

TEMPORARY EMPLOYEE HANDBOOK

Choice Temps Inc.

A.K.A Choice Hospitality/ Choice Events & Choice Style

| | |
|--|-------|
| FOREWORD | |
| DIVERSITY | 3 |
| • Equal Employment Opportunity Statement | |
| • Anti-harassment Policy and Complaint Procedure | |
| • Americans with Disabilities Act (ADA) & Amendments Act (ADAAA) | |
| • N.Y. State Article 23-A; Correction Law | |
| EMPLOYMENT | 4-6 |
| • Employee Classification Categories | |
| • Background and Reference Checks | |
| • Separation of Employment | |
| WORKPLACE SAFETY | 7-10 |
| • Drug-Free Workplace | |
| • Safety | |
| • Smoke-Free Workplace | |
| • Sexual Harassment Fact Sheet | 10 |
| • Sexual Harassment Prevention Policy | 11-16 |
| WORKPLACE EXPECTATIONS | 17 |
| • Attendance and Punctuality | |
| COMPENSATION | 18 |
| • Payment of Wages | |
| • Time Reporting | |
| • Overtime Pay | |
| NYC SICK LEAVE LAW | 19-20 |
| • Choice Sick Time Policies and Procedures | |
| • Notice of Employee Rights | |
| NY Paid Family Leave/ FLMA | 21 |
| BENEFITS | 22-30 |
| • Medical Insurance | |
| • Domestic Partners | |
| • Workers' Compensation Benefits | |
| • Transit | |
| • Acknowledgements | |



FOREWORD

Choice Temps Inc.

We consider temporary employees of Choice Temps Inc. to be one of its most valuable resources. This handbook has been written to serve as a guide for the employer/employee relationship.

There are several things to keep in mind about this handbook. First, it contains only general information and guidelines. It is not intended to be comprehensive or to address all the possible applications of, or exceptions to, the general policies and procedures described. For that reason, if you have any questions concerning eligibility for a particular benefit, or the applicability of a policy or practice to you, you should address your specific questions to your recruiter or contact us directly. Neither this handbook nor any other company document confers any contractual right, either express or implied, to remain in the company's employ. Nor does it guarantee any fixed terms and conditions of your employment. Your employment is not for any specific time and may be terminated at will with or without cause and without prior notice by the company, or you may resign for any reason at any time.

The procedures, practices, policies and benefits described here may be modified or discontinued from time to time. We will try to inform you of any changes as they occur.

This handbook and the information in it should be treated as confidential. No portion of this handbook should be disclosed to others, except Choice Temps Inc. employees and others affiliated with Choice Temps Inc. whose knowledge of the information is required in the normal course of business.

DIVERSITY

Equal Employment Opportunity Statement

Choice Temps Inc. provides equal employment opportunities (EEO) to all employees and applicants for employment without regard to race, color, religion, gender, sexual orientation, gender identity, national origin, age, disability, genetic information, marital status, amnesty or status as a covered veteran in accordance with applicable federal, state and local laws. Choice Temps Inc. complies with applicable state and local laws governing nondiscrimination in employment in every location in which the company has facilities. This policy applies to all terms and conditions of employment, including hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation and training.

Choice Temps Inc. expressly prohibits any form of unlawful employee harassment based on race, color, religion, gender, sexual orientation, national origin, age, genetic information, disability or veteran status. Improper interference with the ability of Choice Temps Inc. employees to perform their expected job duties is absolutely not tolerated.

Choice Temps Inc. Anti-harassment Policy and Complaint Procedure

Choice Temps Inc. is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits unlawful discriminatory practices, including harassment. Therefore, Choice Temps Inc. expects that all relationships among our temporary employees are our staff in the office will be business-like and free of bias, prejudice and harassment. For all complaints/concerns please email DZanardi@choiceco.com or call (212) 679-5900.

