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Columbia Economic Development Corporation

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EMPLOYEE HANDBOOK

Effective June 2023

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Contractual Disclaimer

The policies set forth in this handbook are for informational purposes only and do not constitute an offer or agreement/contract by Columbia Economic Development Corporation (“CEDC”) of any type between you and CEDC.

This handbook does not guarantee any continued future employment. This handbook is not intended to create a contract of employment, nor is it intended to alter in any way the rights afforded to employees by individual employment contracts, or any other applicable state or local laws. CEDC retains the exclusive right to change, modify, or otherwise alter this handbook without notice to employees at any time.

100 INTRODUCTION

101 Welcome

We welcome you as an employee of Columbia Economic Development Corporation (CEDC). We sincerely hope that this will be a long and happy period of employment.

The continued successful operation and growth of CEDC, and advancement of its mission, are goals to which we are all dedicated. Through continued mutual respect and confidence, we can work together to get the job done.

102 Purpose of the Handbook

This handbook is designed to acquaint you with CEDC and its current policies. This handbook is not all-inclusive and contains only general guidelines of CEDC policies. As laws may change before the handbook is updated, it is CEDC's intention to be fully compliant with the current laws and considers those laws to be in full effect whether they are in the handbook or not. CEDC also reserves the right to deviate from stated policies in appropriate cases as the need may arise.

103 Modifications to Handbook

CEDC reserves the right to modify or change the provisions of this handbook from time to time in its discretion and without prior notice. As policies change, the handbook will be updated and maintained on CEDC website and the Human Resource file on CEDC's shared drive.

From time to time, when changes are made, you will be given new or revised pages (or other notice) to enable you to keep up-to-date relative to these changes. You will be asked to sign for these materials so that CEDC can be sure that all employees are kept informed of current policy. While CEDC intends and expects to keep you informed about changes in policies and practices on a timely basis, it reserves the right to change or eliminate employment policies or practices without prior warning or notice.

104 Open Door Policy

CEDC recognizes that employees will have ideas and suggestions for improving the workplace, as well as complaints about the workplace. The most satisfactory solution to a job-related problem or concern is usually reached through a prompt discussion with the CEO. Please feel free to contact the CEO with any suggestions and/or complaints.

While CEDC provides you with this opportunity to communicate your views, please understand that not every idea, suggestion, or complaint can be implemented or resolved to your satisfaction.

200 EMPLOYMENT MATTERS AND EMPLOYEE STATUS

201 The Americans with Disabilities Act (ADA)

CEDC does not discriminate against qualified individuals with a disability who, with or without reasonable accommodation, can perform the essential functions of the employment position that such individual holds or desires. It is CEDC's policy to hire, promote, and maintain terms, conditions and privileges of employment in a manner which does not discriminate on the basis of a qualified individual's disability.

If you have a disability that limits your ability to fully perform the essential functions of the position you hold or are applying to, you may request a reasonable accommodation by notifying the CEO. Upon receiving a request for an accommodation, CEDC will work with you to determine if a reasonable accommodation can be made. You may be asked to provide a doctor's certification of disability as well as the need for an accommodation.

202 Equal Employment Opportunity

CEDC is an Equal Opportunity and Affirmative Action Employer.

It shall be the policy of CEDC to promote equal opportunity in employment to all qualified persons and employees and to base all employment decisions as to further the principle of equal employment opportunity. To this end, CEDC will not discriminate against any person or employee because of race, creed, color, national origin, religion, sex, sexual orientation, age, gender, gender identity or expression, domestic violence victim status, national origin, genetic information, familial status, marital status, military status, citizenship, mental or physical disability, political affiliation, veteran status or any other category protected by state and/or federal laws, and will take affirmative action to ensure that equal employment opportunity is realized.

This policy applies to all terms and conditions of employment, including, but not limited to, hiring, promotion, termination, compensation and training. Discrimination based on any of the above groups is strictly prohibited. Any employee who engages in such conduct will be subject to appropriate disciplinary action, up to and including termination.

You are encouraged to immediately bring any perceived violation of this policy to the attention of the CEO, the Board Chair or the Ethics Officer. All complaints of discrimination will be investigated discreetly and promptly.

203 Domestic Violence Victim Status

If you are victim of domestic violence, in addition to being free from discrimination, harassment or retaliation in the workplace as a result of your status as a victim of domestic violence, you will be afforded reasonable time off to attend to certain matters, so long as such time off does not cause an undue hardship to the employer. Consistent with the Safe Leave Act of the NYS Paid Sick Leave and the State Human Rights Law, those matters are identified as:

- a. Seeking medical attention for injuries caused by domestic violence;
- b. Seeking medical attention for injuries to a child caused by domestic violence, so long as the employee is not the perpetrator;

- c. Obtaining services from a domestic violence shelter, program or rape crisis center as a result of domestic violence;
- d. Obtaining psychological counseling for incidents of domestic violence;
- e. Obtaining psychological counseling for a child caused by an incident of domestic violence, so long as the employee is not the perpetrator;
- f. Participating in safety planning;
- g. Taking actions to increase safety from future incidents, including temporary or permanent relocation;
- h. Obtaining legal services;
- i. Assisting in the prosecution of the offense;
- j. Appearing in court in relation to the incident or incidents of domestic violence.

If you need to take time, you may request an accommodation from the CEO. To the extent feasible, all requests should be made at least one week in advance, particularly with regard to pre-scheduled meetings/appointments. In the event it is not feasible to provide advance notice of your absence, you must, within one week after your absence, provide certification to your employer in the form of either a police report indicating that you or your child were a victim of domestic violence, a court order protecting or separating you or your child from the perpetrator of an act of domestic violence, other evidence from the court or the prosecuting attorney that you appeared in court, or documentation from a medical professional or health care provider, advocate or counselor, that you or your child were undergoing treatment or counseling as a result of an act of domestic violence. If you have any questions regarding information relative to your request for an accommodation and/or certification, you should contact the CEO.

CEDC will maintain the information provided relative to your status as a victim of domestic violence as well as any accommodations requested as confidential.

204 Notification of Rights under Section 203-e of the NYS Labor Law

New York State Labor Law §203-e is designed to prohibit discrimination and retaliation based upon an employee's or a dependent's reproductive health decision making.

Employers are prohibited from the following actions:

1. accessing an employee's personal information regarding the employee's or the employee's dependent's reproductive health decision making, including but not limited to, the decision to use or access a particular drug, device or medical service without the employee's prior informed affirmative written consent; or
2. discriminating or taking any retaliatory personnel action against an employee with respect to compensation, terms, conditions, or privileges of employment because of or on the basis of the employee's or dependent's reproductive health decision making, including, but not limited to, a decision to use or access a particular drug, device or medical service; or
3. requiring an employee to sign a waiver or other document which purports to deny an employee the right to make their own reproductive health care decisions, including use of a particular drug, device, or medical service.

Employees have the following rights and remedies:

An employee may bring a civil action in any court of competent jurisdiction against an employer alleged to have violated the provisions of this section. In any civil action alleging a violation of this section, the court may:

- (a) award damages, including, but not limited to, back pay, benefits and reasonable attorneys' fees and costs incurred to a prevailing plaintiff;
- (b) afford injunctive relief against any employer that commits or proposes to commit a violation of the provisions of this section;
- (c) order reinstatement; and/or
- (d) award liquidated damages equal to one hundred percent of the award for damages pursuant to paragraph (a) of this subdivision unless an employer proves a good faith basis to believe that its actions in violation of this section were in compliance with the law.

Please note that employees are protected from retaliation by their employer as a result of employees exercising their rights under this section of law.

205 Employment at Will

This Handbook is not a contract of employment and does not alter the employment-at-will relationship between you and CEDC. CEDC may terminate the employment of any employee at any time and, to the extent an employee has an agreement, termination will be in accordance with said agreement. Any employee may terminate his/her employment with CEDC, at any time, with or without reason.

206 Hiring Procedures

Selection Process

CEDC selects and hires individuals on the basis of many factors including, but not limited to, their ability, education, professional experience, skills, and cooperative spirit. The selection process includes a written application, personal interviews, and reference checking.

