

Employee Manual



Issue Date: January 2018

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Disclaimer

This manual is not an employment contract. It is intended to provide guidance governing the employment relationship. It replaces and supersedes any prior manuals. This manual is not an offer of employment and does not evidence an employment relationship other than “at-will”. This “at-will” relationship means either the employer or employee may terminate the employment relationship at any time, for any reason (except an unlawful reason), with or without notice and without recourse. Long Island Cares, also known as your worksite employer, and Alcott HR reserve the right to amend, alter, modify or discontinue any policy, practice or benefit, when, in our judgment, it is practicable to do so.

Welcome

Welcome to Long Island Cares Inc. (“Long Island Cares”, “the Organization” or “worksite employer”). Contained in this manual is some information about Long Island Cares, its basic employment policies and benefits that are important to know.

Long Island Cares is unique in the manner in which it administers its human resources, payroll and benefit programs. To provide employees with a wide range of benefits not normally available to a small employer, we have availed ourselves of the services of Alcott HR (“Alcott”), a Professional Employer Organization (P.E.O.). Long Island Cares is considered the “worksite employer.”

This manual summarizes our policies in order to keep everyone informed of these policies. It is not intended to be all-inclusive. Policies may change from time to time as management deems appropriate. Long Island Cares, Alcott and the plan administrators, reserve the maximum discretion permitted by law to administer, interpret revise or rescind any policy, program or benefits with or without notice. While we intend to continue the policies, rules and benefits described in this manual, the Long Island Cares and/or Alcott may always modify or vary from the matters set forth in this manual at its discretion, with the exception of the at-will policy. **Neither this manual nor any other Long Island Cares practice or communication creates an employment contract of any kind other than an “at-will” relationship as described on the preceding page and in the paragraph below. No supervisor or employee of Long Island Cares or Alcott has the authority to offer any other type of employment relationship, job security or pre-termination procedures except in a writing signed by the Chief Executive Officer.**

All employees are employed on an “at-will” basis, which means that either the employer or employee may terminate the employment relationship at any time, for any reason (except an unlawful reason), with or without notice and without recourse.

This manual replaces and supersedes all previously issued manuals and policy statements or memoranda on the subjects contained in this manual. Employees are responsible for abiding by our rules and policies and their continued employment after any of these policy changes indicates their agreement with these policies.

Any violation of the policies contained in the manual or other Long Island Cares policies or procedures may result in disciplinary action up to and including termination. In the absence of a policy, or where laws or regulations differ, the law and/or regulation will apply. Additionally, the benefit programs are described more fully in the Group Insurance Contracts and Plan and Trustee Documents, which govern all coverages. In the event of any conflict or inconsistency with the details listed in this manual or with any other written or oral statements or representations, the official details contained in the plan and trust documents shall control. Nothing herein is intended to prevent employees from exercising rights under section 7 of the National Labor Relations Act.

If after reading the manual there are any questions, employees are encouraged to contact a supervisor or an Alcott Human Resources representative for help and guidance.

Contact Information

Long Island Cares
10 Davids Drive
Hauppauge, NY 11788
631-582-3663

Alcott HR
71 Executive Boulevard, P.O. Box 160
Farmingdale, NY 11735
1-888-4ALCOTT / 631-420-0100

Mission Statement

The Mission of Long Island Cares is to bring together all available resources for the benefit of the hungry on Long Island. Our Vision is "A Hunger-Free Long Island."

Long Island Cares provides emergency food where and when it is needed, sponsors programs that help families achieve self-sufficiency, and educates the general public about the causes and consequences of hunger on Long Island.

Long Island Cares relies on the generosity and strong support of the individuals, corporations, and foundations that make up our community. We are deeply grateful to the many who join with us and support our commitment to strengthen and secure the future of our community by providing a healthier and more meaningful life to those among us in need.

Long Island Cares offers its services without regard to ethnicity, gender, religion, sexual orientation, age, marital or veteran status, medical condition or handicap, or any other legally protected status.

Long Island Cares is a not-for-profit 501(c)(3) organization, community based, regionally responsive, and working in partnership with other charitable agencies to fight hunger in Nassau and Suffolk Counties. We are the leading anti-hunger organization and the premier food bank on Long Island.

Long Island Cares was founded in 1980 by the late singer/songwriter and social activist Harry Chapin in response to the immediate needs of hungry Long Islanders. It is continued today by his wife and partner Sandy Chapin. In the years since Harry left us, Long Island Cares has become an organized force of caring, dedicated people who are making a difference in the fight against hunger on Long Island.

Employment Practices

Employment at Will

The employment relationship is "at-will", which has been defined in the "Welcome" section. Moreover, regardless of anything contained in this manual and regardless of any custom or practice, the Organization and Alcott HR make no promises and remain free to change policies, benefits, and all other working conditions without having to consult anyone or obtain anyone's agreement. Just as any employee has the right to terminate his/her employment for any reason, the employer retains the absolute power to discharge anyone at any time, with or without cause, and without prior notice. Only the Chief Executive Officer has the authority to make an agreement for any type of employment other than at-will employment which states employment for a definite term and which must be in writing and signed by the Chief Executive Officer. Employees must note that termination of employment with Alcott may not necessarily terminate their employment with Long Island Cares.

Equal Employment Opportunity

The role of each employee within Long Island Cares is important and a sense of well-being is crucial to our success. We are concerned about all of our employees. Long Island Cares' and Alcott's policy is to have a workplace where there is:

- Equal employment opportunity in all employment-related matters, including hiring, training, promotion, compensation, benefits, transfers and other personnel actions. Neither Alcott nor the Organization will discriminate against an employee or applicant based on the following protected characteristics: race, creed, religion, color, sex, national origin, age, physical or mental disability, marital status, veteran status, sexual orientation, domestic violence victim status, uniformed services status, genetic information, conviction status, HIV/AIDS status, or any other characteristic protected by law, rule or regulation ("Protected Classes");
- Open communication to address each employee's concerns and expectations and a recognition of the need for constructive and timely feedback;
- A safe and healthy work environment;
- An environment where there is zero tolerance of harassment, discrimination or retaliation against any employee by a co-worker, supervisor, customer or other individual;
- Reasonable accommodation to applicants' and employees' religious beliefs and practices;
- Reasonable accommodation for qualified persons with disabilities requiring same; and
- Maintenance of simple procedures to report workplace problems, including disputes with co-workers, operational deficiencies, harassment, discrimination, retaliation, or any other concern anyone may have.

All members of management and supervisors are expected to support and abide by this policy without reservation.

Harassment Prevention Policy

We have a zero-tolerance policy for harassment or discrimination on the basis of sex or gender of any employee by a supervisor, employee, visitor or the representatives of other businesses with whom an employee interacts as part of his/her job. This zero tolerance for harassing or discriminatory conduct also applies to harassment or discrimination on the basis of any of the Protected Classes enumerated in the EEO policy. The purpose of this policy is not to regulate personal morality within the Organization or Alcott. It is to ensure that all employees are free from harassment or discrimination on the basis of sex, race, gender or any other Protected Classes.

Federal law defines sexual harassment as unwanted sexual advances, requests for sexual favors or visual, verbal or physical conduct of a sexual nature when: (1) submission to such conduct is made a term or condition of employment; or (2) submission to or rejection of such conduct is used as basis for employment decisions affecting the individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment.

For example, while it is not easy to define precisely what types of conduct could constitute sexual harassment, examples of prohibited behavior include unwelcome sexual advances, requests for sexual favors, obscene gestures, displaying sexually graphic magazines, calendars, or posters (including those displayed on electronic media), sending sexually explicit e-mail, text message, photos or voice mail and other verbal or physical conduct of a sexual nature, such as uninvited touching of a sexual nature or sexually-related comments. Depending upon the circumstances, the conduct can also include sexual joking, vulgar or offensive conversation or jokes, commenting about an employee's physical appearance, conversation about the employee's own or someone else's sex life, teasing or other conduct directed toward a person because of his or her gender which is sufficiently severe or pervasive to create an unprofessional and hostile work environment.

Other types of harassment are identified as verbal or physical conduct that denigrates or shows hostility toward another because of his/her Protected Class. As with sexual harassment, this conduct is prohibited and must be reported immediately. Because it is difficult to define harassment, employees are expected to behave at all times in a professional and respectful manner. All such conduct listed above is unacceptable in the workplace and in any work-related settings such as business trips and business related social functions, regardless of whether the conduct is engaged in by a supervisor, co-worker, client, customer, vendor or other third party.

We want everyone to know that submission to unwelcome sexual conduct or any form of harassment is NOT a term or condition of his/her employment.

Anyone who believes that he/she has been subjected to harassment from a member of management, co-worker, vendor, or other third party must bring the matter to his/her supervisor, or any other member of management or an Alcott representative (631-420-0100 or 1-888-4ALCOTT). To the extent practical and appropriate, complaints of harassment or discrimination and subsequent investigations will be treated as discreetly as possible. All investigations will promptly be handled and designed to protect the privacy of all parties concerned. Employee cooperation in investigations is a condition of employment.

Supervisors must immediately report to management, and/or Alcott's Human Resources department, any incident that they observe or any complaint or report of incident that might be harassing or discriminatory in nature. All members of management and supervisory employees have the explicit responsibility and duty to take immediate corrective action to prevent any sexual, racial, ethnic or other unlawful harassment of our employees and must contact their supervisor and Alcott's Human Resources representatives for assistance in this area.

Neither Alcott nor the Organization will tolerate any reprisal or retaliation taken against any employee who raises concerns about harassment at work, or who participates in any investigation pursuant to this policy. If any retaliatory or inappropriate behavior occurs, it must promptly be reported to a supervisor or a member of management or Alcott's Human Resources department (631-420-0100 or 1-888-4ALCOTT).

Violations of this policy will result in appropriate disciplinary action against the harasser, up to and including termination. Likewise, if after investigation the Organization and/or Alcott determine that a complaint was not made in good faith or that an employee has provided false information in connection with the complaint, the employee

who made a false complaint or gave the false information may be subject to disciplinary action up to and including termination.

Accommodation Policy

We prohibit any and all discrimination against a disabled person as defined by applicable law. This includes, but is not limited to, discrimination with regard to hiring, promotion, discharge, compensation, benefits, training, and all other aspects of employment. The Organization seeks to reasonably accommodate qualified individuals with known disabilities if the accommodation(s) do not pose an undue hardship on the Organization's business operations. Employees who require an accommodation in order to perform the essential functions of the job should contact their supervisor and request such an accommodation.

Guidelines for Working at Long Island Cares

Open Door Policy

The achievement of individual and Organization goals depends on the employees' right to speak frequently and openly with supervisors, management or an Alcott representative. We ask that any concerns be addressed with a supervisor or member of management so that they can be evaluated and resolved quickly, in a manner which enhances mutual respect and understanding. We will continue to listen and to do our best to provide a healthy, productive and amicable work environment.

Falsification of Records and Documents

It is against Organization policy to falsify any documents or records or to make material omissions in any information or data and doing so may subject an employee to immediate disciplinary action up to and including termination.

Whistleblower Policy

The following procedure has been established to assure that our organization, employees, Board members, and volunteers comply with recognized best practices and standards relative to business conduct. This policy aims to provide an avenue to raise concerns with the reassurance that the organization will provide protection from reprisals or victimization for whistle blowing in good faith.

1. Long Island Cares, Inc. requires directors, employees and volunteers, to observe the highest possible standards of ethical, moral, legal, business and personal conduct in carrying out their duties and responsibilities. Employees and representatives of the organization must practice honesty and integrity in fulfilling their responsibilities and comply with all applicable laws and regulations.
2. The reputation of Long Island Cares, Inc. is our most precious asset. Our standing in the community is equally as important. Management and the Board of Directors are most interested in hearing immediately about any concerns of any employee or volunteer or other stakeholder relative to any issue which may threaten this asset.
3. Long Island Cares, Inc. is committed to providing accurate and reliable information in its financial records. No false, misleading, or artificial entries shall be made in the organization's books and records for any reason, and all accounting, internal controls, or auditing matters shall be conducted in accordance with all applicable laws and Generally Accepted Accounting Principles (GAAP). The organization is also committed to achieving compliance with all federal and state labor laws, regulations governing charitable organizations and corresponding standards and practices.
4. The Whistleblower Policy is intended to cover serious concerns that could have an impact on our organization from such actions that:
 - a. May lead to incorrect financial or poundage reporting;
 - b. Are unlawful;
 - c. Are not in line with organization policy;
 - d. Otherwise amount to serious improper conduct: to include: the receipt, retention, and treatment of complaints received by the organization regarding questionable accounting, internal controls or auditing matters by employees, directors, officers, and other stakeholders of the organization.
5. Harassment, Victimization or Retaliation will not be tolerated. This Whistleblower Policy is intended to encourage and enable directors, volunteers, employees and other stake holders in the organization to raise concerns within the organization for investigation and appropriate action. With this goal in

mind, no one who, in good faith, reports a concern shall be subject to retaliation or, in the case of an employee, adverse employment consequences. Moreover, anyone who retaliates against someone who has reported a concern in good faith is subject to discipline up to and including dismissal from the volunteer position or termination of employment.