Americans with Disabilities Act (ADA) and the ADA Amendments Act (ADAAA)

The Americans with Disabilities Act (ADA) and the Americans with Disabilities Amendments Act, known as the ADAAA, are federal laws that prohibit employers with 15 or more employees from discriminating against applicants and individuals with disabilities and that when needed provide reasonable accommodations to applicants and employees who are qualified for a job, with or without reasonable accommodations, so that they may perform the essential job duties of the position.

It is the policy of Choice Temps Inc. to comply with all federal and state laws concerning the employment of persons with disabilities and to act in accordance with regulations and guidance issued by the Equal Employment Opportunity Commission (EEOC). Furthermore, it is our company policy not to discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training or other terms, conditions and privileges of employment. The company will reasonably accommodate qualified individuals with a disability so that they can perform the essential functions of a job unless doing so causes a direct threat to these individuals or others in the workplace and the threat cannot be eliminated by reasonable accommodation and/or if the accommodation creates an undue hardship. Contact the Human Resource department with any questions or requests for accommodation.

EMPLOYMENT

Employee Classification Categories

All employees are designated as either nonexempt, exempt, fulltime-temporary or part-time temporary. The following is intended to help employees understand employment classifications and employees' employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. The right to terminate the employment- at-will relationship at any time is retained by both the employee and Choice Temps Inc..

Nonexempt employees are employees whose work is covered by the Fair Labor Standards Act (FLSA). They are NOT exempt from the law's requirements concerning minimum wage and overtime.

Exempt employees are generally managers or professional, administrative or technical staff who ARE exempt from the minimum wage and overtime provisions of the FLSA. Exempt employees hold jobs that meet the standards and criteria established under the FLSA by the U.S. Department of Labor.

Choice Temps Inc. has established the following categories for both nonexempt and exempt employees:

- **Temporary, full time:** Employees who are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project and who are temporarily scheduled to work the company's full-time schedule for a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status.
- **Temporary-to-hire:** Employees who are offered a job for a duration lasting from 30- 120 days and are offered a fulltime permanent position. There is no guarantee that the job may become permanent and the right to terminate an employee may be exercised at any time for no specific reason.
- **Temporary, part time:** Employees who are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project and who are temporarily scheduled to work less than the company's full-time schedule for a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status.

Background and Reference Checks

To ensure that individuals who register Choice Temps Inc. are well qualified and to ensure that Choice Temps Inc. maintains a safe and productive work environment, it is our policy to conduct pre-employment reference checks on all applicants who accept an offer of employment.

Background checks may include verification of any information on the applicant's resume or application form. Some of our clients may require further testing- such as drug, criminal, etc after an offer of employment is extended.

All offers of employment are conditioned on receipt of a background check report that is acceptable to Choice Temps Inc. All background checks are conducted in conformity with the Federal Fair Credit Reporting Act, the Americans with Disabilities Act, and state and federal privacy and antidiscrimination laws. Reports are kept confidential and are only viewed by individuals involved in the hiring process.

New York State Correction Law

Article 23-A, Section 753

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

1. In making a determination pursuant to section seven hundred fifty-two of this chapter, the public agency or private employer shall consider the following factors:
 - (a) The public policy of this state, as expressed in this act, to encourage the licensure and employment of persons previously convicted of one or more criminal offenses.
 - (b) The specific duties and responsibilities necessarily related to the license or employment sought.
 - (c) The bearing, if any, the criminal offense or offenses for which the person was previously convicted will have on his fitness or ability to perform one or more such duties or responsibilities.
 - (d) The time which has elapsed since the occurrence of the criminal offense or offenses.
 - (e) The age of the person at the time of occurrence of the criminal offense or offenses.
 - (f) The seriousness of the offense or offenses.
 - (g) Any information produced by the person, or produced on his behalf, in regard to his rehabilitation and good conduct.
 - (h) The legitimate interest of the public agency or private employer in protecting property, and the safety and welfare of specific individuals or the general public.
2. In making a determination pursuant to section seven hundred fifty-two of this chapter, the public agency or private employer shall also give consideration to a certificate of relief from disabilities or a certificate of good conduct issued to the applicant, which certificate shall create a presumption of rehabilitation in regard to the offense or offenses specified therein.