Employment Application

All applicants must complete an employment application and provide CEDC with complete and accurate information regarding their qualifications. Misrepresentations or omissions on an application form may remove applicants from consideration for employment. If misrepresentations or omissions are discovered after hiring, CEDC may exercise disciplinary action, up to and including termination.

207 Introductory Period

All new employees are in an introductory period for the first 90 days of employment. This introductory period gives an employee the opportunity to become familiar with the specific duties and responsibilities of the new position. During this period, the employee's manager will review information about performance requirements, organization policies, and other necessary information. The purpose of the introductory period is to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether or not the new position meets their expectations. CEDC uses this period to evaluate the employee's job performance, work habits, attendance, cooperation, and potential development in the position.

If you are retained after this period, your length of service will be calculated from your first day of work with CEDC.

208 Termination of Employment/Resignation

Employees ending their employment with CEDC shall submit a letter of resignation indicating their last day of service with CEDC. Employees are required to provide a minimum of thirty (30) days' notice of resignation. Failure to do so will result in forfeiture of any payment of PTO accruals. Additionally, employees are expected to work through said resignation period.

With regard to key employees within the organization, in order to provide a smooth necessary and appropriate transition, it is requested, though not required, that employees provide a ninety (90) day notice of resignation. In the event that an employee does provide a ninety (90) day notice and works said period of time to provide a smooth, necessary and appropriate transition, they will receive a \$1,500 bonus in a final check at the end of their employment.

209 Change in Status

Employees are responsible for immediately notifying the Administrative Supervisor of any changes in their personal information, including but not limited to, change of name, address, telephone number, personal status, emergency information, beneficiary designations, and other relevant information.

300 ETHICAL CONSIDERATIONS AND CONFIDENTIALITY

301 Code of Ethics

CEDC has a Code of Ethics policy, which is provided to all employees upon hire. It is also posted on our website and in the Human Resource file on CEDC's shared drive. Additional copies are available upon request. CEDC has an Ethics Officer pursuant to its policy.

302 Whistleblower Policy

CEDC has a Whistleblower policy, which is provided to all employees upon hire. It is also posted on our website and on the shared drive. Additional copies are available upon request.

303 CEDC Standards of Conduct

CEDC recognizes its unique role as a leader in the community, and its responsibility to its members, partners, and stakeholders to set high standards for performance, professionalism, volunteer and charitable activities, and ethical conduct. As such, all employees of CEDC are expected to comport their conduct to these high standards.

304 Personal Gain

Employees shall not solicit or accept any gratuities, gifts, or favors, other than promotional gifts of nominal value, for themselves or their families. Employees shall not use CEDC resources for personal gain, or to facilitate outside employment.

305 Accepting Gifts

Accepting or giving a gift in a business setting can create a sense of obligation or the appearance of obligation. A gift can be anything of value, including such items as a ticket to a sporting event or play, a non-business meal, a bottle of wine, a free service, a special discount, or an all-expense paid trip to a conference, trade conference, or trade show.

CEDC prohibits employees, as well as members of their immediate families, from soliciting and/or accepting gifts with a value of \$75.00 or more from contractors, vendors, consultants, or similar business contacts doing business with or seeking to do business with CEDC.

In addition to the restrictions on gifts, you and members of your family must never accept a loan or payment from a contractor, vendor, consultant, or similar business contact under terms that are not available to the general public.

CEDC believes these heightened rules are critical to ensure the mission of CEDC without the appearance of favoritism or the appearance of impropriety.

306 Giving Gifts

CEDC also prohibits employees from giving gifts funded by CEDC.

307 Vendor Relations

Vendors are treated fairly to avoid favoritism or appearances of impropriety. All vendors are given the opportunity to offer or qualify their products or services. Vendor selection is conducted in a fair and professional manner, giving no special preferences or advantages to any vendor. All products and services are purchased in accordance with CEDC's Procurement Policy, a copy of which is posted on CEDC's website and on its shared drive.

308 Confidentiality

As an employee of CEDC, you are under an obligation not to reveal any confidential information that you may learn about CEDC's research or corporate affairs, or the affairs of our members, clients, borrowers, or partners during the course of your employment. Confidential information may consist of, but is not limited to, research results, CEDC corporate information, financial or legal documents, project information and our business plan, as well as all client and project information. All such information must be kept absolutely private and confidential. A

breach of this confidentiality policy constitutes grounds for corrective action including, but not limited to, immediate termination and possible legal recourse. This is a continuing obligation after an employee's departure from employment with CEDC.

309 Protecting Proprietary Information

Proprietary information, including professional and technical knowledge, know-how, and the experience developed in the course of the business activities of CEDC, is an asset that must be protected. Much of the information developed in research, service, marketing, sales, and finance is original in nature and essential to our continued success. All employees have an obligation to protect this information and not disclose it to outsiders.

Protecting CEDC's information is the responsibility of every employee and CEDC, who share a common interest in preventing improper or inadvertent disclosure. In addition, only authorized employees are permitted to access CEDC files, lists and records and only to advance the business goals and mission of CEDC. Any violation of this policy may result in disciplinary action, up to and including immediate termination.

310 Community and Public Relations

CEDC's reputation has been built on excellent service, quick turn-around time and quality work. Maintaining this reputation requires the active participation of every employee.

The opinions and attitudes that others have toward CEDC may be determined for a long period of time by the actions of one employee. It is sometimes easy to take a member or community partner for granted, but CEDC runs the risk of losing not only that partner, but also a partner's employees, friends, or family who may also be current or prospective members, partners or stakeholders.

No employee, other than the CEO or designee, may speak on behalf of CEDC when speaking to the media. Any request to do so must be referred immediately to the CEO. In an effort to promote good communication, it is encouraged to share with the CEO information on discussions with elected officials, stakeholders and community partners.

400 COMPENSATION AND BENEFITS

401 Employment Definitions

Full-Time Non-Exempt Employees ("Full-Time Hourly Employees") are those employees who are regularly scheduled to work thirty-seven and half (37.5) hours per week. Full-Time Hourly Employees are eligible for overtime time, which is paid at 1.5times the regular rate of pay for actual hours worked in excess of 40 hours per week. Paid time off is not counted towards the 40 hours for purposes of calculating overtime. All employees eligible for overtime must receive prior approval before working overtime.

Full-Time Exempt Salaried Employees ("Salaried Employees") are those employees who are regularly scheduled to work thirty-seven and half (37.5) hours per week (7.5 hours per day). Salaried Employees are not eligible for overtime.

“Regular Part-Time Employees” are those employees who are regularly scheduled to work a minimum of twenty (20) hours per week, but may work up to 30 hours per week as needed. However, as a part-time employee, CEDC guarantees a set schedule.

“Temporary”, “seasonal” or “per diem” employees are employees hired on a contractual, short-term basis not to exceed twenty-six (26) weeks in a calendar year.

402 Hours of Employment/Work Week

The basic hours of business operation shall run Monday through Friday, from 8:00 a.m. to 5:00 p.m. with Full-Time Employees being required to work seven and half (7.5) hours per day, Monday through Friday. Schedules for employees will be established by management to ensure coverage and address operational needs. For purposes of overtime calculation and payment, the workweek shall run Monday through Sunday.

Full-time Non-Exempt Employees shall receive a minimum of 30 minutes unpaid lunch and up to a maximum of 60 minutes unpaid lunch based on each employee’s established work schedule. Lunch schedules will be determined by CEO. Full-Time Hourly Employees are expected to take a full uninterrupted lunch break of at least 30 minutes, you may not work through your lunch.

403 Paydays

All Employees will be paid semi-monthly, on the 15th and last day of each month.

404 Absenteeism/Unauthorized Absence

When an employee is absent without approved leave and without a justifiable explanation for a period of three (3) consecutive working days, such absence shall be deemed to constitute a resignation effective on the date of the commencement of the absence. An employee who does not return his/her position within three (3) working days following the expiration of an approved leave of absence shall constitute a resignation effective on the date of the commencement of the absence.