6. Confidentiality. Reasonable effort will be made to protect the complainant's identity, subject to the organization's need to investigate and address the complaint. The person submitting a complaint should include a telephone number in the submission at which he or she may be contacted if it is determined that contact is appropriate and necessary. Disclosure of reports of concerns to individuals not involved in the investigation will be viewed as a serious disciplinary offense and may result in discipline, up to and including dismissal from the volunteer position or termination of employment.
7. Anonymous Allegations: The policy encourages directors, employees, volunteers and other stake holders in the organization to put their names to allegations because appropriate follow-up questions and investigation may not be possible unless the source of the information is identified. Claims may be submitted anonymously but it is hoped that these be in writing.
8. Concerns expressed anonymously will be investigated, but consideration will be given to:
 - a. The seriousness of the issue raised
 - b. The credibility of the concern
 - c. The likelihood of confirming the allegation from attributable sources.
9. Malicious Allegations: Any allegations that prove not to be substantiated and which prove to have been made maliciously or knowingly to be false will be viewed as a serious disciplinary offense and may result in disciplinary action up to and including dismissal from the volunteer position or termination of employment.
10. Reporting: Our organization's open-door policy suggests that employees share their questions, concerns, suggestions or complaints with an immediate supervisor or someone in management whom they are comfortable approaching. Supervisors and managers are required to report suspected violations to the Chief Executive Officer who has specific responsibility to investigate all reported violations. For suspected fraud, or when the individual is not satisfied or comfortable with the open-door policy, individuals should contact a member of the Board of Directors' Executive Committee in accordance with our organization's Grievance procedure and Personnel Practices Manual.
11. A concern may be presented verbally or in writing as best fits the situation. The Chief Executive Officer in conjunction with the appropriate area director receiving the information will be responsible for investigating, and making appropriate recommendations to correct the activity. The Board of Directors' Executive Committee will be informed of all concerns and will have specific and exclusive responsibility to oversee the investigation of all concerns. If, for any reason, the original receiver of the information does not promptly respond to the concern, the reporting individual should directly report the concern to the next person(s) in authority (as outlined above).
12. The Chair of the Board's Policy and Administration Committee will maintain documentation of concerns or complaints, tracking their receipt, investigation and resolution and shall prepare a periodic summary report for the Board. Copies of complaints and the log will be maintained in accordance with the Organization's document retention policy.
13. Timing: The earlier a concern is expressed, the easier it is to take action.
14. The individual(s) reporting the concern will receive an acknowledgement of the concern within five business days. It will not be possible to acknowledge receipt of anonymously submitted concerns. All reports will be promptly investigated, and appropriate corrective action will be recommended to members of the Board's Policy and Administration Committee, if warranted by the investigation. In addition, action taken must include a conclusion and/or follow-up with the complainant for complete closure of the concern. Long Island Cares, Inc. has the authority to retain outside legal counsel,

accountants, private investigators, or any other resources deemed necessary to conduct a full and complete investigation of the allegations.

15. **Good Faith:** Anyone reporting a concern must act in good faith and have reasonable grounds for believing the information disclosed indicates an improper accounting or auditing practice, or a violation of Long Island Cares' Code of Conduct. The act of making allegations that prove to be unsubstantiated, and that prove to have been made maliciously, recklessly, or with the foreknowledge that the allegations are false, will be viewed as a serious disciplinary offense and may result in discipline, up to and including dismissal from the volunteer position or termination of employment.

Performance Reviews

New employees receive a verbal evaluation of their performance at the completion of three (3) months of employment to review progress and/or any performance concerns. A brief written performance summary is completed and reviewed with an employee when he or she completes 6-months of consecutive service

Annual employee performance evaluations are completed and reviewed on or about the employee's anniversary date of employment. An employee will receive a written review that may be discussed in a meeting with his/her supervisor. This review has several purposes: to ensure that each employee is familiar with the scope of his/her duties; to provide specific feedback on each employee's performance; to set future expectations for success; and to rate the employee's performance. An employee's performance rating is based on how well he/she performs the functions of his/her job, and will include such performance characteristics as quality of work, job knowledge, cooperation with other employees, customer/client relations and attendance. A performance review may result in a wage increase, but it is not a guarantee.

The performance review is a dialogue. It is an opportunity for the employee to discuss with his/her supervisor his/her needs in terms of support and direction. Employee preparation for the performance review discussion is as important as preparation on the part of the supervisor.

Performance reviews are recorded as completed as of when they are due, not when they are done (if late). This means the next review will be done on the next hiring anniversary. Reviews overdue three months or more are noted in employee and supervisor personnel files.

Performance Improvement

Performance Improvement may be required whenever management believes an employee's behavior is less than satisfactory and can be resolved through effective corrective action.

The purpose of discipline is to encourage proper conduct, and to prevent certain behavior, not to punish employees. Disciplinary action may call for any of the three steps – verbal warnings, written warnings or termination – depending on a number of circumstances including the severity of the problem and the number of occurrences. There may be circumstances when one or more of the steps are bypassed, in management's sole discretion.

With respect to performance improvement, these steps will normally be followed: a first and/or second offense may call for a verbal warning; the second offense may be a written warning; if no improvement is made the offense may lead to suspension. Long Island Cares recognizes that there are certain types of employee problems that are serious enough to justify either written reprimand and in some situations, immediate termination, without going through the usual steps mentioned above.

We hope that most employee problems can be corrected at an early stage, benefiting both the employee and Long Island Cares.

This policy does not alter the at-will employment relationship.

Employee Privacy

LIC recognizes its employees' rights to privacy. In collecting, maintaining, disclosing, and disposing of personal information about employees, LIC makes every reasonable effort to protect employees' privacy rights and interests and prevent inappropriate or unnecessary disclosures of information from any employee's file or record. To further this goal, LIC sets forth these policies:

1. LIC collects and retains personal information only as needed to conduct business and administer employment and benefit programs. Personal information collected by the Organization includes employee names, addresses, telephone numbers, e-mail addresses, emergency contact information, EEO data, social security numbers, dates of birth, employment eligibility data, benefit plans enrollment information, which may include dependent personal information, and school/college or certification credentials.
2. The security and confidentiality of all personal information in our records will be protected.
3. LIC does not release sensitive information about employees or former employees to outsiders without written consent, unless required by judicial order, federal or state laws, or an investigation by a law enforcement or government agency.
4. LIC reserves the right to use global positioning system (GPS) or similar technology to monitor the location and activities of organization vehicles for safety, job performance, and distribution/service efficiency reasons.
5. Internal access to personnel records is limited to managers having a business-related need for information about their employees and only the specifically required records will be released.
6. Employee personnel files and the information therein remain the property of LIC.

Emergency Closings

At times, emergencies such as severe weather, fires, or power failures, can disrupt Organization operations. In extreme cases, these circumstances may require closing our facilities. In the event that such an emergency occurs during non-working hours, instructions will be communicated by your manager. The Organization will comply with all applicable laws pertaining to compensation during an emergency closing.

Identification Problem Policy

Employees must possess a valid social security number or other work permit as a condition of employment. Employees who have been notified that they have identification problems with their Social Security number are required to resolve the problem in a satisfactory manner within ninety (90) days of such notification. If employees do not resolve such problems within these ninety (90) days, employment may be terminated.

Confidentiality Statement

The protection of confidential business information and trade secrets is vital to the interests and the success of Long Island Cares. In accordance with this policy, confidential information as defined below should not be shared except when part of the employee's duties. Notwithstanding the foregoing, we do not discourage or prohibit non-managerial employees from speaking with or sharing information with others about their wages, hours, or other

terms and conditions of employment. Nothing in this policy should be interpreted as prohibiting such information sharing.

Confidential information includes, but is not limited to, client lists, customer or client information, financial, information, intellectual property, price lists, marketing strategies, new materials research, pending projects and proposals, research and development strategies, technological data and prototypes, and source code.

Such confidential information has been created, discovered or developed by Long Island Cares or is information in which property rights have been assigned or otherwise conveyed to Long Island Cares. Employees must respect the laws regarding copyright, trademarks, rights of publicity and other third-party rights.

Disclosure of trade secrets or confidential business information without Long Island Cares' prior written consent is prohibited by Long Island Cares' policies as explained in this confidentiality statement. Additionally, under no circumstance are these confidential materials, documents or other information to be removed from Long Island Cares' premises without the prior express permission of the Chief Executive Officer of Long Island Cares.

Conflict of Interest Policy

A. Definitions

As used in this Policy, the following terms have the meanings set forth below:

"Affiliate" means, with respect to Long Island Cares, any entity controlled by, in control of, or under common control with Long Island Cares.

"Applicable person" means each director, officer and key employee of Long Island Cares.

"key employee" means any person who is in a position to exercise substantial influence over the affairs of Long Island Cares, as referenced in 26 U.S.C. Section 4958(f)(1)(A) and further specified in 26 C.F.R. Section 53.4958-3(c), (d) and (e), or succeeding provisions.

"relative" of an individual means his or her (i) spouse, ancestors, brothers and sisters (whether whole or half-blood), children (whether natural or adopted), grandchildren, great-grandchildren, and spouses of brothers, sisters, children, grandchildren, and great-grand-children; or (ii) domestic partner as defined in section twenty-nine hundred ninety-four-a of the New York Public Health Law.

"related party" means (i) any director, officer or key employee of Long Island Cares or any affiliate of Long Island Cares; (ii) any relative of any director, officer or key employee of Long Island Cares or any affiliate of Long Island Cares; or (iii) any entity in which any individual described in clauses (i) and (ii) above has a 35% or greater ownership or beneficial interest or, in the case of a partnership or professional corporation, a direct or indirect ownership interest in excess of 5%.

"related party transaction" means any transaction, agreement or any other arrangement in which a related party has a financial interest and in which Long Island Cares or any affiliate of Long Island Cares is a participant.

B. Statement of Purpose

The Board of Directors of Long Island Cares adopts the following Conflict of Interest Policy which applies to all applicable persons:

The applicable persons have fiduciary obligations of care and loyalty to Long Island Cares in connection with their service as such. To promote and assure adherence to those obligations, it is essential for all applicable persons to avoid the fact or the appearance of a conflict of interest. A conflict of interest may arise whenever a related party proposes to enter into a related party transaction. To avoid the fact or appearance of any such conflict, it is necessary for each applicable person to make full disclosure of any potential related party transaction, and to avoid participation in decisions relating to such transactions.

To assure the vigorous administration of and compliance with the foregoing, (1) all applicable persons shall periodically be informed of this Policy and implementing procedures; (2) as set forth below, all applicable persons will be required to file an Annual Conflict of Interest Declaration, and a copy of each such Declaration will be provided to the finance and audit committee of the Board of Directors; and (3) all related party transactions shall be subject to the review and approval of the disinterested members of the Board.

C. Potential Conflicts of Interest

A conflict of interest may arise when Long Island Cares enters into a transaction or other business relationship with a related party.

It is impossible to define all situations in which a conflict may arise. Examples of potential conflicts of interest include the acquisition of goods or services by Long Island Cares from a Board member and/or officer or a member of his or her family, or from an entity in which any such person holds a position or has an interest; business ventures between Long Island Cares and any such person or entity; and the employment by Long Island Cares of a Board member's family. For purposes of this Policy, interests and relationships that give rise to actual or potential conflicts shall include, but are not limited to, the following:

1. Service by a Board member and/or officer or member of his or her family as an officer, director, employee, partner, proprietor or owner of 5% percent or more of the equity of an entity doing business with Long Island Cares;
2. Family relationships with employees of Long Island Cares; or
3. Material investments that might be affected by investments or other decisions of Long Island Cares provided that the following investments shall not be deemed to be material investments or otherwise to affect such decisions: (a) ownership of shares or the right to purchase shares in the stock of any publicly-traded company if such shares are less than 5% percent of the outstanding voting shares of the company; (b) shares of mutual funds or the securities of a governmental entity; (c) an interest in a blind trust; or (d) any debt instruments of publicly-traded companies.

D. Procedures in the Event of Conflicts

Any related party transaction is subject to the review and approval of the disinterested members of the Board to ensure that such transaction or relationship is in the best interest of Long Island Cares and complies with Long Island Cares policy and all applicable legal and ethical guidelines.

Long Island Cares shall not enter into any related party transaction unless the transaction is determined by the Board to be fair, reasonable and in Long Island Cares' best interest at the time of such determination. The administration of Long Island Cares is authorized to enter into a related party transaction provided such transaction has been approved by the Board as provided below.

If an applicable person has an interest with respect to any particular related party transaction contemplated or proposed to be taken by Long Island Cares, he or she shall promptly disclose the potential conflict and the material facts pertaining thereto to the Chief Executive Officer and the Board or an authorized committee thereof. Such applicable person shall answer any questions from, and may present information to, the Board or authorized committee about the matter prior to the commencement of deliberations or voting relating thereto. Such applicable person shall not be present at any vote with respect to the matter or participate in the discussion of the matter, and, if such applicable person is a Board member, he or she shall not be counted for the purposes of a quorum and shall not vote on the issue. No applicable person who is party to a related party transaction shall improperly influence or attempt to influence the deliberation or voting on such transaction.

With respect to any related party transaction involving Long Island Cares and in which a related party has a substantial financial interest, the Board, or an authorized committee thereof, shall:

1. prior to entering into the transaction, consider alternative transactions to the extent available;
2. approve the transaction by not less than a majority vote of the Directors or committee members present at the meeting; and
3. contemporaneously document in writing the basis for the board or authorized committee's approval, including its consideration of any alternative transactions.

The existence and resolution of any conflict shall be documented in Long Island Cares' records, including in the minutes of any meeting at which the conflict was discussed or voted upon.