Separation of Employment

Separation of employment from Choice Temps Inc.

- **Resignation:** Although we hope your employment with our agency will be a mutually rewarding experience, we do reserve the right to terminate your assignment at anytime and for any reason as allowed bylaw.

- **Job abandonment:** Employees who fail to report to work or contact Choice Temps Inc. for their scheduled workday shall be considered to have abandoned the job without notice, effective at the end of their normal shift of the workday. Employees who are separated due to job abandonment are ineligible for rehire. We have 24 hour reporting capability by email and phone.
 1. For the Office Support Division: Email: Choice-orders@choiceco.com
Phone: (212) 679-5900.
 2. For the Hospitality Division: Mark- 917-952-8186 / Roxane: 646-981-5121
 3. For the Convention Division: Steve- 646-467-5960 or choiceconvention@choiceco.com

- **Termination:** Employees of Choice Temps Inc. are employed on an at-will basis, and the company retains the right to terminate an employee atany time.

- **Termination of benefits:** Any temporary employee who qualified for benefits is inactive for 30 calendar days will receive a termination notice followed by cancellation of all benefits including health insurance. They will be entitled to apply for Cobra under state laws. They will be responsible for the full premium cost if they elect to purchase Cobra insurance. They must re-apply with our agency before they are placed again.

WORKPLACE SAFETY

Drug-Free Workplace

Choice Temps Inc. has a longstanding commitment to provide a safe and productive work environment. Alcohol and drug abuse pose a threat to the health and safety of employees and to the security of our equipment and facilities. For these reasons, Choice Temps Inc. is committed to the elimination of drug and/or alcohol use and abuse in the workplace.

Such employees may be required to document that they are successfully following prescribed treatment and to take and pass follow-up tests if they hold jobs that are safety sensitive or that require driving or if they have violated this policy previously.

Employees should report to work fit for duty and free of any adverse effects of illegal drugs or alcohol. This policy does not prohibit employees from the lawful use and possession of prescribed medications. Employees must, however, consult with their doctors about the medications' effect on their fitness for duty and ability to work safely and promptly disclose any work restrictions to their supervisor. Employees should not, however, disclose underlying medical conditions unless directed to do so.

Work Rules

The following work rules apply to all employees:

- ☐ Whenever employees are working, are operating any company/ client vehicle, are present on company/ client premises, or are conducting related work off-site, they are prohibited from:
 - Using, possessing, buying, selling, manufacturing or dispensing an illegal drug (to include possession of drug paraphernalia).
 - Being under the influence of alcohol or an illegal drug as defined in this policy.
- The presence of any detectable amount of any illegal drug or illegal controlled substance in an employee's body while performing company business or while in a company facility is prohibited.
- Choice Temps Inc. will not allow any employee to perform their duties while taking prescribed drugs that are adversely affecting the employee's ability to safely and effectively perform their job duties. Employees taking a prescribed medication must carry it in the container labeled by a licensed pharmacist or be prepared to produce it if asked.
- ☐ Any illegal drugs or drug paraphernalia will be turned over to an appropriate law enforcement agency and may result in criminal prosecution.

Required Testing

The company retains the right to require the following tests:

- **Pre-employment:** All applicants must sign a consent and if requested, pass a drug test before beginning work or receiving an offer of employment. Refusal to submit to testing will result in disqualification of further employment consideration.
- **Reasonable suspicion:** Employees are subject to testing based on observations by a supervisor of apparent workplace use, possession or impairment. Choice Temps Inc. must be consulted before sending an employee for reasonable suspicion testing.
- **Post-accident:** Employees are subject to testing when they cause or contribute to accidents that seriously damage a company vehicle, machinery, equipment or property and/or result in an injury to themselves or another employee requiring off-site medical attention. In any of these instances, the investigation and subsequent testing must take place within two (2) hours following the accident, if not sooner.
- **Follow-up:** Employees who have tested positive, or otherwise violated this policy, are subject to discipline up to and including discharge. Depending on the circumstances and the employee's work history/record, Choice Temps Inc. may offer an employee who violates this policy or tests positive the opportunity to return to work on a last-chance basis pursuant to mutually agreeable terms, which could include follow-up drug testing at times and frequencies for a minimum of one (1) year but not more than two (2) years. If the employee either does not complete his/her rehabilitation program or tests positive after completing the rehabilitation program, he/she will be subject to immediate discharge from employment.