405 Absences/Tardiness, Lost Time from Work

All employees are required to report for work on time, both in the morning and after the lunch break, unless prior approval has been obtained from the CEO. Reporting in late is tardiness and, a pattern of tardiness may result in disciplinary action, up to and including termination.

Absenteeism is any failure to report for or remain at work as scheduled, regardless of the reason.

In the event of an unscheduled absence or late arrival, you must call or email Administrative Supervisor and your direct supervisor before the beginning of your scheduled work shift. If you are unable to call or email personally, have a member of your family do it for you. You must call the Administrative Supervisor and your direct supervisor on each day of absence, unless medical documentation indicating the length of the time out has been provided prior thereto.

406 Performance Reviews

CEDC's performance appraisal process is designed to assess CEDC's employees' skills, achievement level, and overall job performance. It is meant to provide a forum for an employee, the employee's manager, and peers to openly discuss job expectations, strengths, weaknesses, and opportunities for improvement. The employee and supervisor will come up with a development plan that builds upon the employees strengths, and works on the employees weaknesses.

Employee performance appraisals will typically be conducted after completion of six (6) months of service and annually thereafter.

407 Compensation Reviews

Merit increases may be considered for all employees. A merit increase may be awarded to recognize added skills, knowledge, or responsibilities that make an employee more valuable to the position and CEDC.

There is no guarantee that an increase will be granted; it is strictly based upon CEDC's current financial condition and how the employee has performed in their position.

Bonuses are discretionary and are given based on performance and individual achievement of goals throughout the year.

408 Health Insurance

All Full-time Employees, hourly and salaried, are eligible for health insurance after ninety (90) days of employment.

For all eligible employees, CEDC shall provide employee with single coverage health insurance with employee being 20% responsible and CEDC being 80% responsible for the cost. In the event that employee opts for coverage for 2 person (to the extent available) or family coverage, employee shall be 100% responsible for the difference between single coverage and the chosen coverage, in addition to the 20% cost for individual coverage.

Part-Time, Temporary and Seasonal Employees are not eligible for health insurance benefits.

Each eligible employee as defined above shall be entitled to the current insurance plan in effect, however, the plan may be changed from time to time as CEDC deems appropriate. Any subsequent written notifications of premium payments, percentage reimbursement and/or plans offered to employees shall be controlling and supersede this provision.

Any eligible employee that chooses not to participate in health insurance upon hire or at the time of the next annual open enrollment scheduled to occur after the effective date of this manual shall receive a stipend, paid out monthly in equal installments, upon proof of other insurance and subject to all applicable taxes and deductions. For 2023, this amount is \$6,500.00 but may be updated annually on notice.

409 Jury Duty/Testifying Witness

On proof of attending court pursuant to a subpoena or other order of the Court, all Full-time and Part-time employees shall be granted a leave of absence without pay. CEO should be notified of such a leave requirement as soon as possible. However, employees may utilize their available PTO.

A Full-Time Employee performing jury duty pursuant to a jury summons shall be paid their daily wage for the first five (5) days of jury service. Jury service in excess of five days will be without pay; however, employees may utilize available PTO.

Part-time Employees will be paid the prevailing jury fee for the first three (3) days of jury service and all days thereafter will be without pay.

410 Holidays

CEDC will provide an annual list of holidays, no later than November 1st of the preceding year, the following are typical holidays that are observed. All Full-Time Employees will be paid for these holidays if: (1) they have worked the day before the holiday; and (2) worked the day after the holiday. Regular Part-Time Employees will be paid for the holiday in a pro rata amount equal to the hours typically worked on a given day if the Regular Part-Time Employee is typically scheduled on the day the holiday is observed and works either the day before or the day after the holiday. Any employee may obtain prior written authorization to be absent the day before or after a holiday and still be eligible for the paid holiday.

Holiday

New Year's Day
Martin Luther King, Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
1 floating holiday to be used on one of the following:
Juneteenth, Columbus Day, Veteran's Day

411 Personal Time Off (PTO)

Earning of Personal Time Off

All full time employees will receive a total of four (4) weeks of Personal Time Off ("PTO") annually. PTO is accrued at a rate of 6.25 hours per pay period and employees will begin accruing upon hiring. Part-time employees will earn a prorated amount of PTO based on the number of hours worked per pay period. Although employees will begin accruing PTO immediately, they are not able to utilize this time until after ninety (90) days.

Employees may carry over a maximum of five (5) days of PTO into the following year which is to be determined by their anniversary date. Any remaining PTO that has not been utilized will be lost.

Reasons for PTO

The PTO per calendar year may be used for vacation, sick or personal time.

In compliance with New York State's Paid Sick Leave Law, employees may use PTO for the following reasons:

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

For purposes of this PTO policy, the following terms are defined as follows:

- "Family member" includes an employee's child, spouse, domestic partner, parent, sibling, grandchild or grandparent; and the child or parent of an employee's spouse or domestic partner.
- "Parent" refers to a biological, foster, step- or adoptive parent, or a legal guardian of an employee, or a person who stood in loco parentis when the employee was a minor child.

- “Child” includes a biological, adopted or foster child, a legal ward, or a child of an employee standing in loco parentis.

Rules for PTO Use

The following rules apply to the use of PTO:

- a. PTO is required to be taken at a minimum of one (1) hour increments.
- b. Requests for PTO require approval of your supervisor, unless there are extenuating circumstances or allowed under law.
- c. Employees who use PTO for a reason enumerated in New York’s Paid Sick Leave Law are protected from retaliation for exercising their rights to use such leave.

Payment Upon Separation

Upon separation from service, Full-Time Employees will be paid for any earned and unused PTO time up to seventy-five (75) hours. Part-Time Employees will be paid for any earned and unused PTO up to a maximum of thirty-five and one half (37.5) hours.

412 Compensatory Time

In the event that a Full-Time Hourly employee is approved and required to work in excess of 37.5 hours for CEDC matters and functions, the employee shall receive compensatory time on an hour for hour basis for all hours worked over 37.5 to 40 hours. For all hours worked over 40 hours, compensatory time shall be accumulated at 1.5 times. Hourly employees who do not use their compensatory time within the pay period in which earned shall be paid said hours in said pay period.

Full-Time Salaried Employees are expected to work the hours necessary to complete their job and at a minimum 37.5 hours for CEDC matters and functions.

413 Medical Leave

CEDC recognizes that there may be instances when employees require time off from their jobs for medical leave. CEDC requires employees absent for more than three (3) consecutive days to provide medical documentation for their absence. CEDC may also require employees who are absent frequently or at consistent times to provide medical documentation for their absences upon CEDC’s request.

To file a non-occupational disability claim, it is the responsibility of the employee to complete NYS Form DB-450 (<http://www.wcb.ny.gov/content/main/forms/db450.pdf>) and submit it to the Administrative Supervisor. For job-related claims, see Worker’s Compensation section below.

Non-occupational medical leave is paid for the first 30 calendar days (see Wage Continuation Program). After 30 calendar days, employees may use their paid time accruals during non-occupational medical leave. CEDC will continue paying health insurance premiums for a maximum period of six weeks for all employees who are not eligible for FMLA benefits; employees eligible for FMLA leave should refer to said section. During such leave, reimbursements for the employee's share of health insurance premiums must be paid by making arrangements with the Administrative Supervisor. Failure to pay the employee's share of the premium may result in a loss of coverage.

During any period of disability, you or your physician need to regularly communicate with management, (at least monthly) to keep CEDC informed of any changes in your condition and your expected date of return. If an employee does not return on the expected date, CEDC will assume the employee has voluntarily quit. Employees returning from a medical leave will be required to provide medical documentation on their return-to-work date and of their ability to perform the essential functions of their job with or without a reasonable accommodation.

414 Salary Continuation Policy

CEDC's Salary Continuation plan affords protection for employees against the loss of earnings when they are unable to work because of non-occupational sickness or injury. The plan exceeds the current requirements of the New York State Disability Benefits Law.

Eligibility

An employee is eligible to receive salary continuation benefits upon completion of 90 days of employment.