E. Annual Disclosure of Potential Conflicts

Prior to the initial election of any person as a director of Long Island Cares, such person shall complete, sign and submit to the secretary of the Board a written statement identifying, to the best of such person's knowledge, any entity of which such person is an officer, director, trustee, member, owner (either as a sole proprietor or a partner), or employee and with which Long Island Cares has a relationship, and any transaction in which Long Island Cares is a participant and in which such person might have a conflicting interest. In addition, on or before November 1 of each year, each director shall submit such a written statement. The secretary of the Board shall provide a copy of all completed statements to the chair of the finance and audit committee or, if there is no finance and audit committee, to the chair of the Board. The finance and audit committee of the Board shall annually review all such statements and advise the Chief Executive Officer and the Chairman of the Board concerning potential conflicts indicated by such statements. Such statements shall be available to all Board members upon request. Each Board candidate or Board member shall agree to answer any questions of other Board members concerning potential conflicts indicated by such statements.

F. Confidentiality

All information concerning actual or potential conflicts of interest shall be held in confidence unless the best interests of Long Island Cares or the requirements of applicable law otherwise dictate. There shall be no disclosure of such information, including but not limited to the conflict disclosure statements, except upon a majority vote of the Board or as may be required by applicable law.

G. Conflict of Interest

Employees should avoid actual and potential conflicts of interest. An action may constitute a conflict of interest without being in violation of any law, rules, or regulations. Examples of conflicts of interest include:

- Accepting commissions, services, preferential treatment, excessive entertainment or travel, gifts of more than a nominal value, a share of profits, or other payments from companies doing business with or seeking to do business with Long Island Cares;
- Using proprietary or confidential knowledge (See Confidentiality Statement) acquired through work at Long Island Cares for one's own personal financial gain or benefit;
- Taking an Organization opportunity for the benefit of the employee, the employee's relative or colleague;
- Working for a direct competitor of the Organization or a vendor or supplier that would have influence over an Organization account.
- Receiving financial or material gain from or on behalf of a program participant.

If you are not sure if something constitutes a conflict of interest, we encourage you to ask your supervisor before engaging in the activity.

Outside Employment

Employee activities outside the workplace are only important to Long Island Cares if they affect the Organization and the employee in the job. Full time employees are expected to treat their position at Long Island Cares as their primary employment. Employees with a second job and those considering taking on a second job are encouraged to notify their supervisor immediately to ensure the second job does not present a conflict of interest and will not interfere with the employee's full-time position at Long Island Cares. At no time will an employee be permitted to engage in or enter into gainful employment while on leave of absence without written permission from the Organization prior to commencement of a leave (see also the Family and Medical Leave policy).

Responding to Inquiries about Current or Former Employees

Generally outside requests for information about current or former employees will be referred to The Work Number. The Work Number is an employment verification service that provides fast secure service and is used when applying for a mortgage, car loan or reference checking or any other instance where proof of employment or income is needed. Adherence to this policy is critical to protect the Organization, the person to whom the inquiry is addressed, and the person on whose behalf the inquiry is being made.

Dress Code

A neat and professional appearance and good hygiene are required. It is expected that all employees will exercise good judgment and dress appropriately for their jobs. The nature of the work and the prevailing dress practices of the position as determined by the Organization are factors that employees should take into consideration when determining appropriate dress. Management, at its discretion, may determine if dress and accessories meet dress code standards.

Conduct Guidelines

To function effectively, every Organization must develop policies and procedures to ensure that co-workers' and the Organization's rights are respected. Our Organization is no exception. Generally, conduct that may be disruptive, unproductive, unethical or unlawful will not be tolerated.

Violation of our Conduct Guidelines may lead to disciplinary action, which, based on the circumstances of the individual case, could result in corrective action up to and including termination. Examples of conduct which could result in corrective action include, but are not limited to:

- Failing to be courteous to all customers and co-workers;
- Failing to maintain a professional demeanor;
- Possessing, using, selling or reporting to work under the influence of drugs or other controlled substances;
- Bringing alcoholic beverages onto Organization property, drinking alcoholic beverages during working hours or drinking alcoholic beverages on Organization property;
- Reporting or being in an unfit condition to work;
- Stealing Organization property or stealing or damaging the property of another employee;
- Willful defacing or damaging of Organization property;
- Engaging in any acts of workplace violence or making threats;
- Knowingly completing another employee's time records, arranging to have another employee complete your time record or failing to accurately complete time records;
- Falsifying Organization records, including records relative to time worked;
- Wrestling, fighting, throwing objects, playing practical jokes, participating in horseplay or using profanity on Organization property;
- Refusing to follow the orders of a supervisor or otherwise being insubordinate;
- Failing to do ones share of the housekeeping and maintaining his/her work area in a clean, safe presentable manner;
- Acting in an incompetent or irresponsible manner, exhibiting carelessness, poor workmanship or poor productivity;
- Failing to use safety devices or willfully disregarding normal safety practices;
- Violating meal and rest period rules;
- A pattern of unexcused absences or excessive tardiness that violates Organization policy or is otherwise deemed inappropriate by the Organization;
- Any other conduct deemed unacceptable by the Organization.

Nothing in this policy alters an employee's at-will employment relationship. The Organization may consider an employee's job performance, prior violation of our work rules, and other relevant circumstances in determining in its sole discretion, whether to counsel, warn, suspend or terminate an employee. It is up to the employee's supervisor and the Organization's management to decide whether and what corrective action, up to and including termination, is appropriate.

Smoking

Smoking, including the use of e-cigarettes, is strictly prohibited in Organization owned or leased buildings, including offices, hallways, waiting rooms, restrooms, lunch rooms, elevators, meeting rooms, conference rooms, lobbies and the parking lot. This policy applies to all employees, clients, contractors and visitors. Employees will be allowed to smoke in designated smoking areas within the structures of regular employee break and/or meal periods. Unauthorized breaks may result in disciplinary action.

Non-Solicitation and Non-Distribution

Solicitation by one employee of another employee is prohibited while either the person doing the soliciting or the person being solicited is on working time. Distribution of advertising material, handbills, or other literature in working areas of the facility is prohibited at all times. Moreover, solicitation, distribution of literature or trespassing on facility property by non-employees is prohibited at all times.

As used in this policy, "working time" includes all time for which an employee is paid and/or is scheduled to be performing services for the Organization; it does not include break periods, meal periods, or periods in which an employee is not performing and is not scheduled to be performing services or work for the Organization.

Donated Food

Employees will not sell, offer for sale, barter, use, consume, or take any donated food items or other non-food products donated to Long Island Cares. Employees shall not and cannot consider any of the above mentioned products as a "gift" to said employee personally. Willful violation of this rule will result in disciplinary action up to and including termination.

Safety of our Employees

Workplace Safety

Long Island Cares is sincerely concerned for the health and well-being of each member of the team. A safe workplace takes teamwork. Your actions and concern for safety, or lack of them, can affect not only your health and well-being, but those of your co-workers and the organization itself. We take your safety seriously and you should as well. For this reason, willful or habitual violation of safety rules will be considered cause for dismissal from Long Island Cares.

The commitment at all levels of management to safe working procedures and conditions is absolutely necessary for a safe work environment. All managers and supervisors must be held accountable for their responsibilities under the program, including communication of safety procedures and practices to their staff, supervision so that these policies are followed, detection and correction of unsafe and unhealthy actions and conditions, and following up on employee feedback concerning safety issues.

Any injury at work, no matter how small, must be reported immediately to your supervisor and receive first aid attention. Serious conditions often arise from small injuries if they are not cared for at once. You will be asked to fill out, or provide answers to questions on an accident investigation form. Please provide only factual observations for “Who, What, When, and Where” questions; your personal opinions will be valued for questions involving “Why.”

To ensure your safety, and that of your co-workers, please observe and obey the following rules and guidelines. Some of these may not apply to all employees:

- Learn, observe, and practice the safety procedures established for your particular job.
- At all times, use common sense. Think, focus, and concentrate on what you are doing.
- Never distract another employee, as you might cause him or her to be injured. If necessary to get the attention of another employee, wait until it can be done safely.
- Lift properly—use your legs, not your back. For heavier loads, ask for assistance.
- Do not operate machines or equipment until you have been properly instructed and authorized to do so by your supervisor. Do not allow visitors, interns, or volunteers to do so until they have been properly instructed and authorized by your supervisor.
- Do not wear loose clothing or jewelry around machinery. It may catch on moving equipment and cause a serious injury. Do not adjust, clean, or oil moving machinery.
- Wear protective equipment where required, such as goggles, safety glasses, masks, gloves, work boots, etc. Do not disengage or circumvent equipment safety features.
- Shut off electrical and motor equipment when leaving, even for short periods of time.
- Do not tamper with electric switches or the controls of unfamiliar equipment.
- Forklifts will be operated only by authorized personnel. Walk-type lift trucks will not be ridden and no one but the operator is permitted to ride forklifts. Do not exceed a speed that is safe for existing conditions. Forklifts are to be parked in safe areas.
- Keep your work area clean. Look for things that could cause accidents and fix them.
- Do not clutter your work area with files, papers, boxes, trash, etc. Keep walkways clear and never take hazardous shortcuts when moving from one place to another.
- Clean up spilled liquid, oil, or grease immediately. Place trash in proper containers.
- Pile materials, skids, bins, boxes, or other equipment so as not to block aisles, exits, firefighting equipment, electric lighting or power panel, valves, etc.

- Do not block access to fire extinguishers. Keep fire doors and aisles clear at all times.
- Smoke only in designated areas outside and never inside the building or near exits.
- Fighting, running, athletic games, and horseplay are forbidden in our building and anywhere on our property. Do not engage in such other practices that are not consistent with ordinary and reasonable common-sense safety rules and behavior.
- While traveling on business, use caution to arrive at your destination safely, and be aware of distracted driving. For example, do not use telecommunication equipment in an unsafe and illegal manner, such as sending text messages or making telephone calls without a hands-free device while operating a motor vehicle. Obey all traffic laws.
- In case of sickness or injury, no matter how slight, report at once to your supervisor.
- An employee should not treat his/her own or someone else's injuries beyond simple first aid, and should take care not to injure oneself in responding to another injury, unless properly trained.
- In case of serious injury resulting in possible fracture to legs, back, or neck, or any accident resulting in an unconscious condition, or a severe head injury, the person is not to be moved until medical attention has been given by authorized personnel.
- HELP PREVENT ACCIDENTS. Report unsafe conditions or acts to your supervisor. This includes any unsafe behavior by another employee. This communication is to be held in strict confidence by the supervisor, who will then determine the proper course of action.

Workplace Violence Prevention

We are strongly committed to providing a safe workplace. The purpose of this policy is to minimize the risk of personal injury to employees and damage to our property. We specifically discourage employees from engaging in any physical confrontation with a violent or potentially violent individual. However, we do expect and encourage our employees to exercise reasonable judgment in identifying potentially dangerous situations and informing management accordingly.

Threats of harm or any other acts of aggression or violence made toward or by any employee WILL NOT BE TOLERATED.

For purposes of this policy, a threat can be verbal or physical, attempts to intimidate or to instill fear in others, menacing gestures, bringing weapons to the workplace, stalking, or any other hostile, aggressive, injurious and/or destructive actions undertaken for the purpose of domination or intimidation.

All potentially dangerous situations including threats by co-workers should be reported immediately to a supervisor, or to any other member of management with whom the employee feels comfortable, or an Alcott representative. Reports of threats may be made anonymously. All threats will be promptly investigated. No employee will be subject to retaliation, intimidation or discipline as a result of reporting conduct which the employee believes violates this policy.

If an investigation confirms that a violation of this policy has occurred, the Organization will take appropriate corrective action with regard to the offending employee (s).

If an employee is the target of a threat made by an outside party, he or she must follow the steps detailed in this section. It is important for us to be aware of any potential danger in our workplace. Indeed, we want to take every precaution to protect everyone from the threat of a violent act by an employee or anyone else. ***If an employee***

senses imminent danger or there is a crisis situation at the Organization, the employee, a supervisor or manager should call 911 or the appropriate local emergency service.

If there are any questions about this policy, a member of management and/or Alcott's Human Resources representatives should be contacted (631-420-0100 or 1-888-4ALCOTT).

Drug and Alcohol-Free Workplace Policy

We are committed to a drug and alcohol-free workplace. Use and abuse adversely affects work quality and quantity, jeopardizes employee health and may create an unacceptable and dangerous work environment. Therefore, to promote a safe, healthy and productive work environment, we have adopted a drug and alcohol-free workplace.

Work Spaces

Long Island Cares maintains workstations and offices for employees' convenience. Like all other areas of the facility, these workstations and offices are the property of the Organization and are subject to inspection by management at any time. Enforcement of work rules and/or compliance, safety or security policies may require periodic inspections or other searches. Inspections can be conducted at any time, regardless of whether the employee is present. Employee cooperation with any inspection is a condition of employment. Employees should have no expectation of privacy in any work space. Only items which are needed to perform one's job should be placed at his/her workstation or office. The Organization is not responsible for damaged, lost or stolen personal property.

The appearance of our workspace is reflective of a professional atmosphere. Therefore, employees are expected to maintain their work areas in a clean, neat and professional manner which includes:

- Closing file cabinets and keeping the top of all cabinets clear of paper/books and debris;
- Leaving the desk surfaces and offices in an orderly condition at the end of the work day;
- Shutting off or logging off computers, calculators, desk lamps/lights, office lights, copiers, etc. before leaving at the end of the work day;
- Keeping all common areas clean and orderly. This includes the kitchen, copy area, conference room and lobby.