Consequences

Applicants who refuse to cooperate in a drug test or who test positive will not be hired or rehired.

Confidentiality

Information and records relating to positive test results, drug and alcohol dependencies and legitimate medical explanations provided to the medical review officer (MRO) shall be kept confidential to the extent required by law and maintained in secure files separate from normal personnel files.

Crimes Involving Drugs

Choice Temps Inc. prohibits all employees from manufacturing, distributing, dispensing, possessing or using an illegal drug in or on company/ client premises or while conducting company business. Employees are also prohibited from misusing legally prescribed or over-the-counter (OTC) drugs. Law enforcement personnel shall be notified, as appropriate, when criminal activity is suspected.

Safety

It is the responsibility of each employee to conduct all tasks in a safe and efficient manner complying with all local, state and federal safety and health regulations and program standards, and with any special safety concerns for use in a particular area or with a client.

It is also the responsibility of the employee to complete an Accident and Incident Report for each safety and health infraction that occurs by an employee or that the employee witnesses. Failure to report such an infraction may result in employee disciplinary action, including termination.

Furthermore, management requires that any temporary employee employed by CHOICE TEMPS INC. assumes the responsibility of individual and organizational safety. Failure to follow company safety and health guidelines or engaging in conduct that places the employee, client or company property at risk can lead to employee disciplinary action and/or termination.

When an employee sustains a work-related injury, they must notify CHOICE TEMPS INC. within 24 hours and file an incident report.

Smoke-Free Workplace

It is the policy of Choice Temps Inc. to prohibit smoking on all company premises in order to provide and maintain a safe and healthy work environment for all employees. Temporary employees are also not allowed to smoke in the client's workplace unless there is a designated smoking area.

The smoke-free workplace policy applies to:

- All contractors and consultants and/or their employees working on the company premises.
- All employees, temporary employees and student interns.

Employees who violate the smoking policy will be subject to disciplinary action up to and including immediate discharge.

According to The City of New York Department of Health and Mental Hygiene, Local Law 47 of 2002, amending the Smoke-Free Air Act, indicates the new law makes virtually all workplaces in New York City smoke-free to protect workers from exposure to second-hand smoke. To assist business owners and employers in complying with the law, an informational brochure is available *on the website*: (<http://www.nyc.gov/html/doh/downloads/pdf/smoke/tc9.pdf>).

STOP SEXUAL HARASSMENT ACT FACTSHEET

Reviewed and updated September 4, 2018

The NYC Human Rights Law

The NYC Human Rights Law, one of the strongest anti-discrimination laws in the nation, protects all individuals against discrimination based on gender, which includes sexual harassment in the workplace, in housing, and in public accommodations like stores and restaurants. Violators can be held accountable with civil penalties of up to \$250,000 in the case of a willful violation. The Commission can also assess emotional distress damages and other remedies to the victim, can require the violator to undergo training, and can mandate other remedies such as community service.

Sexual Harassment Under the Law

Sexual harassment, a form of gender-based discrimination, is unwelcome verbal or physical behavior based on a person's gender.