Benefit

An employee who is eligible to receive the benefit will remain on full salary for his or her absence up to 30 calendar days. If the absence is longer than 30 calendar days the employee will be eligible for New York State Disability.

How to Apply for Benefits

Notify the Office Administrator, provide as much information about the length of absence from work, and provide a physician's certification for the absence. If the absence is expected to be more than 30 calendar days, notify the Office Administrator immediately.

In the event that an employee is eligible for FMLA or PFL, this policy will run concurrently with any such leave.

415 Paid Family Leave

Any full-time employee that has been so employed at least 26 weeks and part time employees that have worked at least 175 days with CEDC will be eligible for paid leave for:

- Maternity and paternity leave, upon the birth, placement or adoption of a child;
- To care for a family member with a serious medical condition, as defined by law;
- Active Duty Deployment, when a spouse, child, domestic partner, or a parent is called to active duty

This leave is not for your own personal medical condition and will be subject to documentation being submitted. Any leave taken for maternity and paternity, as well as any scheduled medical condition for a close relative will **require 30 days' notice** to the CEO, absent extenuating or emergent circumstances. Intermittent leave use shall be scheduled upon fourteen (14) days' notice to the CEO, absent extenuating or emergent circumstances.

Family member is defined as:

- spouse
- domestic partner (including same and different gender couples; legal registration not required)
- child/stepchild and anyone for whom you have legal custody
- parent/stepparent
- parent-in-law
- grandparent
- grandchild
- sibling (starting in 2023) Workers should check with their employer's Paid Family Leave insurer to learn when sibling care goes into effect for their policy.

Employees may utilize any available vacation time for such leave, but are not required to do so. If it is your intention to use vacation time, please advise the CEO. Note that if you wish to avail yourself of this leave you will be required to complete all necessary paperwork. Please see the CEO for all necessary documentation.

The benefits provided under the New York Paid Family Leave Act are as follows:

- 12 weeks of paid leave at 67% of the employee's average wage up to the State Average Weekly wage

This is subject to change as may be issued or determined by New York State, and if so, notification of same will be supplied.

This benefit is paid for by through employee funded weekly payroll deductions. These deductions are based upon percentages established by NYS.

In addition, PFL leave shall run concurrently with any leave entitlements under the Family Medical Leave Act.

Employees will not accrue any leave benefits (i.e. sick, vacation) while out on PFL or FMLA leave.

If two spouses are currently employed by CEDC, only one at a time may take leave for the bonding with a child.

416 Family and Medical Leave of Absence Policy (FMLA)

Eligibility

Eligible employees may take up to 12 weeks of unpaid, job protected family/medical leave within a 12-month period and be restored to the same or an equivalent position upon their return to work. CEDC will measure the twelve-month period as a **rolling backward** twelve-month period. The 12-month period in which 12 weeks of leave will be tracked based on the first day of the FMLA leave.

To be eligible for family/medical leave, you must have worked for CEDC for at least 12 months and for at least 1,250 hours in the past 12 months.

Leave Entitlement

Eligible employees may take family/medical leave for any of the following reasons:

1. The birth of your child and to care for such child;
2. The placement of a child with you for adoption or foster care and in order to care for the newly placed son or daughter;
3. To care for a spouse, your child or parent (“covered relations”) with a serious health condition; and
4. Because of your own serious health condition that renders you unable to perform an essential function of your position.

Any leave due to the birth and care of a child or the placement of a child for adoption or foster care, and care of the newly placed child, must be completed within one (1) year of the date of birth or placement of the child.

If the leave is designated in response to the birth, adoption, or foster care placement of a child, or to care for a covered relation with a serious health condition, you may be required to use your accrued sick, vacation and personal days in conjunction with such leave.

If leave is designated in response to your own serious health condition, any accrued sick, vacation and personal days or medical/sick leave, if applicable, may be required to be taken in conjunction with such leave.

When spouses are employed by CEDC, they are entitled to a combined total of 12 weeks’ leave: (1) for birth, adoption or foster care and in order to care for such a child; or (2) to care for a parent with a serious health condition. Each individual is entitled to 12 weeks’ leave because of his/her own serious health condition or to care for the serious health condition of his/her child or spouse without counting leave time taken by the other spouse.

Leave due to a serious health condition may be taken intermittently (in separate blocks of time due to a single health condition) or on a reduced leave schedule (reducing the usual number of hours you work per workweek or workday) if medically necessary.

Maintenance of Health Benefits

During an approved family/medical leave, if you are a participant in the health insurance plan provided by CEDC, CEDC will maintain your health benefits under the same terms and conditions applicable to employees not on leave.

If paid leave is substituted for unpaid family/medical leave, CEDC will deduct your portion of the health plan premium as a regular payroll deduction.

If your leave is unpaid, you must pay your portion of the premium by making arrangements with CEDC.

Your health coverage may cease if your premium payment is more than 30 days late. If your payment is more than 30 days later, we will send you a letter to this effect. If we do not receive your co-payment within 15 days of this letter, your coverage will cease.

If you elect not to return to work at the end of the leave for at least 30 calendar days, you will be required to reimburse CEDC for maintaining health insurance coverage during your unpaid leave, unless you cannot return to work because of a serious health condition or because of other circumstances beyond your control.

Notice and Certification

If your need for family/medical leave is foreseeable, you must give 30 days prior written notice. If this is not possible, you must give notice to CEDC as soon as practicable (within one or two business days of learning your need for leave). Failure to provide such notice may be grounds for delay of leave. If your need is because of a planned medical treatment, attempt to schedule the treatment to avoid disrupting CEDC's operations.

You must complete the appropriate family/medical leave forms.

If you are requesting leave because of your own or a covered relation's serious health condition, the appropriate health care provider must supply medical certification using Form WH-380E (<https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/WH-380-E.pdf>). You should provide the medical certification to CEDC 15 days after you request leave.

If you provide at least 30 days' notice of your need for medical leave, you should provide the medical certification before your leave begins. If you do not provide the required medical certification in a timely manner, your leave may be delayed until it is provided.

CEDC, at its expense, may require an examination by a second health care provider designated by CEDC, if it reasonably doubts the medical certification you initially provide. If the second health care provider's opinion conflicts with the original medical certification, CEDC, at its expense, may require a third, mutually agreeable, health care provider to conduct an examination and provide a final and binding opinion. CEDC may require subsequent medical

recertification. Failure to provide requested certification within 15 days if such is practicable may result in delay of further leave until it is provided.

“Serious Health Condition” is an illness, injury, impairment, or physical or mental condition that involves either:

- any period of incapacity or treatment connected with inpatient care in a hospital, hospice, or residential medical-care facility, and any period of incapacity or subsequent treatment in connection with such inpatient care; or
- continuing treatment by a health care provider which includes any period of incapacity (i.e.. inability to work, attend school or perform other regular daily activities) due to:
 - a health condition lasting more than three consecutive days, and any subsequent treatment or period of incapacity relating to the same condition, that also includes:
 - treatment two or more times by or under the supervision of a health care provider; or
 - one treatment by a health care provider with a continuing regimen of treatment;
 - Pregnancy or prenatal care; or
 - Chronic serious health condition which continues over an extended period of time, requires periodic visits to a health care provider and may involve occasional episodes of incapacity; or
 - A permanent or long-term condition for which treatment may not be effective (a severe stroke or terminal cancer); or
 - Any absences to receive multiple treatments for restorative surgery or for a condition which would likely result in a period of incapacity of more than three days if not treated (i.e.. chemo, radiation)

Job Restoration

If you take leave because of your own serious health condition (except if you are taking intermittent leave), you must provide medical certification that you are able to resume work before you return.

Employees failing to provide return-to-work medical certification will not be permitted to resume work until it is provided.

Certain highly compensated or “key employees” may be denied restoration to their prior or equivalent position. Key employees are those employees who are among the highest paid ten percent of employees within 75 miles of the worksite. Denial is based on the following conditions:

1. The denial is necessary to prevent substantial economic injury to the employer;
2. The employer has notified the employee of his/her “key” employee status as well as its decision to deny restoration should the leave take place or continue; and
3. The employee elects not to return to work after being notified of the employer’s decision.