Employees are not permitted to post any offensive material. This includes offensive pictures or messages which contain sexual implications, racial slurs, gender-specific comments or any other material that offensively addresses someone's Protected Class(es) or other unprofessional material.

Communicating at Long Island Cares

Electronic Communications Policy

Long Island Cares provides voice mail, email, fax and telephone, and in some cases Internet, text and/or other smart phone communication systems for business use. Communications transmitted through these systems should be primarily for a business purpose. Employees must establish and maintain the security of smart phones, tables and other personal devices issued to them by Long Island Cares through the use of logon codes, passwords and PINS. Any electronic communication systems or equipment provided or paid for by the Organization are deemed to be Organization property. All such systems, equipment and any information stored on them, whether generated by or sent to an employee, remain the property of the Organization.

By using these systems and equipment and signing the Employee Acknowledgement form attached hereto, employees consent to have any communications made through them monitored, recorded and otherwise accessed for any business purpose, including but not limited to ensuring compliance with this and all other Organization policies. As such, employees should not expect a right to privacy when using these systems.

Personal, non-work-related material is not to be processed or stored on the organization's computer and telecommunication system. LIC will not be responsible for such material.

Password Protected Files

All files that are password protected must have the password given to the supervisor. No file may be password protected without doing so. The employee must maintain the confidentiality of logon codes, passwords, and PINS that were issued to them by LIC.

Instant Messaging

No employee is permitted to install or utilize "instant messaging" without the express written permission of the Chief Executive Officer.

Internet Use

The Internet is maintained within the Organization's network primarily for business purposes. It may not be used by any employee for connecting, posting, downloading sexually-oriented information, gambling, engaging in computer hacking and related activities, attempting to disable or compromise the security of information in the Organization or in another Organization's computer systems or in violation of Long Island Cares' other policies or applicable law. Additionally, Internet messages that are not encrypted are non-confidential so it is possible to inadvertently publish confidential information when you use the Internet. The Organization reserves the right to monitor, review and audit the Internet usage of each employee and you should therefore expect no privacy when utilizing this system.

Downloading

Computer viruses reside on the Internet and through email attachments. Do not download or open program or executable files (documents that end in the file extension of ".exe") or any other files where you are unsure of its contents. Employees are prohibited from the illegal downloading of music or any other content, including unlicensed or pirated software or data. Employees may not download entertainment software or games, nor may they play games against opponents over the Internet.

Confidentiality

The confidentiality of data (including email messages) sent via the Internet cannot be assured. The transmission of client-sensitive or employee-sensitive data or material on Organization systems, data bases and/or files, including but not limited to employee names, addresses, social security numbers or any other personal identifying information, or any other proprietary information or Organization work product, without written permission of management, is prohibited. If a vendor or anyone else has any questions or concerns about confidentiality, contact your supervisor to answer any questions.

You should not assume that Internet sites that you access or email that you send, even from your personal email address, is confidential. If you want to maintain confidentiality of personal communications, you should access Internet sites and personal email from your own personal computer and not on the Organization's server. Employees should understand that they have no right to privacy in any communications that are saved onto the Organization's systems and equipment and that the Organization reserves the right to review, monitor and access all such communications for any business purpose, including to ensure compliance with all Organization policies.

Security

The Organization has installed firewalls and other security protections to assure the safety and security of the Organization networks. Any employee who attempts to disable, defeat or circumvent any security facility will be subject to discipline up to and including termination.

Files containing sensitive Organization, client or employee data that are transferred in any way across the Internet or by email must be encrypted.

Storage of Electronic Communications

The Organization may store electronic communications for a period of time after the communication is created. From time to time, communications stored in the system may be deleted, printed or otherwise used for any purpose.

Duplicates of email transmitted through a personal web-based email account using Organization equipment could be stored on that system; likewise, information regarding Internet sites that an employee has accessed may also be stored.

Electronic Portable Storage

Any and all electronic communications which include but are not limited to Organization files, documents, emails and voicemails are subject to the Electronics Communications Policy and Confidentiality Statement. This includes but is not limited to information contained on laptops, documents used on or sent to home computers, portable storage devices, and/or documents in the employee's possession. The employee shall not retain or make copies of the foregoing, and upon request the employee shall immediately deliver to Long Island Cares all such files, records, documents or portable storage devices.

Organization Access to Electronic Communications

The Organization may access electronic communications systems and review communications within the systems, without notice to users of the system. The reasons for which the Organization may obtain such access include, but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; ensuring that the Organization's operations continue appropriately during an employee's absence; and any other purpose deemed appropriate by the Organization. As stated previously, these systems are not private. You should

also be aware that communications made with a personal attorney on Organization provided email accounts may not be privileged.

Additionally, as stated, duplicates of email transmitted through a personal, web-based email account using Organization equipment or server could be stored on that equipment or server. From time to time managers may review internet activity and any and all files stored in private areas of the Organization's network and analyze usage patterns and they may choose to publicize this data to assure that the Organization's resources are devoted to maintaining the highest levels of productivity. The Organization may, in its discretion, review all communications stored on, or transmitted by, Organization equipment and systems, regardless of whether a personal account is used, subject to state laws regarding attorney-client communications.

Prohibited Use

The Organization's policies prohibiting all forms of harassment and discrimination apply fully to use of the Organization's electronic communications systems. No one may use electronic communications in violation of Organization policies or for inappropriate or unlawful purposes. Sexually explicit images, or images denigrating any Protected Classes, may not be archived, stored, distributed, edited or recorded using the Organization's network or computer resources.

The Organization's electronic communications systems must not be used to violate any law, rule or regulation.

Social Media Guidelines

Social networking for purposes of this policy includes all types of postings on the Internet, including, but not limited to, social networking sites (such as Facebook®, MySpace® or LinkedIn®); blogs, video or v-blogs, and other on-line journals and diaries; bulletin boards and chat rooms; microblogging, such as Twitter®; and the posting of video on YouTube® and similar media. Social networking also includes permitting or not removing postings by others where an employee can control the content of postings, such as on a personal profile or blog.

Employees who engage in social networking/blogging must follow the guidelines below:

- Employees should refrain from using social media while on work time or on systems and equipment the Organization provides (including, but not limited to, Internet access, computer hardware and software, cellular telephones, Blackberrys and similar devices) unless it is work-related as authorized by your manager or consistent with Organization Electronic Communications and other policies. Employees may not use their Organization email address to register on social networks, blogs or other on-line tools used for personal use;
- Employees must ensure postings are consistent with all Organization policies, including but not limited to EEO, Harassment Prevention, Violence in the Workplace and Confidentiality policies. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated;
- Employees must be fair and courteous to fellow employees, customers, suppliers and people who work on behalf of Long Island Cares. Complaints or criticisms are best handled by utilizing the open-door policy and through discussions with coworkers, but if you decide to post them avoid using statements, photographs, video or audio that can reasonably be viewed as malicious, obscene, threatening or intimidating, that disparage customers, employees or suppliers, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of any of the Protected Classes, or any other status protected by Organization policy;

- Employees must not post any information or rumors that they know to be false about the Organization, fellow employees, customers, suppliers, people working on behalf of the Organization or competitors;
- Employees must only express their personal opinions;
- Employees must be honest and accurate and if a mistake is made it must be corrected quickly and honestly;
- Employees must not link the Organization's official website or other Organization Internet sites to any personal blog, website or other social networking sites not used for work related purposes without identifying themselves as employees;
- If a person can be identified as an employee of Long Island Cares in his/her online discussions, it must be made clear to the readers that the views expressed are the employee's alone and do not reflect the views of Long Island Cares, nor is the employee speaking on behalf of Long Island Cares;
- Employees must maintain the confidentiality of Long Island Cares trade secrets and private and confidential information. Trade secrets may include information regarding the development of systems, processes, products, know-how and technology. Do not post internal reports, policies, procedures or other business-related confidential communications;
- Employees may not take photographs of Long Island Cares employees during working hours without their permission;
- Employees may not post photographs of Long Island Cares property or Long Island Cares employees while they are working in any blog, v-blog or social networking material without permission.

Employees Managing Organization Social Networking Sites/Blogs

Employees may as a part of their job responsibilities be required to manage the Organization's social network sites and/or blogs. Employees with this responsibility should always understand that they are representing the Organization when submitting information on these networks. When an employee has this responsibility, the following are also required:

- Employees are not to disclose any confidential information or internal Organization matters (see above);
- Employees are not to solicit for non-Organization sponsored activities;
- When an employee is posting for business purposes employees are expected to adhere to the guidelines listed above;
- Employees will not post recommendations for businesses, Companies, vendors etc. without the written permission of the appropriate level(s) of management;
- Employees must always fact check, spell check and grammar check their posts to be sure the material they are posting is accurate and without error, use proper sentence structure and avoid "all caps" statements;
- If an employee uncovers a mistake on a posting, the error should be corrected promptly.

Penalties for Violation or Retaliation

Employees violating this policy will be subject to appropriate disciplinary action, which may include termination. Any employee who retaliates against another employee for reporting a possible deviation from this policy or for cooperating in an investigation will also be subject to disciplinary action, which may include termination. Accordingly, employees who have questions or uncertainties are urged to consult with Long Island Cares or an Alcott representative concerning the scope and application of this policy before posting information on a blog or v-blog, or before engaging in blogging or social networking.

Nothing herein should be construed as to prevent employees from discussing their terms and conditions of employment amongst themselves or otherwise exercising their rights under the National Labor Relations Act. Nothing in this Policy or in this Employee Manual is intended to violate any local, state or federal law or regulation.

Telephone Use

Long Island Cares' telephones should be used primarily for business calls. Staff should keep personal calls to a minimum, including the use of personal cell phones. When personal calls are necessary, employees are asked to limit the length of such calls and to handle these calls during the lunch hour if possible. Long Island Cares may review call detail records to see if abuse has taken place.

Mail & Use of Organization Property

Employees must obtain their supervisor's approval to use Long Island Cares' equipment or tools for personal use. This includes but is not limited to copy machines, fax machines, binding machines, or other office machines.

Communication While Traveling on Organization Business

Use of Cell Phones

Any employee using any cellular phone while driving a vehicle for Organization business is required to utilize a hands-free device or stop the vehicle until the call is completed.

Use of Ear Phones

Employees are prohibited from using any earphone device (e.g. ear buds for MP3 players) while driving, other than a hands-free device while on calls on a cell phone.

Texting/Use of Portable Electronic Device

The Organization and Alcott prohibit the use of portable electronic devices and/or texting while operating a motor vehicle for business purposes. Portable electronic devices include, but are not limited to, hand-held mobile telephones and personal digital assistants (PDAs).

An employee charged with traffic violations resulting from the use of any cell phone, portable electronic device and/or texting, etc. while driving on Organization business will be solely responsible for all liabilities that result from such actions, to the extent permissible by law.

Hours, Attendance and Timekeeping

Hours & Work Schedules

A full-time schedule is a minimum of forty (40) hours per week. Hours worked, and employee schedules are set at the time of employment, but may be modified based on Long Island Cares' needs. On occasion, Long Island Cares may require evening and weekend schedules. It is anticipated that employees will cooperate to the fullest extent possible when called upon to be flexible in their schedules.

Long Island Care's normal work schedules are not a guarantee of employment or a minimum number of hours of work for any time period, nor are they a guarantee against being required to work on Saturdays and Sundays.

Employees are not permitted to come in late or leave early in place of taking their lunch break.

Attendance & Punctuality

Dependability, punctuality, and commitment are expected at all times. Attendance is considered an essential function of any position in the Organization. As such, employees are expected at work on all scheduled workdays and during all scheduled work hours, and to report to work on time.

It is the employee's responsibility to personally notify his/her supervisor as far in advance as possible, but no later than his/her scheduled starting time, if the employee is to be absent or late. An employee who fails to contact his/her supervisor or report to work after three (3) consecutive days may be considered as having voluntarily resigned.

Overall, poor attendance and excessive tardiness are disruptive and affect the overall performance of the employee and the Organization. When addressing an attendance issue, supervisors will use the following guidelines and take into consideration the frequency and number of absences as well as patterns of lateness, prior history and work performance. Examples of problem attendance patterns include absences occurring on Mondays/ Fridays, before or after vacations and holidays or occurring during peak work period.

- Excessive absenteeism / lateness that is not otherwise legally protected or excused may have an impact on the employee's salary and performance reviews;
- Supervisors may take disciplinary action when an employee has excessive absences or lateness, or exhibits other problems associated with poor attendance in accordance with applicable law.

Employees absent for three (3) or more consecutive days due to illness may be required to supply a doctor's note to substantiate the absence.

Employees who are absent for seven (7) days or more due to illness or injury are required to bring a doctor's note clearing their return to work before they will be permitted back to work. In no case will an employee be permitted to start working without such clearance from his/her treating health care professional.

Timekeeping

Federal and state laws require us to keep accurate records of time worked in order to calculate employee pay and benefits. It is important for all employees to fill out their timesheets daily. Time worked is all the time actually spent

on the job performing assigned duties. Vacation, sick, personal days and all other leaves, whether paid or unpaid, will be considered hours worked for overtime purposes.

Non-exempt office employees are expected to keep an accurate record of hours worked per workweek on a bi-weekly timesheet, signed as correct and turned in to their supervisor for approval. Upon review and signed approval by the employee's supervisor, the bi-weekly timesheet must be submitted to Payroll.