Some Examples of Sexual Harassment

- unwelcome or inappropriate touching of employees or customers
- threatening or engaging in adverse action after someone refuses a sexual advance
- making lewd or sexual comments about an individual's appearance, body, or style of dress
- conditioning promotions or other opportunities on sexual favors
- displaying pornographic images, cartoons, or graffiti on computers, emails, cell phones, bulletin boards, etc.
- making sexist remarks or derogatory comments based on gender

Retaliation Is Prohibited Under the Law

It is a violation of the law for an employer to take action against you because you oppose or speak out against sexual harassment in the workplace. The NYC Human Rights Law prohibits employers from retaliating or discriminating "in any manner against any person" because that person opposed an unlawful discriminatory practice. Retaliation can manifest through direct actions, such as demotions or terminations, or more subtle behavior, such as an increased work load or being transferred to a less desirable location. The NYC Human Rights Law protects individuals against retaliation who have a good faith belief that their employer's conduct is illegal, even if it turns out that they were mistaken.

Report Sexual Harassment

If you have witnessed or experienced sexual harassment inform a manager, the equal employment opportunity officer at your workplace, or human resources as soon as possible.

Report sexual harassment to the NYC Commission on Human Rights. Call 718-722-3131 or visit NYC.gov/HumanRights to learn how to file a complaint or report discrimination. You can file a complaint anonymously.

State and Federal Government Resources

Sexual harassment is also unlawful under state and federal law where statutes of limitations vary. To file a complaint with the New York State Division of Human Rights, please visit the Division's website at www.dhr.ny.gov.

To file a charge with the U.S. Equal Employment Opportunity Commission (EEOC), please visit the EEOC's website at www.eeoc.gov.

Choice Temps Inc. Sexual Harassment Statement and Policy

Choice Temps Inc. is committed to maintaining a workplace free from sexual harassment. Sexual harassment is a form of workplace discrimination. Choice Temps Inc. has a zero-tolerance policy for any form of sexual harassment, and all employees are required to work in a manner that prevents sexual harassment in the workplace. This Policy is one component of Choice Temps Inc. commitment to a discrimination-free work environment

Sexual harassment is against the law. All employees have a legal right to a workplace free from sexual harassment, and employees can enforce this right by filing a complaint internally with Choice Temps Inc., or with a government agency or in court under federal, state or local antidiscrimination laws.

Policy:

1. Choice Temps. Inc's Policy applies to all employees, applicants for employment, interns, whether paid or unpaid, contractors and persons conducting business with Choice Temps Inc.
2. Sexual harassment will not be tolerated. Any employee or individual covered by this policy who engages in sexual harassment or retaliation will be subject to remedial and/or disciplinary action, up to and including termination.
3. Retaliation Prohibition: No person covered by this Policy shall be subject to adverse employment action including being discharged, disciplined, discriminated against, or otherwise subject to adverse employment action because the employee reports an incident of sexual harassment, provides information, or otherwise assists in any investigation of a sexual harassment complaint. Choice Temps Inc. has a zero- tolerance policy for such retaliation against anyone who, in good faith complains or provides information about suspected sexual harassment. Any employee of Choice Temps Inc. who retaliates against anyone involved in a sexual harassment investigation will be subjected to disciplinary action, up to and including termination. Any employee, paid or unpaid intern, or non-employee¹ working in the workplace who believes they have been subject to such retaliation should inform a supervisor, manager, or the HR department. Any employee, paid or unpaid intern or non- employee who believes they have been a victim of such retaliation may also seek compensation in other available forums, as explained below in the section on Legal Protections.
4. Sexual harassment is offensive, is a violation of our policies, is unlawful, and subjects Choice Temps Inc. to liability for harm to victims of sexual harassment. Harassers may also be individually subject to liability. Employees of every level who engage in sexual harassment, including managers and supervisors who engage in sexual harassment or who knowingly allow such behavior to continue, will be penalized for such misconduct.
5. *Choice Temps Inc.* will conduct a prompt, thorough and confidential investigation that ensures due process for all parties, whenever management receives a complaint about sexual harassment, or otherwise knows of possible sexual harassment occurring. Effective corrective action will be taken whenever sexual harassment is found to have occurred. All employees, including managers and supervisors, are required to cooperate with any internal investigation of sexual harassment.
6. All employees are encouraged to report any harassment or behaviors that violate this policy. Choice Temps Inc. will provide all employees a complaint form for employees to report harassment and file complaints.
7. Managers and supervisors are **required** to report any complaint that they receive, or any harassment that they observe to HR.
8. This policy applies to all employees, paid or unpaid interns, and non-employees and

all must follow and uphold this policy. This policy must be posted prominently in all work locations and be provided to employees upon hiring.