No Work While On Leave

The taking of another job while on family or medical leave or any other authorized leave may lead to disciplinary action, up to and including discharge.

417 Bereavement Leave

Full-Time Employees will receive five (5) paid days for the death of an immediate family member. Members of the immediate family include spouses, domestic partners, parents, brothers, sisters, children, mother-in-law and father-in-law. Full-Time Employees will receive two (2) paid days for the death of a grandparent, grandparent-in-law, aunt, uncle, niece or nephew. Absences beyond the above limit for a family member shall be considered and, if granted, employee can use available PTO. In extenuating circumstances, the CEO should be contacted if additional time is requested. Decisions beyond the exhaustion of PTO will be made on a case-by-case basis by the CEO. Part-Time Employees will receive prorated hours pay for the death of an immediate family member or other family members, as defined above.

418 Military Leave

Every employee regardless of status shall receive leave in accordance with the applicable section of New York State Military Law.

Employees who are required to serve in any branch of the Armed Forces of the United States or are engaged in state military service will be given necessary time off, without pay. Employees may use any available vacation time during their leave, if they so choose. Employees must advise the CEO of their intention to use PTO.

419 Statewide Elections

1. If a registered voter does not have sufficient time outside of his or her scheduled working hours, within which to vote on any day at which he or she may vote, at any election, he or she may, without loss of pay for up to two hours, take off so much working time as will, when added to his or her voting time outside his or her working hours, enable him or her to vote.
2. If an employee has four consecutive hours either between the opening of the polls and the beginning of his or her working shift, or between the end of his or her working shift and the closing of the polls, he or she shall be deemed to have sufficient time outside his or her working hours within which to vote. If he or she has less than four consecutive hours he or she may take off so much working time as will, when added to his or her voting time outside his or her working hours enable him or her to vote, but not more than two hours of which shall be without loss of pay, provided that he or she shall be allowed time off for voting only at the beginning or end of his or her working shift, as the employer may designate, unless otherwise mutually agreed.
3. If the employee requires working time off to vote the employee shall notify his or her employer not more than ten nor less than two working days before the day of the election that he or she requires time off to vote in accordance with the provisions of this section.

4. Not less than ten working days before every election, every employer shall post conspicuously in the place of work where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of this section. Such notice shall be kept posted until the close of the polls on election day.

420 Blood Donation Leave

CEDC recognizes the importance of allowing employees to give blood. In accordance with New York State Law, we will provide employees with up to 3 hours of unpaid leave annually to give blood at an off-site location. Please provide CEO with advance notice so that scheduling arrangements may be made.

421 Bone Marrow Donation

Employees who need scheduled work time off to undergo a medical procedure to donate bone marrow are eligible for unpaid leaves not to exceed 24 hours unpaid leave in combined length. This leave should be scheduled in advance with the CEO. CEDC may require verification by a physician as to the purpose and length of each such leave requested. Employees may use available PTO if they wish to be paid for this leave.

422 Lactating Employees

New York State Labor Law §206-c provides legal rights to employees returning to work following the birth of a child and the right to take unpaid leave for the purpose of expressing breast milk.

- Any employee wishing to avail themselves of this right must notify the CEO of their intentions at least one (1) week prior to their return.
- Hourly employees shall punch out and in during such breaks.
- Employee shall coordinate with their supervisor a proposed schedule for said breaks to ensure necessary coverage.
- Employee will be afforded a room/office for such lactation to ensure privacy.
- Employee shall post a “Do Not Disturb” sign on the door.
- Each break shall be a minimum of twenty (20) minutes.
- Lactating employees are allowed such time to express milk for their nursing child up to three (3) years following the birth.
- Employees may request a break at least once every three (3) hours to express milk.
- Employees may elect to utilize their meal breaks for lactation purposes.
- Employees seeking to alter their work schedules to make up their lactation break time should meet and establish such schedule with the CEO so long as such time falls within normal work hours.
- Employees are responsible for ensuring the safekeeping of their own breast milk. All expressed milk must be stored in closed containers and brought home at the end of each workday.

- CEDC complies with all laws and regulations regarding lactating employees. If you have any questions, contact the CEO.

423 Workers' Compensation

If you should be injured on the job, be sure to report this immediately to the CEO. The amount and length of compensation and payment of medical expenses is determined by Workers' Compensation. Worker's Compensation Insurance is paid by CEDC.

It is the employee's responsibility to submit a written report of the injury to the CEO within twenty-four (24) hours of the accident in order to ensure prompt coverage of the claim. In the event of the employee's incapacitation, the CEO will complete and submit the required forms on behalf of the injured employee.

424 Retirement Plans

All Full-Time employees that have completed at least twelve (12) full months of service to CEDC are eligible to receive annual pension contributions.

Specifically, CEDC currently provides a funding rate of 5% of gross salary earned for each Full-Time employee, per calendar year, after the first 12 months of employment. CEDC writes the annual check to the employee's designated investment and the employee is responsible to route the check to the proper destination. CEDC reserves the right to change the pension plan funding rate and participation criteria upon notice and in accordance with the law.

425 Professional Development

CEDC considers participation in professional development and training as an important component of job performance. CEDC will pay the cost of professional development training for full-time employees with prior approval of the CEO. The training must be relevant to the mission of CEDC and/or enhance the skills of the employee in performing their job.

500 OFFICE EQUIPMENT/COMPUTERS - PROPERTY/EQUIPMENT

501 Policy/Privacy

Office equipment and supplies may not be used for personal matters. All Computer equipment is available for CEDC business use only. Computer equipment may not be used for sending or receiving personal emails, internet access, downloading of programs, pictures, videos or for any other use that is not related to our business. CEDC retains the right to review and inspect all computers, emails, offices and desks.

502 Employee Responsibility

Employees are responsible for the proper care of all CEDC property and equipment assigned to them. Intentionally damaged or lost property will subject the responsible individual to disciplinary action and/or replacement of said property. Disciplinary action will be taken in cases where abuse of this policy is documented.

503 Equipment Condition

All equipment and property must be in good working order, be clean and conform to CEDC specifications. CEDC property and equipment shall be used only for official purposes and in the office for which it was designed. It shall not be transferred to another individual without specific authorization from the CEO.

504 Surrender of CEDC Property

CEDC employees are required to surrender all CEDC property in their possession upon separation from employment. Failure to return such item(s) may cause the individual to be required to reimburse CEDC for the fair market value of the article(s).

505 Personal Telephone Calls/Mail

Personal telephone calls, including cell phone calls, must be held to a minimum. CEDC recognizes that employees must sometimes place or receive personal calls on CEDC telephones. However, the telephone system is intended for CEDC business, so it is essential that we keep personal use from interfering with that purpose.

The use of CEDC telephones for personal long-distance calls is prohibited. Every employee grants permission to CEDC to open, read, review and copy any electronic transmission, facsimile, correspondence or package received at CEDC's offices, which was intended for the Employee.

506 Texting

Excessive personal text messages may not occur during working hours. Texting while driving on CEDC time is strictly prohibited.

CEDC's policy prohibiting harassment, in its entirety, applies to texting. No one may text in a manner that may be construed by others as harassment or offensive based on race, creed, color, national origin, religion, sex, sexual orientation, age, gender, gender identity or expression, domestic violence victim status, national origin, genetic information, familial status, marital status, military status, citizenship, mental or physical disability, political affiliation, veteran status, or any other protected characteristic as established by federal and state law.

507 Software Policy

The software installed on each computer is the property of CEDC. While certain rights are provided under terms of software license agreements, CEDC has opted to limit such rights.

- Software shall not be removed from CEDC's premises.
- Software manuals shall not be removed from CEDC's premises.
- Copying software for personal use is forbidden and may be subject to prosecution under applicable law.
- Removal of software license from CEDC property shall be considered theft and shall be dealt with accordingly.
- The installation of unapproved software or hardware shall be considered CEDC property and shall be dealt with accordingly.