Warehouse employees are responsible for punching in, and to begin working, at the beginning of their scheduled shift. Employees are responsible for punching out, and to stop working, at the end of their scheduled shift. Employees must also take their lunch break and punch in and out for lunch in accordance with the scheduled lunch breaks. If for any reason an employee inadvertently fails to punch in or out, he/she must notify his/her manager immediately.

Exempt employees are expected to keep an accurate record of days worked per workweek on a bi-weekly timesheet, signed as correct and turned into their supervisor for approval. Upon review and signed approval by the employee's supervisor, the bi-weekly timesheet must be submitted to Payroll.

The workday is to begin and end as scheduled, and no modification in the work schedule may be made without previous approval of a supervisor/manager.

Compensation

Employee Classifications

Long Island Cares classifies employees for purposes of compensation administration and eligibility for overtime. Employees should speak with their supervisor to confirm their status. Benefit eligibility questions may be directed to an Alcott representative.

Regular Full Time

Employees who are regularly scheduled to work forty (40) or more hours per week are considered regular full time.

Regular Part Time

Employees who are regularly scheduled to work less than forty (40) hours per week are considered regular part-time employees. Regular part time employees may be exempt or non-exempt.

Non-exempt

Non-exempt employees are required to be paid no less than minimum wage and are eligible to receive overtime pay at a premium rate for any hours worked in excess of forty (40) in the workweek. See the Overtime policy for the proper procedure required to work overtime. To ensure proper payment, non-exempt employees must record all hours worked on a timesheet.

Exempt

Employees who are exempt are not required to be paid overtime for hours worked beyond forty (40) in the workweek, in compliance with wage and hour regulations.

To learn more about employee eligibility for benefits refer to the Benefits section or contact an Alcott representative.

The above referenced classifications do not guarantee employment for any specified period of time and employees are employed at will.

Pay Schedule & Deductions

The work week is Monday to Sunday. Employees are paid bi-weekly on Friday. In those months when the usual payday falls on a holiday, employees will be paid on the workday prior to the usual payday or as required by state law.

Employees are encouraged to periodically review their pay stubs to make sure all relevant information (name, address, Social Security number, deductions, etc.) is correct. The Payroll department should be notified immediately of any omissions, errors or discrepancies in pay.

All employees may use direct deposit into checking, savings or multiple accounts.

Federal and State laws require that certain deductions be made from each employee's paycheck. Among those are federal, state and local income taxes, and the employee's contribution to Social Security as required by law. The amounts of deductions depend on earnings and the information furnished on the W-4 forms regarding the

number of dependents/exemptions claimed. Any other mandatory deductions, such as court ordered wage garnishments are handled in accordance with state and federal law.

The Organization is not responsible for and will not adjust an individual employee's tax status without an updated withholding certificate (W-4) being filed with Alcott department.

Overtime

From time to time, it may be necessary for employees to work overtime in order to complete work assignments. Supervisors must approve all overtime in advance for non-exempt employees.

Overtime compensation is paid to all non-exempt employees for hours worked over 40 hours in one week in accordance with federal and state wage and hour laws. Overtime premium pay per hour for hours worked over 40 in one workweek is based on actual hours worked. Vacation, sick, personal days will be considered hours worked for overtime purposes.

Report in Pay

Non-exempt employees, who report to work on their regularly scheduled workday and have not been previously notified not to report, shall be paid four (4) hours pay at least at minimum wage or for hours actually worked if greater than four (4) at minimum wage if they are sent home due to conditions beyond the Organization's control. Exempt employees must be paid for the full day in either of these circumstances.

Errors in Pay Policy

Long Island Cares and Alcott intend to fully comply with all obligations regarding fair wages, minimum wage, overtime and other laws and regulations regarding payment to our employees under local, state, and federal laws. Specifically, it is our intent to comply with the U.S. Fair Labor Standards Act (FLSA) and the regulations governing same and any applicable state law. We prohibit all supervisors from making any improper deductions from the salaries of exempt employees. We want employees to be aware of this policy and the fact that we do not allow deductions that violate the FLSA. It is Long Island Cares' and Alcott's policy to comply with applicable wage and hour laws and regulations.

In general, an exempt Employee will receive his or her salary for any week in which the employee performs any work, regardless of the number of days or hours worked. However, an exempt employee does not have to be paid for days not worked in the following circumstances:

1. When an exempt employee takes one or more full days off for personal reasons other than sickness or disability, the employee will not be paid for such day(s) of absence unless they have PTO available to them;
2. When an exempt employee takes one or more full days off from work due to illness/disability pursuant to the Organization's PTO policy, in which case they will not get their regular salary, but instead will get their PTO leave pay if available and the employee is eligible. If PTO leave is unavailable or the employee is not eligible, time off will be without compensation;
3. When an exempt employee works only part of the week during his or her first and last week with the Organization, the Organization is only required to pay for days actually worked;
4. When an exempt employee takes unpaid leave under the Family and Medical Act, if applicable, and corresponding statutes, the Organization will not pay for such days/hours of absence;
5. For penalties or suspensions made in good faith for violations of written safety rules of major significance;

6. For disciplinary suspensions of one or more full days made in good faith for violations of written work place conduct rules.

An exempt employee may use accrued paid time off benefits to make up for a reduction in salary due to one of the above absences in half-day increments.

An exempt employee's salary will not be reduced if partial weeks of work are due to service as a juror, witness or in the military, emergency in building, or if scheduled work is not available.

What to do if an Improper Deduction Occurs

If you believe that an improper deduction has been made to your salary, you should immediately report this information to your supervisor or a Human Resources representative of Alcott (631-420-0100 or 1-800-4ALCOTT).

Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, you will be promptly reimbursed for any improper deduction made.

Wage and Salary Levels

LIC reserves the right to set wage and salary levels according to current job requirements and market conditions, without consideration for LIC seniority. Similarly, LIC reserves the right to give merit and cost-of-living wage and salary increases in the amounts and at the time of it choosing.

Travel Expenses

LIC pays mileage for local travel within the guidelines established by IRS code, using the standard mileage rate established annually by the Internal Revenue Service for computing the deductible costs of operating an automobile for business, charitable, medical or moving expense purposes. In addition, LIC reimburses employees for out-of-town travel expenses while traveling on business. Expenses are reimbursed to the extent that they are necessary and reasonable.

Expense Approval

All mileage reports, travel expense requests, purchase requisitions, invoices, and other business-related expense reports must be approved by the appropriate department manager and the Chief Executive Officer before the expense will be processed for payment by the Accounting Department. Department managers may only approve expenditures that are business-related, reasonable, and consistent with the letter and intent of LIC policies. Further instructions may be found on the back of the LIC Spending Requisition Form that is used for check requests and purchase orders.

Occasionally, circumstances relating to a particular item or expense may justify an exception to policy. In these events, the manager should consult first with the Controller for guidance. However, final approval must be given by the Chief Executive Officer. Among the factors to be considered in resolving such issues are the intent or purpose of the policy; the necessity of the expense; the amount involved; and previous similar situations. Employees, who incur expenses or charge expenses to the Organization without prior approval, face disciplinary action up to and including termination. Therefore, employees are strongly urged to seek prior approval from management in questionable situations.

Changes in Personal Status

Employees must notify Alcott HR, via HR Connect, of any personal status changes. It is the responsibility of the employee to keep his/her information up-to-date. The items that must be kept updated include, but are not limited to:

- Change of address
- Change of telephone
- Change of mobile phone
- Change of e-mail address
- Addition of dependents (may impact benefit enrollment)
- Loss of dependents (may impact benefit enrollment)
- Change of exemption-dependent status for tax withholding (W-4 & state forms)
- Change of name
- Change of emergency contact person and telephone number(s)
- Change of life insurance beneficiary
- Change of 403(b) beneficiary
- Election to change or drop health, life, LTD, 403(b) plan participation or any other benefit program.

Benefits

Health Care Benefits

Employees are eligible for coverage under Long Island Cares' medical, dental and/or vision policy after meeting plan eligibility requirements. Upon hire, all eligible employees will be given a summary of the benefits available and the costs associated with each of the plans.

Please refer to Alcott summary of benefits, costs and employer contributions for further information. Employees are responsible for paying the difference in cost between the employer contribution and the plan they select. Employee premium contributions are eligible for Section 125 tax-deferred withholding.

Open Enrollment

Open enrollment is generally held annually. Eligible employees who waived benefit participation or who choose to add eligible dependents to their plans may do so at Open Enrollment each year, if enrollment is not possible during a prior, eligible life event.

The benefit provisions of these programs are described more fully in the Summary Plan Descriptions (SPDs) and the Group Insurance Contracts and Plan and Trustee Documents, which govern all coverages. In the event of any conflict or inconsistency with the details listed in this manual or with any other written or oral statements or representations, the official details contained in the plan and trust documents shall control.

COBRA

Employees covered by our group health plan may have a right to continuation of coverage if their group health coverage is lost in accordance with COBRA. Under certain circumstances, a spouse or other dependents may also be eligible.

To be offered COBRA coverage, employees or their family members are responsible for informing Alcott's Benefits department (631-420-0100 or 1-888-4ALCOTT) of a divorce, legal separation, or a child losing dependent status under our coverage. An employee who separates from employment will also be offered COBRA coverage.

When Alcott's Benefits representatives are notified that a qualifying event has occurred they will in turn notify the employee if he/she or eligible dependents have the right to continue coverage. If the employee is so notified, he/she will be provided with forms to complete, along with all necessary information and the cost of premiums that must be paid to Alcott each month.

403(b) Plan

Long Island Cares' 403(b) Plan allows you to save for your retirement by making contributions from your pay check. Your contribution is deducted from your pay before taxes are calculated and it is invested according to your instructions. Your earnings accumulate on a tax-deferred basis until retirement and can be withdrawn without penalty after age 59-½. The Plan has an auto-enrollment feature which allows 3% compensation to be funded to your account, unless you "opt out". Please contact Alcott's 403(b) Administrator for further information.

Employee Assistance Program

We are committed to strengthening our most important resource and assisting our employees with maintaining healthy lives. In support of this, we provide a confidential employee assistance program (EAP) to serve the needs of our employees and their immediate family members. A link to the EAP website is provided on the Alcott website. www.lifeworks.com, 877-265-9560.

Additional Employee Benefits

Benefits which may be available to eligible employees through Alcott include:

- Pre-Tax deductions for Healthcare and Dental Care Benefits
- Pre-Tax deductions for Vision Care
- Life Insurance
- Long Term Disability
- Short Term Disability
- Direct Deposit
- Savings Bonds
- Credit Union Membership
- e-Trac Tax Deferred Commutation Plan
- 529 College Savings Plan
- “After Hours” Employee Discount Program
- “Employee of the Month” Recognition Awards
- Adoption Assistance
- Alcott’s “Son’s & Daughter’s” Scholarship Program
- Employee Assistance Program

Contact Alcott’s Human Resources department for additional information.

Long Island Cares, Alcott and the plan administrators retain the maximum discretion permitted by law to modify, discontinue, change, enhance or implement all benefit plans referred to in this manual. Please refer to the separate benefits materials you received during orientation or at the time the materials were last updated for the current and complete descriptions of these benefits.

Paid Time Off

Paid Time Off

Scheduled time off is intended to provide employees with a period of rest and relaxation away from work. Accordingly, employees are encouraged to schedule and take vacations

Vacation

This vacation policy applies to all regular employees scheduled to work 20 hours per week or more. Temporary employees are not eligible for vacation benefits. New employees are eligible for paid vacation after six (6) months of continuous employment.

Vacation credits are earned and accrued on a calendar year basis as follows:

Eligible full-time employees earn vacation credits for each month of continuous employment according to the following schedule:

1-4 Years of Service: 0.84 days per month = 10 days of vacation pay per year

5+ Years of Service: 1.25 days per month = 15 days of vacation pay per year

Vacation time that is earned, accumulated, used and remaining, will be shown in hours, according to the number of hours per day that you are scheduled to work. Please note that all vacation hours will be posted with the first paycheck at the beginning of the month after they have been earned.

- In accruing vacation credits, fractional days of greater than .50 and less than 1.0 will be considered a half day. Vacation time is used in increments of half or full days.
- For calculating the amount of vacation time earned annually, an employee's period of five years of service is calculated from the employee's hiring anniversary date (rounded up or down to the nearest month) to the month that marks the employee's fifth anniversary of continuous employment at LIC. At that time, the employee begins earning vacation time at the rate of 1.25 days per month for the rest of that calendar year and in future years.
- Regular part-time employees scheduled to work 20 hours per week or more receive vacation credits on a prorated basis.
- Employees do not earn vacation credits while on short-term disability, workers compensation, personal leave, or family and medical leave.
- Employees who voluntarily leave employment and are subsequently rehired resume the years of service calculation from their rehire date added to their credit for previous employment.
- While LIC will make an effort to honor specific vacation requests, the Organization reserves the right to approve or deny requests, to request that a vacation be rescheduled or to require that certain employees or work units take vacations at specific times.
- All vacation requests must be made in writing at least two (2) weeks in advance and must be approved by each employee's immediate supervisor and the department manager.
- Employees are permitted to carryover unused vacation days to the next calendar year beginning January. The maximum balance of vacation days an employee may earn is equal to 1.5 times their annual allotment. This includes carryover days plus the current accrual period.
- For those earning 10 days a year, their maximum balance would be 15 days. This would include any days carried over from the previous year. For example: Alice has 8 days remaining from 2017 which she carries over on 1/1/2018. She continues to accrue at a rate of 0.84 days a

month. By October 1 she has accrued 7.5 days. However, she has not used any of her 8 carryover days. Alice has exceeded her maximum balance allotment of 15 days and will not accrue any more days for 2018 until she reduces the balance below 15 days. If Alice does not use any vacation days for 2018 she will carry over 15 days to 2019 but will not accrue any additional days.