What Is “Sexual Harassment”?

Sexual harassment is a form of sex discrimination and is unlawful under federal, state, and (where applicable) local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, gender identity and the status of being transgender.

Sexual harassment includes unwelcome conduct which is either of a sexual nature, or which is directed at an individual because of that individual’s sex when:

- Such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile or offensive work environment, even if the complaining individual is not the intended target of the sexual harassment;
- Such conduct is made either explicitly or implicitly a term or condition of employment; or
- Submission to or rejection of such conduct is used as the basis for employment decisions affecting an individual’s employment.

A sexually harassing hostile work environment consists of words, signs, jokes, pranks, intimidation or physical violence which are of a sexual nature, or which are directed at an individual because of that individual’s sex. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory statements or sexually discriminatory remarks made by someone which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, which interfere with the recipient’s job performance.

Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions or privileges of employment. This is also called “quid pro quo” harassment.

Any employee who feels harassed should complain so that any violation of this policy can be corrected promptly. Any harassing conduct, even a single incident, can be addressed under this policy.

Examples of sexual harassment

The following describes some of the types of acts that may be unlawful sexual harassment and that are strictly prohibited:

- Physical assaults of a sexual nature, such as:
 - Touching, pinching, patting, grabbing, brushing against another employee’s body or poking another employees’ body;
 - Rape, sexual battery, molestation or attempts to commit these assaults.
- Unwanted sexual advances or propositions, such as:
 - Requests for sexual favors accompanied by implied or overt threats concerning the victim’s job performance evaluation, a promotion or other job benefits or detriments;
 - Subtle or obvious pressure for unwelcome sexual activities.
- Sexually oriented gestures, noises, remarks, jokes or comments about a person’s sexuality or sexual experience, which create a hostile work environment.
- Sexual or discriminatory displays or publications anywhere in the workplace, such as:
 -

- Displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace.
- Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity and the status of being transgender, such as:
 - Interfering with, destroying or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job;
 - Sabotaging an individual's work;
 - Bullying, yelling, name-calling.

Who can be a target of sexual harassment?

Sexual harassment can occur between any individuals, regardless of their sex or gender. New York Law protects employees, paid or unpaid interns, and non-employees, including independent contractors, and those employed by companies contracting to provide services in the workplace. A perpetrator of sexual harassment can be a superior, a subordinate, a coworker or anyone in the workplace including an independent contractor, contract worker, vendor, client, customer or visitor.

Where can sexual harassment occur?

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

What is "Retaliation"?

Unlawful retaliation can be any action that would keep a worker from coming forward to make or support a sexual harassment claim. Adverse action need not be job-related or occur in the workplace to constitute unlawful retaliation.

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

- filed a complaint of sexual harassment, either internally or with any anti-discrimination agency;
- testified or assisted in a proceeding involving sexual harassment under the Human Rights Law or other anti-discrimination law;
- opposed sexual harassment by making a verbal or informal complaint to management, or by simply informing a supervisor or manager of harassment;
- complained that another employee has been sexually harassed; or
- encouraged a fellow employee to report harassment.

Reporting Sexual Harassment

Preventing sexual harassment is everyone's responsibility. Choice Temps Inc cannot prevent or remedy sexual harassment unless it knows about it. Any employee, paid or unpaid intern or non-employee who has been subjected to behavior that may constitute sexual harassment is encouraged to report such behavior to a supervisor, manager HR. Anyone who witnesses or becomes aware of potential instances of sexual harassment should report such behavior to a supervisor, manager or HR.