- All CEDC owned computers, computer equipment, laptops, printers, etc., must be used only for CEDC business.
- Removal, deletion, downloading and/or altering documents on the CEDC server and/or e-files without permissions, authorization or upon direction of the CEO is strictly prohibited.
- To prevent the downloading of computer viruses that could contaminate the computer system, no employee may download software from the Internet or install any personal software without prior authorization from CEDC.
- Software and other documents or files that are developed or created by CEDC employees using CEDC computer system are the property of CEDC. Therefore, employees must return all software and diskettes to CEDC upon leaving CEDC employment and may not delete, alter or remove documents.

508 Acceptable uses of the Computer, E-Mail and Internet Systems

CEDC encourages the use of the computer, E-mail and Internet systems because they make communication more efficient and effective. However, the computer system including E-mail and Internet are CEDC property and they are used only to facilitate CEDC business. Every employee has a responsibility to use these systems in a productive and respectful manner. Any unauthorized or improper use of E-mail or the Internet is not acceptable and will not be permitted. Violation of this policy may result in discipline. CEDC has established the following guidelines for using these systems:

Unacceptable Uses of E-mail and Internet System:

- E-mail and Internet access may not be used for transmitting, retrieving or storing any communications of a defamatory or harassing nature or materials that are obscene, offensive or inappropriate.
- Harassment of any kind is prohibited by CEDC's policy regarding discriminatory harassment.
- No messages with derogatory or inflammatory remarks about an individual's race, creed, color, national origin, religion, sex, sexual orientation, age, gender, gender identity or expression, domestic violence victim status, national origin, genetic information, familial status, marital status, military status, citizenship, mental or physical disability, political affiliation, veteran status or any other category protected by state and/or federal laws, may be transmitted or forwarded using CEDC's system.
- No abusive, profane or offensive language or any communication that demonstrates hate bias may be transmitted through CEDC's E-mail or Internet systems.
- CEDC's anti-harassment policy applies in full to E-mail and Internet use.
- ***Employees do not have a personal privacy right regarding any matter created, received, stored or sent from or on CEDC's E-mail or Internet system or computers.***
- CEDC's E-mail and Internet system may not be used for any purpose that is illegal, against CEDC policy or contrary to the CEDC's best interest.
- Solicitation of non-CEDC business or any use of CEDC's E-mail or Internet system for personal gain or personal business is prohibited (including but not limited to eBay, Amazon, social networking sites, such as Facebook, MySpace, LinkedIn,

Twitter, Instagram, private businesses and other business ventures, and social dating sites).

Rules for Electronic Communications:

- Each employee is responsible for the content of all text, audio or images that he or she places on or sends over CEDC's E-mail or Internet system, including but not limited to iPhones, blackberries, iPads/Tabs, or other similar technology that operates through CEDC hardware/software.
- Employees may not hide their identities, represent that any E-mail or other electronic communications were sent from someone else or from someone from outside CEDC.
- Employees must include their name in all messages, communicated on CEDC's E-mail or Internet system.
- Any messages or information sent by an employee to another individual outside CEDC via CEDC E-mail or Internet system (including bulletin boards, online services or Internet sites) are statements that reflect on CEDC. Despite personal "disclaimers" in electronic messages, any statements may be tied to CEDC.
- All communications sent by employees via CEDC's E-mail or Internet system must comply with all CEDC policies and may not disclose any confidential information.
- If employees receive unsolicited E-mail from outside CEDC that appears to violate this policy, the employee should notify CEO immediately. Similarly, if any employee accidentally accesses an inappropriate web site in the normal course of business, the employee should notify CEO immediately.
- CEDC reserves the right to monitor how employees use the computer system, including E-mail or Internet.
- All messages created, sent or received over CEDC's E-mail or Internet system are CEDC's property and should not be considered private information.
- CEDC reserves the right to access and monitor every message and file on CEDC's E-mail or Internet system. Despite the existence of any passwords, employees should not assume that any electronic communication is private.
- The Internet does not guarantee the privacy and confidentiality of information. Sensitive material transferred over the Internet may be at risk of detection by a third party. Therefore, highly confidential information should be transmitted in person.

509 Social Media Policy

CEDC understands the role that the internet and social media play in the modern world and respects the rights of any employee that may enjoy sharing their lives and opinions online. However, the use of personal websites, web logs ("blogs"), online chat rooms, and social media (including, but not limited to, Facebook, Instagram, Twitter, YouTube, and Snapchat) and other electronic media also comes with some risks. As a member of CEDC's community, you have a responsibility to help maintain an environment that is respectful of CEDC and your fellow employees, even in your online activity.

To assist you in making responsible decisions about your online activity, we have established the following guidelines.

Taking Care Not to Represent CEDC

Employees who choose to speak about CEDC online must make it clear that they are a CEDC employee but not speaking on CEDC's behalf or as an official representative of CEDC, unless CEDC has given express written consent for such online communication. Similarly, employees may not use "CEDC" in any social media account name and/or URL.

Political Activities

In your capacity as a CEDC employee, you are prohibited from participating in or endorsing any candidate for public office on behalf of CEDC on social media. As a not-for-profit corporation, CEDC must refrain from participating in, or intervening in (including the publishing or distributing of statements), any political campaign on behalf of or in opposition to any candidate for public office.

An employee who participates in a political campaign or endorses a political candidate on social media must do so on personal time and on personal equipment. Employees are prohibited from affiliating with CEDC in connection with personal political activities and/or views on social media. Employees must also make clear they are expressing personal views and/or endorsements and are not speaking on CEDC's behalf or as an official representative of CEDC. Employees are also expected to abide by the CEDC Standards of Conduct and Code of Ethics Policies at all times. A violation of this policy may result in immediate termination.

Protect Confidential Information

CEDC employees are strictly prohibited from disclosing confidential information over social media or otherwise. Confidential information includes, without limitation, research results, CEDC corporate information, financial or legal documents, project information and our business plan, as well as all client and project information. CEDC employees are obligated to keep such information absolutely private and confidential, unless disclosure is required to perform a duty as a CEDC employee or as may be required by law.

Similarly, to the extent that as a result of your employment you have access to an employee's personnel file and/or medical records, such information may not be shared without the expression written consent of your fellow employee. A violation of this policy may result in immediate termination.

Harassment

CEDC will not tolerate the use of social media for harassment, hate bias, bullying or the threat of physical violence. Employees are expected to follow the requirements of CEDC's Anti-Discrimination and Harassment Policy in their online activities. This includes, but is not limited to, (1) direct online interactions with coworkers and (2) any content shared online, regardless of whether he or she originally authored said content (e.g., pictures accompanied by humorous text, or "memes"), that are threatening, derogatory to an individual's or group's characteristics, or that promote stereotypes.

If any online activity is found to be unprofessional, confidential, or in violation of this policy, this may lead to corrective action, up to and including termination of employment.

Nothing in this policy is designed to or meant to limit your legal right to use social media to speak about your political or religious views, lifestyle and personal issues, working conditions,

wages, or union-related topics or activities with others inside or outside CEDC, or to restrict any other legal rights. This policy is not intended to interfere with any employee rights provided under local, state, or federal law, including an employee's Section 7 organizational rights under the National Labor Relations Act ("NLRA").

510 Driver's Licenses

Any employee who is required to drive a personal vehicle to conduct CEDC business or carry out their respective job duties, must possess at the time of appointment and must maintain throughout their employment with CEDC, a valid driver's license.

If your job duties require that you maintain your driver's license and if for any reason your license is suspended or revoked, you must notify CEO immediately. Loss or suspension of your license may have an effect on your continued employment with CEDC.

In the event that an employee is involved in a motor vehicle accident while on CEDC business, CEDC will reimburse the employee for any personal insurance deductible up to \$1,000.

511 Reporting Accidents

It is the responsibility of all CEDC employees to report any accident to the CEO immediately, no matter how slight.

All accidents involving CEDC personnel, property and/or equipment must be reported to the CEO, and when applicable, a police incident report shall be filed. Documented abuse of CEDC equipment or property may be reason for disciplinary proceedings.