- For those earning 15 days a year, their maximum balance would be 22.5 days. This means that any carried over days from the previous year and any days accrued in the current year cannot exceed 22.5 days.
- Paid holidays occurring during an employee's vacation are not counted as a vacation day.
- Vacation time is counted as hours worked for purposes of overtime calculations.
- LIC will not advance vacation pay to employees who have not accrued the required vacation time. There will be no retroactive payment for past time taken off with no pay when new vacation time is accrued.
- Employees who are terminated or resign are paid for their unused accrued vacation time at their current rate of pay.

Sick/Personal Time

LIC provides its regular full-time employees fifteen (10 sick, 5 personal time) paid days which may be used for illness, non-work-related injuries or personal needs. Temporary employees are not eligible for sick/personal time benefits.

Sick and Personal time that is earned, accumulated, used and remaining, will be shown in hours, according to the number of hours per day that you are scheduled to work. Please note that all sick and personal hours are posted with the first paycheck at the beginning of the month after they were earned.

- Eligible employees accrue sick time credits at a rate of .84 days per month and personal time credits at a rate of .42 days per month of continuous employment, on a calendar year basis. In accruing these credits, fractional days of greater than .50 and less than 1.0 will be considered a half day. Sick/personal time is used in increments of half or full days.
- Regular part-time employees scheduled to work 20 hours per week or more receive sick/personal time credits on a prorated basis.
- Employees do not earn sick/personal time credits while on short-term disability, workers compensation, personal leave, or family and medical leave.
- Employees must provide their supervisors with as much advance notice as possible when they intend to use sick time. If advance notice is not possible, employees must notify their supervisors on the day of absence at their scheduled start time. Employees must give the reason for the absence and the expected duration. Failure to properly notify supervisors may void sick time payment. At its discretion, management may require from an employee who has been out sick for three or more consecutive workdays a doctor note that specifies the nature of the illness and that authorizes his or her return to normal duties.
- Sick time may be carried over from year to year, up to a maximum of 40 days sick time.
- Sick time is counted as hours worked for purposes of overtime calculations.
- LIC will not advance sick pay to employees who have not accrued the required sick time. There will be no retroactive payment for past time taken off with no pay when new sick time is accrued.
- Employees who are terminated or resign are paid for half of their unused accrued sick time at their current rate of pay.

- Employees must provide their supervisors with as much advance notice as possible when they intend to use personal time. Use of personal time is subject to management approval.
- Full and part time employees are permitted to carryover unused personal days from calendar year-to- year. Personal days can accrue up to a maximum of 1.5 times their annual personal day allotment. This maximum balance of personal time includes carryover days, accrual of personal days or a combination of both. Once and employee has reached this cap, no other personal time will accrue until some personal time is taken, and the bank of time falls below their 1.5 annual allotment.
- Personal time is counted as hours worked for purposes of overtime calculations.
- LIC will not advance personal time pay to employees who have not accrued the required personal leave time. There will be no retroactive payment for past time taken off with no pay when new personal time is accrued.
- Employees who are terminated or resign are paid for their unused accrued personal time at their current rate of pay.

Holidays

These holidays are recognized by LIC as paid holidays for all regular full-time employees. Temporary employees are not eligible for holiday pay.

New Year's Day
 Martin Luther King Day
 President's Day
 Memorial Day
 Independence Day
 Labor Day
 Columbus Day
 Thanksgiving Day
 Friday after Thanksgiving
 Christmas Day

- When a holiday falls on a Saturday, it will normally be observed on the preceding Friday. When a holiday falls on a Sunday, it will normally be observed on the following Monday.
- Regular part-time employees scheduled to work 20 hours per week or more receive holiday pay on a prorated basis. The amount of holidays and the amount of pay for each holiday are determined by the workdays per week and the number of hours per day that the part-time employee is normally scheduled to work; i.e., the "Normal Work Schedule."
- Regular part-time employees receive paid holiday time in the form of "floating holiday hours." Floating holiday hours may be taken at any time during the year and not necessarily on the organization's schedule of official holidays. They cannot be carried over from year to year.
- Employees are not paid for holidays while on disability, personal, or family leave.
- A new employee is not paid for a holiday that occurred prior to the first day of employment.
- Early staff dismissal due to inclement weather, in observation of an upcoming holiday, or for any other reason, is at the sole discretion of the Chief Executive Officer.

Bereavement Leave

Regular full-time employees are eligible for bereavement pay when a death of a close family member occurs. Eligible employees will be compensated for lost time from their work schedule for up to 3 days in the event of the

death of immediate family defined as the employee's spouse/domestic partner, parent, spouse/domestic partners' parent, sibling, child and employee's grandparent or grandchild. Regular part-time employees are eligible for a pro-rated amount of bereavement leave. The amount of bereavement leave is determined by the workdays per week and the number of hours per day that the part-time employee is normally scheduled to work.

Bereavement leave may not be taken more than five (5) days from the death of the immediate family member/domestic partner. Bereavement leave will not be paid in addition to any other pay received for the same day, such as holiday pay, sick/personal use days, etc.

Jury Duty

The Company realizes that it is the obligation of all citizens to serve on a jury when summoned to do so. Employees who are summoned to jury duty are not subject to discharge, loss of PTO or any other penalty resulting from such absence.

Employees are eligible for jury duty payment for the days served on their regularly scheduled work day, to a maximum of ten days each subpoena period. All employees will be allowed time off to perform such civic service as required by law. You are expected to provide the Company with proper notice of your request to perform jury duty and with your verification of service. You also are expected to keep management informed of the expected length of your jury duty service and to report to work for the major portion of the day if you are excused by the court.

Exempt employees must be paid for the full week if they work at all during the scheduled work week.

Upon receipt of the notice to serve jury duty, the employee should immediately notify their supervisor and provide a copy of the notice. Employees are expected to report to work whenever the court schedule permits. Upon the employee's return, he/she must submit a signed Certificate of Jury Service indicating the number of days served.

Leaves

New York State Paid Family Leave

Beginning January 1, 2018, employees working in New York State may be entitled to a paid leave of absence under the New York Paid Family Leave (“PFL”) law when they need time off to care for a family member, bond with a child or for certain qualifying exigencies. Benefits under this policy are funded by payroll deductions. This policy provides basic information concerning PFL entitlements and obligations.

Eligibility Requirements

PFL is available to “eligible employees.” To be eligible, an employee must have: (a) (1) a regular schedule of twenty (20) or more hours per week; and (2) been employed for at least twenty-six (26) consecutive weeks prior to the date PFL leave begins; OR (b) (1) a regular schedule of less than twenty (20) hours per week; and (2) worked at least one hundred seventy-five (175) days prior to the date PFL leave begins.

Reasons for Leave

Leave may be taken for any one (1) or more of the following reasons:

1. To participate in providing care, including physical or psychological care, for the employee’s family member (child, spouse, domestic partner, parent, grandchild, grandparent or parent of a spouse or domestic partner) with a serious health condition;
2. To bond with the employee’s child during the first twelve (12) months after the child’s birth, adoption or foster care placement; and/or
3. Because of any qualifying exigency, as interpreted by the Family and Medical Leave Act (FMLA), arising out of the fact that the employee’s spouse, domestic partner, child, or parent is on active duty (or has been notified of an impending call or order to active duty) in the armed forces of the United States.

A “serious health condition” is an illness, injury, impairment, or physical or mental condition that involves: (a) inpatient care in a hospital, hospice or residential health care facility; or (b) continuing treatment or continuing supervision by a health care provider. Subject to certain conditions, the continuing treatment or continuing supervision requirement may be met by a period of incapacity of more than three (3) consecutive full days during which a family member is unable to work, attend school, perform regular daily activities or is otherwise incapacitated due to illness, injury, impairment or physical or mental conditions, and any subsequent treatment or period of incapacity relating to the same condition, that also involves: (a) treatment two (2) or more times by a health care provider; or (b) treatment on at least one (1) occasion by a health care provider, which results in a regimen of continuing treatment under the supervision of the health care provider. The continuing treatment or continuing supervision requirement also may be met by any period during which a family member is unable to work, attend school, perform regular daily activities, or is otherwise incapacitated due to a chronic serious health condition or an illness, injury, impairment, or physical or mental condition for which treatment may not be effective. A chronic serious health condition is one which: (a) requires periodic visits for treatment by a health care provider; (b) continues over an extended period of time (including recurring episodes of a single underlying condition); and (c) may cause episodic rather than a continuing period of incapacity. Examples of such episodic incapacity include but are not limited to asthma, diabetes, and epilepsy. Other conditions may meet the definition of continuing treatment.

“Qualifying exigencies” may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, caring for the parents of the military member on covered active duty and attending post-deployment reintegration briefings.

Duration of Leave

PFL provides eligible employees up to eight (8) weeks (increases to ten (10) weeks on or after January 1, 2019 and up to twelve (12) weeks on or after January 1, 2021) paid leave within any fifty-two (52) consecutive week period.

The fifty-two (52) consecutive week period is determined retroactively with respect to each day for which PFL benefits are currently being claimed.

Pay During Leave (PFL Benefits)

PFL benefits are financed solely through employee contributions via payroll deductions and are administered through our short-term disability carrier (the "Carrier").

The weekly monetary benefit will be 50% of the employee's average weekly wage or 50% of the state average weekly wage, whichever is less (increases to 55% on or after January 1, 2019, 60% on or after January 1, 2020 and 67% on or after January 1, 2021).

An employee who is eligible for both statutory short-term disability benefits and PFL during the same period of fifty-two (52) consecutive calendar weeks may not receive more than twenty-six (26) total weeks of disability and PFL benefits during that period of time. Short-term disability benefits and PFL benefits may not be used concurrently.

Use of Leave

An employee does not need to use this leave entitlement in one (1) block. Leave can be taken intermittently in increments of at least one (1) full day or on a reduced leave schedule, except that an employee may only take intermittent or reduced leave to care for a family member with a serious health condition where it is shown to be medically necessary. Employees must make reasonable efforts to schedule intermittent or reduced leave so as not to unduly disrupt the Worksite Employer's operations. Leave taken on an intermittent or reduced leave schedule will not result in a reduction of the total amount of leave to which an employee is entitled beyond the amount of leave actually taken.

When PFL is taken in daily increments, the maximum number of days allowed is calculated based on the average number of days the employee works per week.

Limitations if Both Spouses Are Employees

If both spouses work for the same Worksite Employer and the leave requested is for the same family member, only one (1) spouse is permitted to take PFL to care for that family member at one (1) time.

Employee PFL Leave Obligations

1. Notice of the Need for Leave

Alcott will administer PFL process on behalf of the Worksite Employer. Employees must timely notify Alcott's Benefits Department of their need for PFL leave, as described below. The Carrier will make determinations of eligibility and benefits.

Content of Employee Notice

Employees must provide sufficient information of the qualifying event and the anticipated timing and duration of the leave. Employees must contact Alcott and either request PFL specifically, or explain

the reasons for leave in order to determine that the leave is potentially PFL-qualifying. Employees must specifically identify the reasons for the leave requested.

Timing of Employee Notice

Employees must provide thirty (30) days' advance notice of the need to take PFL when the need is foreseeable. When thirty (30) days' notice is not practicable for reasons such as lack of knowledge of approximately when leave will be required to begin, a change in circumstances, or a medical emergency, the employee must provide notice as soon as practicable and generally must comply with the Worksite Employer's normal call-in procedures. Employees who fail to give thirty (30) days' notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy PFL notice obligations, may have PFL delayed or denied for a period of up to thirty (30) days from the date notice is provided.

2. Request Paid Family Leave

Employees are required to submit a Request for Paid Family Leave to Alcott at least thirty (30) days in advance of their need for leave if it is practicable to do so, as stated above. Alcott will fill out the information on behalf of the Worksite Employer and return the form to the employee for the employee to submit to the Carrier with supporting documentation. It is the employee's responsibility to submit a timely and complete application for PFL to the Carrier.