Reports of sexual harassment may be made verbally or in writing. A form for submission of a written complaint is attached to this Policy, and all employees are encouraged to use this complaint form. Employees who are reporting sexual harassment on behalf of other employees should use the complaint form and note that it is on another employee's behalf. Employees, paid or unpaid interns or non-employees who believe they have been a victim of sexual harassment may also seek assistance in other available forums, as explained below in the section on Legal Protections.

Supervisory Responsibilities

All supervisors and managers who receive a complaint or information about suspected sexual harassment, observe what may be sexually harassing behavior or for any reason suspect that sexual harassment is occurring, **are required** to report such suspected sexual harassment to HR. In addition to being subject to discipline if they engaged in sexually harassing conduct themselves, supervisors and managers will be subject to discipline for failing to report suspected sexual harassment or otherwise knowingly allowing sexual harassment to continue.

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

Complaint And Investigation Of Sexual Harassment

All complaints or information about suspected sexual harassment will be investigated, whether that information was reported in verbal or written form. Investigations will be conducted in a timely manner, and will be confidential to the extent possible.

An investigation of any complaint, information or knowledge of suspected sexual harassment will be prompt and thorough, and should be completed within 30 days. The investigation will be confidential to the extent possible. All persons involved, including complainants, witnesses and alleged perpetrators will be accorded due process to protect their rights to a fair and impartial investigation.

Any employee may be required to cooperate as needed in an investigation of suspected sexual harassment. Employees who participate in any investigation will not be retaliated against.

Investigations will be done in accordance with the following steps:

- Upon receipt of complaint, HR will conduct an immediate review of the allegations, and take any interim actions, as appropriate. If complaint is oral, encourage the individual to complete the "Complaint Form" in writing. If he or she refuses, prepare a Complaint Form based on the oral reporting.
- If documents, emails or phone records are relevant to the allegations, take steps to obtain and preserve them.
- Request and review all relevant documents, including all electronic communications.

- Interview all parties involved, including any relevant witnesses;
- Create a written documentation of the investigation (such as a letter, memo or email), which contains the following:
 - A list of all documents reviewed, along with a detailed summary of relevant documents;
 - A list of names of those interviewed, along with a detailed summary of their statements;
 - A timeline of events;
 - A summary of prior relevant incidents, reported or unreported; and
 - The final resolution of the complaint, together with any corrective actions action(s).
- Keep the written documentation and associated documents in the employer's records.
- Promptly notify the individual who complained and the individual(s) who responded of the final determination and implement any corrective actions identified in the written document.
- Inform the individual who complained of their right to file a complaint or charge externally as outlined below.

Legal Protections And External Remedies

Sexual harassment is not only prohibited by Choice Temps Inc. but is also prohibited by state, federal, and, where applicable, local law.

Aside from the internal process at Choice Temps Inc, employees may also choose to pursue legal remedies with the following governmental entities **at any time**

New York State Division of Human Rights (DHR)

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

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

Complaining internally to [*Employer Name*] does not extend your time to file with DHR or in court. The one year or three years is counted from date of the most recent incident of harassment.

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

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

DHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458, (718) 741-8400 [appropriate other contact info], www.dhr.ny.gov

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

United States Equal Employment Opportunity Commission (EEOC)

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

The EEOC does not hold hearings or award relief, but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to have occurred.

If an employee believes that he/she has been discriminated against at work, he/she can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (1-800- 669-6820 (TTY)), visiting their website at www.eeoc.gov or via email at info@eeoc.gov

If an individual filed an administrative complaint with DHR, DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

Local Protections

Many localities enforce laws protecting individuals from sexual harassment and discrimination. An individual should contact the county, city or town in which they live to find out if such a law exists. For example, employees who work in New York City may file complaints of sexual harassment with the New York City Commission on Human Rights.

Contact their main office at Law Enforcement Bureau of the NYC Commission on Human Rights, 40 Rector Street, 10th Floor, New York, New York; call 311 or (212) 306-7450; or visit www.nyc.gov/html/cchr/html/home/home.shtml

Contact the Local Police Department

If the harassment involves physical touching, coerced physical confinement or coerced sex acts, the conduct may constitute a crime. Contact the local police department.