Additionally, CEDC personnel must report all accidents to the CEO regarding personal injury of any kind and complete all necessary accident reports on the date of occurrence.

600 POLICIES AND PROCEDURES

601 Anti-Discrimination and Harassment Policy

I. POLICY

It is the policy of CEDC to provide and maintain a work environment which is free from unlawful harassment and discrimination based on sex (with or without sexual conduct), race, creed, color, religion, national origin, age, disability, sexual orientation, familial status, marital status, military status, domestic violence victim status, arrest or conviction record, genetic characteristics, gender identity or gender expression ("GENDA"), and any other class protected by law (collectively referred to as "discriminatory harassment" or "harassment"). Discrimination or harassment based on these characteristics is a form of unlawful discrimination and is a form of misconduct that undermines the integrity of the employment relationship and will not be tolerated. Accordingly, such conduct is prohibited in each and every work environment, and each and every situation, which directly impacts the work environment.

As such CEDC expressly prohibits any form of employee discrimination or harassment based on race, creed, color, religion, sex, national origin, age, disability, sexual orientation, familial status, marital status, military status, domestic violence victim status, arrest or conviction record, genetic characteristics, gender identity or gender expression, or an individual's status in any class protected as stated above by applicable federal, state, or local law. Improper interference with the ability of our employees to perform their expected job duties will not be tolerated.

All employees of CEDC will be expected to comply with this policy and with all applicable laws and regulations prohibiting sexual harassment and other forms of discrimination or harassment and must take appropriate measures to ensure that such conduct does not occur. Appropriate disciplinary action will be taken against any employee who violates this policy. Based on the seriousness of the offense, disciplinary action may include, but is not limited to, verbal or written reprimand, suspension or termination.

This policy applies to all applicants and employees of CEDC, as well as any non-employee such as contractors, sub-contractors, vendors, consultants, interns, temporary workers, "gig" workers, or anyone providing services in the workplace.

Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during work trips, work meetings, and work-related social events. Harassment can occur when an employee is working remotely from home, through calls, texts, emails and/or social media.

The interpretation and administration of this policy shall be the responsibility of the CEO in conjunction with the Board Chair and Ethics Officer. This includes development of procedures for handling and investigating complaints of sexual harassment and other forms of harassment, and enforcement of appropriate sanctions for such conduct. The CEO will disseminate information and training, in a manner that is consistent with and in furtherance of this policy. Any and all questions regarding this policy should be directed to the CEO, Board Chair or Ethics Officer.

II. DEFINITIONS

A. **Sexual Harassment** is a form of gender-based discrimination. It 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 unlawful when it subjects an individual to inferior terms, conditions, or privileges of employment. Under New York State law, it does not need to be severe or pervasive but must be more than petty slights.

There are two types of sexual harassment:

1. Quid Pro Quo

- Unwelcome sexual advances, request for sexual favors, and other verbal or physical conduct of a sexual nature;
- Submission to such conduct is made explicitly or implicitly a term or condition of an individual's employment (e.g., promotion, training, assignments, etc.); or

- Submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual; or

2. Hostile Work Environment

- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment; however, you do not need to be the intended target of the sexual harassment.

Examples of specific behaviors that may be considered sexual harassment include, but are not limited to:

- Spoken or written words related to an individual's sex;
- Any sexual advance that is unwelcome;
- Sexually oriented comments, gestures, noises, or remarks;
- Hostile actions taken against an individual because of that individual's sex, 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;
- Showing or displaying pornographic or sexually explicit objects or pictures in the workplace;
- Physical attacks (i.e., rape, sexual battery, etc.);
- Physical acts of a sexual nature (i.e., kissing, hugging, touching, etc.);
- Offensive touching, patting or pinching;
- Requests for sexual acts or favors;
- Abusing the dignity of an employee through insulting or degrading sexual remarks or conduct;
- Implied or overt threats, demands or suggestions that an employee's work status is contingent upon her/his toleration of or acquiescence to sexual advances
- Subtle pressure for sexual activities;
- Sexually charged or explicit jokes, stories and comments;
- Leering at a person; or
- Visiting sexual or otherwise inappropriate websites or distributing the same via electronic mail.

Sex stereotyping is a form of sexual harassment and occurs when conduct or personality traits are considered inappropriate simply because they may not conform to other people's ideas or perceptions about how individuals of a particular sex should act or look.

Sexual harassment can occur between members of the same or different gender or sex. It can occur between supervisor/supervisee, co-workers, independent contractors, vendors, clients, customers, patients, residents and/or visitors.

It is no excuse that the alleged conduct "meant no harm" or was "a joke."

B. Other Unlawful Harassment

Discrimination or harassment on the basis of any other protected characteristic is also prohibited.

Prohibited discrimination or harassment is verbal or physical conduct that is offensive to or shows hostility or aversion toward an individual because of his/her race, creed, color, religion, national origin, age, disability, or any of the protected statuses enumerated above, and that:

- i. has the purpose or effect of creating an intimidating, hostile or offensive work environment;
- ii. has the purpose or effect of unreasonably interfering with an individual's work performance; or
- iii. otherwise adversely affects an individual's employment opportunities.

Examples of discrimination or harassment include, but are not limited to:

- Distributing derogatory epithets, slurs, jokes, remarks;
- Stereotyping that is derogatory or demeaning to an individual's or group's characteristics or that promote stereotypes;
- Threatening, intimidating, hostile acts or hate bias; or
- Displaying or circulating in the workplace (including through e-mail, internet, or social networking sites, such as, but not limited to Facebook, TikTok, Instagram, or Snapchat) written or graphic material that denigrates or shows hostility or aversion toward an individual or group, based on an individual's protected class.

III. PROCEDURE

A. Reporting Discrimination and Harassment

1. If an individual is subjected to a situation which he/she believes constitutes discriminatory harassment in violation of this policy, CEDC recommends that the individual advise the harasser that his/her behavior is not welcomed and will not be tolerated. This policy and state/federal law do not require that an individual tell an alleged harasser to stop his/her actions. Employees should feel free to keep written records of any alleged harassment incidents, including the date, time, location, names of people involved, witnesses (if any), and who said or did what to whom.
2. If an individual is subjected to what he/she believes to be discriminatory harassment in violation of this policy, CEDC encourages the individual to file a written or verbal complaint with the COE.
3. In the event an employee does not feel comfortable filing a complaint internally to CEO, they may submit a written complaint to the Ethics Officer or Board Chair.
4. Any employee that witnesses harassment as a bystander is encouraged to report it to the CEO, Ethics Officer, or Board Chair. A supervisor or manager who is a bystander to harassment is required to report it to the CEO.

B. Investigation Process

1. All harassment complaints, whether reported verbally or in writing, will be investigated as promptly as possible and resolved within a reasonable time after the receipt of the complaint. CEDC will coordinate an investigation of the complaint and, as part of the investigation, will collect relevant documents and/or records to be reviewed. Interviews will be conducted with all parties involved, including an relevant witness/witnesses.
2. Following the investigation, a written report of the Findings and Conclusions shall be issued by the investigator to the CEO and the Board. If the CEO is the subject of the investigation, the results will be issued to the Board alone. All information gathered during an investigation of a harassment complaint will be handled in a confidential manner, to the extent possible. The documents and interviews of employees will be maintained in a secure location.
3. Based upon the Findings and Conclusions of the investigation, a Determination on the complaint will be issued by the Board. Thereafter, at the direction of the Board, the CEO will communicate the results back to the complainant. In the event the alleged harasser is also an employee, they will also receive notification of the results of the investigation.

IV. RETALIATION

1. No person covered by this Policy shall be subject to adverse action for reporting incidents of harassment or discrimination, or assisting in any investigation of such a complaint.
2. Retaliation against any individual making a discrimination or harassment complaint or assisting in the investigation of such a complaint is strictly forbidden.
3. Retaliation is a form of misconduct.
4. Retaliation, like discrimination and harassment, is against the law and is a serious violation of this policy.
5. Employees who retaliate against other employees who complain about discrimination or harassment and/or participate in an investigation of discrimination or harassment will be subject to disciplinary action.
6. Individuals subject to this policy who believe they have been subject to retaliation should immediately reports same to the CEO, the Ethics Officer or Board Chair.