3. Submit Documentation Supporting Need for PFL

In addition to submitting a Request for Paid Family Leave, employees are required to submit to the Carrier a Certification and/or Proof of Eligibility (as described below) that supports the specific type of PFL they are requesting. No PFL benefits shall be paid until the completed Request for Paid Family Leave, together with any necessary certification or proof of eligibility has been submitted. It is the employee's responsibility to provide the Carrier with complete and sufficient certification.

a. Certifications Supporting Leave to Care for Family Members

An employee requesting PFL because of a covered family member's serious health condition must supply a medical certification supporting the need for such leave from the health care provider of the covered family member.

b. Certifications Supporting Leave to Care for Qualifying Exigencies

An employee requesting PFL because of a qualifying exigency must to provide a copy of the military member's active duty orders or other documentation issued by the military which indicates that the military member is on covered active duty or call to covered active duty status, and the dates of the military member's covered active duty service.

c. Proof of Eligibility for Leave Taken to Bond with a Child

i. Leave Requested by Birth Mother:

A birth mother requesting PFL to bond with a child must provide either (1) a birth certificate; or (2) if a birth certificate is unavailable, documentation of pregnancy or birth from a health care provider that includes the mother's name and the child's due date or birth date.

ii. Leave Requested by Parent Other Than Birth Mother

A parent (other than a birth mother) requesting PFL to bond with a child must provide (1) a birth certificate; (2) If no birth certificate is available, a voluntary acknowledgment of paternity or court order of filiation; (3) If neither a birth certificate or voluntary acknowledgment is available, a copy

of documentation of pregnancy or birth from a health care provider and a second document verifying the parent's relationship with the birth mother or child (i.e. marriage certificate, civil union documents, or domestic partner documents). If none of the above documents are available, a parent may submit other documentary evidence of parental relationship for evaluation on a case-by-case basis.

iii. Leave Sought by Adoptive Parent

An adoptive parent requesting PFL to bond with a child must provide (1) a court document indicating that an adoption is in process or is being finalized; or (2) when leave is taken prior to completion of the adoption, a document evidencing that the adoption process is underway, including but not limited to, a signed statement from an attorney, adoption agency, or adoption-related social service provider that the employee is in the process of adopting a child. If the second parent is not named in the above document(s), the employee must provide both a copy of the document evidencing the adoption, and a second document verifying the relationship to the parent named in the document (i.e. marriage certificate, civil union documents, or domestic partnership documents).

iv. Leave Sought by Foster Parent

A foster parent requesting PFL to bond with a child must provide a letter of placement issued by the county or city department of social services or local volunteer agency. If the employee is not named in the placement document, an employee must submit both a copy of the document evidencing the placement, and a second document verifying the relationship to the parent named in the document (i.e. marriage certificate, civil union documents, or domestic partnership documents).

4. Report Concerning Intent to Return to Work

If an employee's anticipated return to work date changes and it becomes necessary for the employee to take more or less leave than originally anticipated, the employee must provide the Worksite Employer, and Alcott with reasonable notice (i.e., within two (2) business days) of the employee's changed circumstances and new return-to-work date. If employees give unequivocal notice of their intent not to return to work, the Worksite Employer's obligations to maintain health benefits (subject to COBRA or other continuation of coverage requirements) and to restore their positions cease.

Leave Concurrent with Family and Medical Leave Act (FMLA) or Other Leave Policies

For those Worksite Employers that are a covered FMLA employer, the Worksite Employer will require an employee whose leave qualifies under both the FMLA and PFL, to take PFL concurrently with any leave taken pursuant to the FMLA and such leaves may not be stacked. When the total hours taken for FMLA in less than full-day increments reaches the number of hours in an employee's usual workday, one (1) full day of PFL will be deducted from an employee's annual available PFL.

Additionally, if the Worksite Employer has other leave policies that may apply to the PFL leave, such leaves shall run concurrently with any PFL leave and the leaves may not be stacked.

The PFL does not affect any federal, state or local law prohibiting discrimination, or supersede any federal, state or local law which provides greater family leave rights. For additional information concerning leave entitlements and obligations that might arise when PFL is either not available or exhausted, please consult the other leave policies in this manual or contact Alcott's Human Resources or Benefits Departments.

Use of Paid Time Off

When PFL does not qualify as FMLA leave, employees may choose to use, but are not required to use earned unused applicable paid time off. Where time off qualifies as both PFL and FMLA leave, employees are required to use available applicable paid time off in accordance with the provisions of the FMLA. Employees will not accrue any paid time off (or sick, vacation, etc. if the worksite employer has designated time as such) while out on PFL. Employees will not be permitted to receive benefits and/or pay in excess of their full salary.

Use of unused paid time off accruals or other paid time off does not extend the length of PFL, and the paid time will run concurrently with an employee's PFL entitlement, to the maximum extent permissible under the law.

Benefits Protection

During any PFL taken pursuant to this policy, the Worksite Employer will maintain coverage under any existing group health insurance benefits plan as if the employee had continued to work. The employee must make arrangements with Alcott's Benefits Department prior to taking leave to pay their portion of any applicable health insurance premiums each month. Whenever during PFL employees are receiving pay from the Worksite Employer, and not the Carrier, the employee portion of the group health plan premium will be deducted from the employee's paycheck in the same manner as if the employee was actively working.

The Worksite Employer's obligation to maintain health insurance coverage ceases if an employee's premium payment is more than thirty (30) days late. If an employee's payment is more than fifteen (15) days late, the employee will receive a letter notifying the employee that coverage will be dropped on a specified date unless payment is received before that date.

Restoration of Employment and Benefits

Under most circumstances an employee who exercises his or her right to PFL will, upon the expiration of that leave, be entitled to be restored to the position held by the employee when the leave commenced, or to a comparable position with comparable benefits, pay, and other terms and conditions of employment. The taking of leave covered by PFL will not result in the loss of any employment benefit accrued prior to the date on which the leave commenced. However, employees who fraudulently obtain PFL are not protected by the PFL's job restoration or maintenance of health benefits provisions and may be subject to disciplinary action up to and including termination of employment.

Waivers

An employee has the option to file a waiver of PFL and therefore not be subject to deductions, but only when his or her regular employment is: (i) twenty (20) or more hours per week but the employee will not work twenty-six (26) consecutive weeks; or (ii) fewer than twenty (20) hours per week and the employee will not work one hundred seventy-five (175) days in a fifty-two (52) consecutive week period. If the employee's schedule/status changes so that he or she would be eligible for PFL, the waiver shall be automatically revoked and deductions of premium from the employee's pay, including retroactive deductions to the date of hire, shall become effective within eight (8) weeks of the change of status.

Questions and/or Complaints about PFL

If you have questions regarding this PFL policy, please contact Alcott's Human Resources or Benefits Departments. The Worksite Employer and Alcott are committed to complying with the PFL and, whenever necessary, shall interpret and apply this policy in a manner consistent with the PFL. Neither the Worksite Employer nor Alcott will interfere, restrain or deny the exercise of any rights provided by PFL. If an employee feels that his or her PFL rights have been violated he or she should immediately report the matter to the Worksite Employer and/or Alcott.

Family and Medical Leave Act

This policy only applies to certain worksite employers who meet the definition of a covered employer.

Under federal law, certain employers are covered by a statute called the Family and Medical Leave Act (the "Act"). The worksite employer is covered under this Act if it employs fifty (50) employees in any twenty (20) weeks of the current or preceding calendar year.

If the worksite employer is covered under the Act, eligible employees may take a leave of absence pursuant to this policy. To the extent that an applicable state law provides greater benefits, we will comply with that state law.

Eligibility

An employee is eligible for an FMLA leave if he/she: 1) has been employed for at least twelve months during the last seven years; 2) has worked at least 1,250 hours in the twelve-month period prior to the beginning of the leave; 3) has not otherwise exhausted his/her available FMLA leave within the 12-month period prior to using the leave; and 4) works at a site that has fifty (50) or more employees of the worksite employer within a 75-mile radius.

Duration

Up to 12 workweeks in a 12-month period. The 12-month period is a rolling period measured backward from the date the employee uses FMLA leave.

Reasons for Leave

- Birth of a child;
- Placement of a child with the employee for adoption / foster care;
- To care for a spouse, child, or parent with a serious health condition;
- Employee's own serious health condition, which makes the employee unable to perform his/her duties.

A "serious health condition" is defined specifically by the FMLA and an employee will be required to provide a certification as to the serious health condition from a health care provider as described further below.

Leave taken for any of these reasons will be counted as a leave under the FMLA, regardless of whether the employee wishes to designate his/her leave as such. To the extent permitted by law, FMLA leave shall run concurrently with any other leave to which the employee is entitled (e.g., disability or workers compensation). Leave taken for the birth, adoption, or foster care placement of a child must be taken within one year of the birth or placement.

Intermittent Leave or Leave on a Reduced Schedule

In some circumstances, FMLA leave may be taken intermittently or on a reduced schedule. If the employee is taking intermittent leave or is on a reduced leave schedule because of his/her own serious health condition, or the serious health condition of the employee's child, parent, or spouse, such a leave must be medically necessary.

Employees needing intermittent leave or a reduced leave schedule must attempt to schedule their leave so as not to interrupt the worksite employer's operations. The minimum period of time for a leave is one-quarter (.25) hour. An employee on an intermittent leave or a reduced schedule leave may be transferred to an alternate work schedule, worksite location of the worksite employer (if applicable) or alternative position at the worksite employer to accommodate the leave.

Limitations if Both Spouses Are Employees

If both spouses work for the worksite employer and the leave requested is for the birth, adoption, or foster care placement of a child, the worksite employer will not grant more than a combined total of 12 workweeks of FMLA leave within a 12-month period to the spouses.

Leave Notice

If the need for a leave is foreseeable, the employee must provide 30 days' written notice to his/her worksite employer and Alcott. If the need for a leave is not foreseeable or if it is otherwise not possible to provide 30 days' notice, notice must be provided within one or two days of learning of the need for the leave, or as soon as practicable.

If the need for the leave is foreseeable, the employee must make a reasonable effort to schedule the leave so as not to disrupt the worksite employer's operations. The employee's reasonable effort to schedule his/her leave is subject to the approval of the health care provider of the employee or the employee's family member.

Medical Certification

If the leave is due to the employee's serious health condition or to care for a family member with a serious health condition, the employee must provide certification from the health care provider. Where possible, the employee must provide the certification before the leave begins. When this is not possible, the employee must provide the certification within 15 calendar days from the date the employee learned of the need for the leave. Such forms may be obtained from Alcott. Employees are required to provide prompt notice to the Organization of any change(s) to an employee's return to work date.

Failure to provide a timely medical certification may result in denial of an FMLA leave.

Return to Work

If the employee's FMLA leave was as a result of his/her own serious health condition, the worksite employer requires the employee to submit a certification from his/her healthcare provider stating that the employee is able to return to work. For employees on intermittent leave, such a release may be required if reasonable safety concerns exist regarding the employee's ability to perform his or her duties, based on the serious health condition for which the employee took intermittent leave. This form is available from Alcott.

Health Coverage

While the employee is on FMLA leave, the worksite employer will continue the employee's health coverage under the same terms and conditions as provided while the employee was working. The employee will still be responsible for the same premiums for his/her health coverage as if he/she were at work. If the employee is on an unpaid leave of absence he/she will need to send a check to Alcott for his/her portion of the premium within the first five days of each month. Failure to make timely payments may result in termination of medical, dental and vision coverage, though coverage will be reinstated on the return from the leave.

Once leave is exhausted under FMLA, employees will be eligible to continue benefits under COBRA (see COBRA policy).

If the employee fails to return from the leave, or returns to work for less than 30 days, in certain circumstances, the worksite employer may recover from the employee the premiums it paid for maintaining medical, dental and vision coverage during the unpaid portion of the leave.

NYS Paid Family Leave with FMLA and PTO

Employees must use any accrued, unused paid time off during periods of otherwise unpaid FMLA leave and NYS Paid Family Leave. Employees will not accrue any paid time off (or sick, vacation, etc. if the worksite employer has designated time as such) while out on FMLA. Employees will not be permitted to receive benefits and/or pay in excess of their full salary. If the worksite employer utilizes sick time as opposed to paid time off (“PTO”) and the employee has earned sick time, this time can only be used for the employee’s own serious health condition.

Use of unused paid time off accruals or other paid time off does not extend the length of Paid Family Leave, and the paid time will run concurrently with an employee’s Paid Family Leave entitlement, to the maximum extent permissible under the law.

Reinstatement

An employee eligible for Family and Medical Leave and medically cleared to return to work – with the exception of those employees designated as “highly compensated employees” – will be restored by the worksite employer to his/her position or to a position with equivalent pay, benefits, and other terms and conditions of employment at the expiration of the period of leave covered by the FMLA. However, you have no greater right to reinstatement than if you had been continuously employed rather than on leave. For instance, if you would have been laid off had you not gone on leave or if your position has been eliminated during the leave, then you will not be entitled to reinstatement.

Employees who fail to report on their return date and who fail to request and obtain an approval for additional leave whether or not covered by the Family Medical Leave Act may be considered to have voluntarily resigned.

Accepting or continuing employment while on leave that is contrary to the restrictions indicated by your FMLA certification, or filing for unemployment insurance benefits while on leave may be treated as a voluntary resignation from employment. To the extent permitted under federal and state law, no employee may engage in gainful employment while on authorized leave unless permission to engage in such gainful employment has been granted by the worksite employer in writing prior to the leave.

Highly Compensated, or Key Employees, are those among the 10-percent highest paid employees of the worksite employer within 75 miles of the employee’s worksite. Those employees may be denied reinstatement at the end of the leave if reinstatement would cause substantial and grievous economic injury to the worksite employer’s operations.

Military Member Family and Medical Leave

If you are an employee who works for a worksite employer covered under the Family Medical Leave Act (FMLA) and you are otherwise eligible to take leave under the FMLA, you may be eligible for Military Member FMLA. There are two types of leave available. Except as mentioned below an employee’s rights and obligations to Military Member FMLA Leave are governed by the FMLA policy in the employee manual.

Leave Entitlement

Military Member FMLA provides eligible employees unpaid leave for any one, or for a combination, of the following reasons:

- *Covered Active Duty Leave* is due to a “qualifying exigency” (as defined below) arising out of the fact that your spouse, son, daughter or parent is a military member of the Armed Forces,

- Armed Forces Reserves or National Guard and is on Covered Active Duty Leave, or has been notified of an impending call to covered active duty status deployment to a foreign country;
- *Military Caregiver Leave* is granted for an eligible employee who is the spouse, son, daughter, parent or next of kin of a military member or covered veteran who is recovering from a serious illness injury sustained or aggravated in the line of active duty, as defined in the relevant regulations. “Next of kin” is defined as “the nearest blood relative” of the military member. “Covered veteran” is defined as an individual who was discharged or released under conditions other than dishonorable at any time during the five (5) year period prior to the first date of leave taken under this policy.

Duration of Covered Active Duty Leave

- When leave is due to “qualifying exigency” an eligible employee may take up to 12 workweeks of leave during the rolling 12-month period.
- Eligible employees who request Covered Active Duty Leave to spend time with a military member on Rest and Recuperation leave may take up to fifteen (15) calendar days of leave.

Duration of Military Caregiver Leave

- An eligible employee may take up to 26 workweeks of leave, either continuously or intermittently, during a single 12-month period to care for the military member or covered veteran (including members of the Reserves and National Guard) who is undergoing medical treatment, recuperation or therapy for a serious injury or illness at any time during the five years preceding the date of treatment, recuperation or therapy. If you take this Military Caregiver Leave, any leave you have used of your 12-week allotment for other FMLA leave will be deducted from this period;

Application and Notice

If an employee desires a leave pursuant to these military leave provisions of the Military Member FMLA, he/she must follow similar procedures for application and notice of leave as are used for other FMLA leave. All applications and forms are available from Alcott.

When the leave is for Covered Active Duty Leave because of a qualifying exigency, an application must be submitted advising why the leave is needed, and notice should be provided as soon as reasonable and practical.

If the request is for Military Caregiver Leave and the leave is foreseeable, such as for a planned medical treatment, an employee must submit the application for leave not less than thirty (30) days before the date the leave is to begin. Every attempt should be made to schedule this leave so as not to disrupt business operations. When the need for leave is not foreseeable, the application must be submitted as far in advance of the date the leave is to begin as is practical.

Leaves pursuant to these military leave provisions may be taken on an intermittent (rather than on an uninterrupted) basis or on a reduced schedule if medically necessary because of the health condition of the military member who is the employee’s spouse, child, parent or next of kin.

Qualifying Exigency

The following are activities eligible for Covered Active Duty Leave:

- Short-notice deployment;
- Attending official ceremonies or programs and related activities where the participation of the family member is requested by the military;
- Making arrangements for child care, school activities or elder care;
- Making financial or legal arrangements to address the military member's absence;
- Attending counseling;
- Post deployment activities;
- Rest and recuperation;
- To care for a military member's parent who is incapable of self-care when the care is necessitated by the military member's covered active duty;
- Other events may qualify in the worksite employer's sole discretion.

Verification or Certification

- *Covered Active Duty Leave.* Applications for Covered Active Duty Leave must state the nature of the relationship of the employee to the military member and the employee should attach to his/her application for leave verification of the military member's call-up to covered active duty and the reason for the request. Rest and Recuperation Leave orders are required if the leave is to spend time with a military member on Rest and Recuperation Leave. If not immediately available, this verification should be provided as soon as practicable. If such verification is not provided, the worksite employer may deny Military Member FMLA designation for the leave. However, the worksite employer retains the right, in its sole discretion, to designate any leave as Military Member FMLA leave retroactively upon receipt of the verification;
- *Military Caregiver Leave.* Applications for Military Caregiver Leave must state the nature of the relationship of the employee to the military member and must have attached to it a written certification from the health care provider for the injured military member or covered veteran. If the leave is to care for a covered veteran the certification must state the date of separation and whether the separation was other than dishonorable and documentation confirming this information must be provided. If not immediately available, the worksite employer may, in its sole discretion permit an eligible employee to commence Military Member FMLA leave; however, the eligible employee must provide the required certification within five (5) business days or the worksite employer may deny Military Member FMLA designation of the leave. The worksite employer retains the right, in its sole discretion, to designate any leave as Military Member FMLA leave retroactively upon receipt of a certification;
- As with all certifications for medical leave under the FMLA, the written certification must state: 1) the date on which the serious health condition commenced; 2) the probable duration of the condition; 3) the appropriate medical facts regarding the condition and its duration; and 4) that the military member is medically unfit to perform the duties of the military member's office, grade, rank or rating; and 5) that the illness or injury was incurred or aggravated by the member in the line of duty on active duty in the armed forces and manifested itself before or after the military member became a covered veteran (if a covered veteran), and additionally one of the four alternatives listed in the regulations for covered veterans (contact Alcott for more information).

Conditions

Any conditions applicable to FMLA leave such as potential transfers to alternate positions, are applicable to Military Member FMLA.

If the employee and his/her spouse are both employed by the worksite employer, and both are taking leave because of a qualifying exigency and any other FMLA leave, both employees are entitled to a combined total of twelve (12) weeks of leave, rather than twelve (12) weeks each.

If an employee and his/her spouse are both employed by the worksite employer and both are taking Military Caregiver Leave and any other FMLA leave, both employees are entitled to a combined total of 26 weeks of leave, rather than 26 weeks each. Limitations of twelve (12) weeks for any leave other than Military Caregiver leave are still valid.

Military Member FMLA runs concurrently with other leave entitlements provided under federal, state and local law.

Health Coverage

Health insurance benefits will be continued under the same terms as they are offered when the employee is at work. The employee will still be responsible for the same premiums for his/her health coverage as if he/she were at work. If the employee is on an unpaid leave of absence he/she will need to send a check to Alcott for his/her portion of the premium within the first five days of each month.

The worksite employer will pay all premiums due if the employee is unable to do so during his/her Military Member FMLA leave. However, such premiums must be repaid to the worksite employer once the employee has returned to work. If during Military Member FMLA an employee indicates that he/she does not intend to return to work, or if after completion of the leave he/she does not return to work, the employee will be required to reimburse the worksite employer for the cost of payments made to maintain his/her benefits during the leave. Once leave is exhausted under Military Member FMLA, employees will be eligible to continue benefits under COBRA (see COBRA policy).

Paid Time Off

Paid leave, if available, may be used during Military Member FMLA under the same terms and conditions as for any FMLA. If paid leave is unavailable, Military Member FMLA leave is still available to an eligible employee. If an employee has no available leave and is not authorized to take Military Member FMLA, yet still chooses to take leave, he/she may be regarded as absent under the worksite employer's current policies.

Lactation Rights

Reasonable break time is provided to mothers to express breast milk for their nursing child up to three years after birth. If an employee requires such breaks, please contact a supervisor or an Alcott Human Resources representative for more information.

Military Leave

Military leaves will be granted in accordance with applicable state and federal law. Employees must give notice of the need for leave as soon as practical and they are requested, but are not required, to submit a copy of their military orders to their supervisor before the leave commences.

The Organization is committed to protecting the job rights of employees absent on military leave. In accordance with applicable state and federal law, no employee or prospective employee will be subjected to any form of

discrimination on the basis of that person's membership in or obligation to perform service for any of the Uniformed Services of the United States. No person will be subjected to retaliation or adverse employment action because such person has exercised his or her rights under this policy. If any employee believes that he or she has been subjected to discrimination in violation of this policy, the employee should immediately contact his or her supervisor, a member of management or Alcott (631-420-0100 or 1-888-4ALCOTT).

Spousal Military Leave

Worksite employers with twenty (20) or more employees will grant leave to the spouse of a member of the Armed Forces of the United States, National Guard or Reserves who has been deployed during a period of military conflict to a combat theater or combat zone of operations. Employees must work an average of 20 hours a week to be eligible for this leave. Employees are eligible for ten (10) days of unpaid leave when the employee's spouse is on leave from a combat theater or combat zone. Employees must give notice of the need for leave as soon as practical.

Blood Donor Leave

Worksite employers with twenty (20) or more employees will provide three (3) hours of leave in any 12-month period for an employee to donate blood. Contact your supervisor or an Alcott HR representative for more information.

Volunteer Emergency Responders Leave

Employees who also serve as volunteer emergency responders are eligible for leave during times when the Governor has declared a state of emergency. Such leaves will be granted only for as long as the employee is engaged in the actual performance of his or her duties" as an emergency responder, unless such leave poses an undue hardship to the worksite employer. Employees eligible for such leave include volunteer firefighters and volunteer ambulance service personnel who have given their employer prior written documentation regarding their volunteer status or whose duties as a volunteer firefighter or member of a volunteer ambulance service are related to the declared emergency. Any time lost from employment due to leave under this policy will be unpaid. The employee may be required to provide a notarized statement certifying the period of time that they were responding to an emergency.

Bone Marrow Donation Leave

Worksite employers with twenty (20) or more employees will grant a leave of absence up to twenty-four (24) work hours taken in full day increments to an employee who seeks to undergo a medical procedure to donate bone marrow. Contact your supervisor or an Alcott HR representative for more information.

Unpaid Personal Leave

Regular, full-time and part-time employees who have completed one year of service with the Organization may be eligible for up to twelve (12) weeks of unpaid personal leave in a 12-month period. An employee may use accrued, unused vacation and/or personal time (or PTO) during this otherwise unpaid leave. The employee must not be otherwise eligible for, nor can a leave qualify under Family and Medical Leave in order to take leave under this policy. Temporary employees are not eligible for this leave.

The Organization will consider all leave requests reserving the right to deny leave based upon workload, scheduling, coverage, Organization needs or any other business-related criteria. The granting of one leave is not precedent for the granting of subsequent leaves.

Additionally, employees who fail to report on their return date may be considered to have voluntarily resigned.

The Organization will continue the employee's health coverage (through the election of COBRA) while the employee is on unpaid leave status. Employees will be offered COBRA coverage and will be responsible for the same premiums for his/her health coverage as if he/she were at work. Employees are required to send a check to Alcott HR for his/her portion of the premium within the first five days of each month. Employees who fail to pay for medical, dental and vision coverage for thirty days may have their COBRA coverage terminated. Upon return to active duty, their medical may be reinstated.

Leaving Long Island Cares

Separation of Employment

Final pay will be issued in accordance with state and local wage and hour regulations. Information regarding benefits will be provided by Alcott. Employees must notify Alcott of any address change subsequent to separation in order that he/she may receive post-separation documents (e.g., tax reporting documents, W-2s, etc).

Resignation

The Organization requests two (2) weeks advance written notice of intention to resign. Management personnel, (directors, managers, coordinators) are expected to provide Long Island Cares with at least four (4) weeks' notice. Employees must submit their letter of resignation to their supervisor when they resign. Employees who give such notice will be paid for any earned, unused vacation and personal time and half of earned unused sick time. Employees will not be permitted to utilize any accrued paid time off after notice has been given.

Termination

Employees will be paid for earned, unused vacation, sick and personal time according to policy if they are involuntarily terminated for any reason other than violation of Organization policy.

Exit Interview

The Organization may schedule an exit interview for employees who voluntarily leave. At that time, employees are encouraged to share their views on their work experience at Long Island Cares. Exit interviews will be conducted by a Alcott Human Resources representative.

Return of Property

Employees leaving the Organization must return items issued to them by Long Island Cares or in their possession or control, including the following but not limited to:

- Computers, telephones, tablets, any other telecommunication devices, portable electronic storage and/or related equipment;
- Organization Security Card;
- Office Keys;
- Organization-issued credit cards;
- Organization manuals, including Employee Manual;
- Written materials, files, copies of files and other documents.

The Organization reserves the right to seek legal recourse when an employee does not return Long Island Cares' property.

A Few Closing Words

This manual is intended to give employees a broad summary of things to know about their employment. The information in this manual is general in nature. While we intend to continue the policies, rules and benefits described in this manual, the Organization and/or Alcott may always modify or vary from the matters set forth in this manual at its discretion. Employees are encouraged to speak to a supervisor or an Alcott Human Resources representative with any questions they may have. Again, thanks for your contributions to our team!

Employee Manual Acknowledgment

Long Island Cares

Issue Date January 2018

I acknowledge that I have received an electronic copy of the Long Island Cares Employee Manual. I understand that the manual supersedes any prior manuals and is intended to be a guide only. Neither this manual nor any other oral or written statement except as stated below, is intended to be a contract or promise which binds either Long Island Cares or Alcott or me to continue the employment relationship for any period of time. I understand that nothing in this manual limits the right of Long Island Cares and/or Alcott or me to end the employment relationship at any time for any reason (except an unlawful reason), with or without notice and without recourse. The at-will relationship will not be altered at any time except in a written document signed by the Chief Executive Officer which states employment for a definite term.

The Employee Manual describes important information about my employment and I understand that I should review it and consult my supervisor or Alcott's Human Resources department regarding any questions I may have about my employment relationship.

While we intend to continue the policies, rules and benefits described in this manual, Long Island Cares and/or Alcott may always modify or vary from the matters set forth in this manual at its discretion, with the exception of the at-will policy. I understand that revised information may supersede, modify, or eliminate existing policies and that all such modifications will be binding on all employees. Additionally, I understand that some of the subjects described in this manual are covered in detail in official policy documents, that I should refer to these documents for specific information, and that the terms of these "Plan Documents" are controlling.

By signing electronically, I acknowledge that I have received the electronic a copy of the Long Island Cares Employee Manual and I agree to read and comply with the policies contained in this manual and any revisions or modifications made to them.