V. MISCELLANEOUS

1. In the event a complaint of discriminatory harassment is determined to be founded, CEDC will take disciplinary action in accordance with employer policies and procedures, and the provisions of state law.
2. This Policy does not preclude the filing of harassment complaints with either the New York State Division of Human Rights or the Federal Equal Employment Opportunity Commission, or the pursuing of any other remedies as permitted by law, including any applicable local laws. (See VII below) File your complaint as soon as possible as some time limitations may preclude bringing an action in certain forums. The following is contact information for the New York State Division of Human Rights. **General inquiries may also be directed to info@dhr.ny.gov and local offices are also available at infoAlbany@dhr.ny.gov.** The following is contact information for the Federal Equal Employment Opportunity Commission: www.eeoc.gov.

VI. RESPONSIBILITIES OF MANAGERS/SUPERVISORS

1. All managerial and supervisory personnel of CEDC shall be responsible for enforcing this Policy and shall have particular responsibility for ensuring that the work environment under their supervision is free from discriminatory harassment, retaliation and their effects. Failure of a manager or supervisor to comply with this responsibility may result in disciplinary action.
2. All managerial and supervisory personnel who witness harassment or any violation of this policy are required to report it. Failure to report may result in disciplinary action.
3. All managerial and supervisory personnel who receive discriminatory harassment complaints will be responsible for immediately forwarding such complaints to the CEO or Board Chair. The Board Chair shall forward all complaints to the CEO.
4. CEDC will conduct annual training for personnel on the issues surrounding discriminatory harassment, its effects and its appearances, and the role and responsibility of managerial/supervisory personnel in preventing incidents of harassment complaints.
5. CEDC shall distribute this Policy to all employees and all others covered by its parameters. Copies of this Policy will be distributed to new employees as they are hired and provided at each annual training.
6. Copies of this Policy will be conspicuously posted.

VII. LEGAL PROTECTIONS AND EXTERNAL REMEDIES

A. State Human Rights Law (HRL)

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

filed either with the Division of Human Rights (DHR) or in New York State Supreme Court.

If you believe that you have been sexually harassed, you can file a complaint with the New York State Division of Human Rights. The statute of limitations for filing a sexual harassment complaint with DHR is three years.

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

Complaining internally to CEDC does not extend your time to file with DHR or in court. The three years is counted from 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.

Individuals experiencing sexual harassment in the workplace may call the DHR hotline to seek counsel relative to issues of workplace sexual harassment at 1-800-HARASS-3, Monday through Friday, 9:00 AM to 5:00 PM.

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

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

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

B. Civil Rights Act of 1964

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

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

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 DHR, DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

C. 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.

D. 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. Contact the local police or sheriff’s department.

602 Dress and Personal Appearance

CEDC is a professional business and, as such, employees should always convey a professional image. Employees are expected to maintain an appropriate appearance that is businesslike, neat, clean, and professional.

603 Smoking Policy

No smoking is permitted in buildings or facilities owned and/or operated by the CEDC or their affiliates.

604 Drug-Free Workplace Policy

In compliance with the Drug-Free Workplace Act of 1988, CEDC has a longstanding commitment to providing a safe, quality-oriented and productive work environment. The use of alcohol and illegal drugs, intoxicants, and controlled substances, whether on or off duty, can impair employees’ ability to work safely and efficiently and poses a threat to the health and safety of CEDC employees and equipment and facilities. For these reasons CEDC prohibits the use of these substances to the extent that they affect, or have the potential to affect, the workplace.

This policy applies to all employees and all applicants for employment of CEDC.

CEDC prohibits the following while employees are working or are engaged in CEDC official business on and off CEDC premises:

1. The manufacture, sale, distribution, possession, and use, or attempt to do the same, of an illegal drug or controlled substance.
2. Being under the influence of alcohol, an illegal drug, intoxicant, or controlled substance.
3. Possessing or consuming alcohol.

The workplace is defined as any place where employees perform work.

Any employee suspected of possessing alcohol or an illegal drug, intoxicants, or a controlled substance is subject to inspection and search, with or without notice. Employees' personal belongings, including any bags, purses, briefcases, and clothing, and all CEDC property, are also subject to inspection and search, with or without notice. Employees who violate CEDC's drug and alcohol abuse policy will be removed from the workplace immediately. CEDC may also bring the matter to the attention of appropriate law enforcement authorities.

Alcohol Consumption

Individuals possessing, consuming or reporting to work under the influence of alcohol is a considered violation of CEDC's policy and subjects an employee to disciplinary action up to and including termination. To the extent alcoholic beverages are being served at CEDC-sponsored events or at events where the employee is representing CEDC, the employee is expected to refrain from excessive alcohol consumption. Employees engaging in excessive alcohol consumption shall be subject to discipline, up to and including termination.

Prescription Drugs

The use of prescription drugs and/or over-the-counter drugs may also affect employees' job performance and seriously impair employees' value to CEDC. CEDC will also not allow employees to perform their duties while taking prescribed drugs that are adversely affecting their ability to safely and effectively perform their job duties. Any employee who is using prescription or over-the-counter drugs that impairs his or her ability to safely perform the job or may affect the safety or well-being of others, must immediately notify the CEO. The employee may be required to submit a physician's statement that the prescription drug use will not affect job safety. The employee is not required to identify the medication or the underlying illness.

If any employee that reports to work that is impaired as a result of a properly prescribed medication or over-the-counter drug, may be sent home for the remainder of their shift and will be required to use any available accrual time for such absences.

Any violation of CEDC's Drug and Alcohol Abuse Policy may subject the employee to disciplinary action, up to and including termination.

605 Workplace Safety-No Violence

It is the policy of CEDC to provide a work environment free from threatening, intimidating and violent conduct. As such, CEDC does not and will not tolerate fighting, threatening words or conduct. Thus, any employees engaging in such conduct will be subject to disciplinary action, up to and including immediate termination. Weapons of any kind are strictly prohibited and not

permitted on Company premises. Employees are also prohibited from carrying any weapons to hospitals, doctors' offices or other customer locations while performing one's duties and are grounds for immediate termination. Employees that feel they are subjected to threatening, intimidating or violent conduct in the workplace are encouraged to remove themselves from the environment and immediately report same to the CEO of CEDC.

606 Travel and Expense Reimbursement Policy

All employees seeking to be reimbursed for travel and expenses must comply with the following procedures:

1. The CEO must give prior approval of all expenditures.
2. All travel and expense requests should be submitted in writing at least two (2) weeks in advance, unless in excess of \$250.00 and then such requests must be submitted six (6) weeks in advance.
3. All requests for reimbursements must be submitted in writing and within 90 days, absent prior written approval from the CEO.
4. The mileage reimbursement rate shall be the standard rate set by the IRS.
5. All necessary receipts must accompany any requested reimbursement.

607 Notice of Monitoring

Pursuant to New York State Civil Rights Law Section 52-C, please be advised that any and all telephone conversations or transmissions, electronic mail or transmissions, or internet access or usage by an employee by any electronic device or system, including but not limited to the use of a computer, telephone, wire, radio or electromagnetic, photo-electronic or photo-optical systems may be subject to monitoring at any and all times and by any lawful means.

CONCLUSION

We hope that this manual is of assistance to you and familiarizes you with CEDC policies and procedures. We welcome and look forward to a success partnership working together. If you have any questions, do not hesitate to ask.

Appendix A: ACKNOWLEDGEMENT RECEIPT

I, _____, acknowledge receipt of the CEDC Employee Handbook provided to me on _____. I agree to read and become familiar with its contents. I understand the Employee Handbook is not intended to provide any assurance of continued employment and the policies contained in it may be changed without warning or notice to me, and it is not an employment contract. I further understand, in the absence of a special employment agreement to the contrary authorized in writing by an officer of CEDC, my employment and compensation with CEDC is for no definite period of time and may be changed or terminated at any time by CEDC with or without cause, and with or without notice.

Print name

Signature of employee

Date