WORKPLACE EXPECTATIONS

Attendance and Punctuality

Patterns of absenteeism or tardiness may result in immediate termination from our agency. Not reporting to work and not calling to report the absence is a no-call/no-show and is a serious matter. **A no call/no show may be considered job abandonment and may be deemed an employee's voluntary resignation of employment.**

Payment of Wages

Paydays are every week-Wednesdays at 12 noon for the Office Support/ Temp division, Fashion and Convention. A valid photo ID may be required to pick up your check. A written authorization is required when picking up a check for an employee.

Hospitality employees are paid on Fridays and may receive their checks via direct deposit or mail. This divisions checks are NOT available for pick-up from our offices.

It is the company's policy that employee paychecks will only be given personally to that employee or mailed to his/her home address. Employees may be paid by check or through direct deposit of funds to either a savings or checking account at the financial institution of their choice.

In the event of a lost paycheck, Choice Temps Inc. must be notified in writing as soon as possible and before a replacement check can be issued. In the event the lost paycheck is recovered and the company identifies the endorsement as that of the employee, the employee must remit the amount of the replacement check to the company within 24 hours of the time it is demanded.

If an employee's marital status changes, if their address changes, or if the number of exemptions previously claimed increases or decreases, a new Form W-4 must be submitted to Choice Temps Inc.

Self-Serve System

All employees will have full access and abilities with the self-serve website listed below. The email address registered with Choice is what is associated with your account. You have the ability to view and reprint checks/direct deposit stubs, update your address, and look at your past assignments without having to call or e-mail us.

This is the link for the secured website <https://portal.pfd.snb.com>

You will need a "business key" to create an account. The key is **1807037**

Overtime Pay (nonexempt employees)

Nonexempt employees who exceed 40 hours of work time in a workweek will be paid time and one half.

Choice Sick Time Policies and Procedures

- There is a waiting period of 120 days before sick time can be utilized
- When utilizing sick time, there is a four-hour minimum for the amount of time you can use. For example, you are not permitted to take one hour of your sick time if you needed to leave early to make an appointment, you would have to use AT LEAST 4 hours of your earned sick time, as sick time must be taken in increments of 4hours.
- In the event of a FORESEEABLE appointment or medical commitment, you are required to provide Choice with 7 days advanced written/emailed notice (no phonecalls).
- In the event of an UNFORESEEABLE event, you are urged to follow Choice protocol, utilizing our 24hour emergency number, and notify us of your absence from your assignment.
- In the event, you are unable to report to work for 3 consecutive days due to illness, you are required to provide Choice with documentation from licensed health care provider.

Reviewed and updated January 15, 2019

SICK TIME IS NOT TO BE USED AS VACATION TIME!

An employer CANNOT pay an employee for unused sick leave at the end of the calendar year.

Employees CANNOT carry over sick leave if the employer gives employee up to 40 hours of sick leave on the first day of the new calendar year.

You may also visit the following website to obtain additional information pertaining to sick leave:
http://www.nyc.gov/html/dca/downloads/pdf/PaidSickLeaveLaw_DCAPresentation.pdf

Notice of Employee Rights

According to NYC Paid Sick Leave Law, certain employers must give their employees sick leave. Go to nyc.gov/PaidSickLeave to learn which employees are covered.

Employees can use leave for themselves or a family member.

- Mental or physical illness, injury, or health condition.
- Medical diagnosis, care, or treatment of above.
- Preventive medical care.

An employee earns 1 hour of sick leave for every 30 hours worked.

An employee can accrue up to 40 hours of sick leave per calendar year.

Employees can continue to accrue sick time while utilizing

For a NEW Employee, Accrued Sick Leave becomes available for use 120 days after first day of employment.

For additional information:

<http://www1.nyc.gov/site/dca/about/paid>

[-sick-leave-law.page](#)

Email: PaidSickLeave@dca.nyc.gov

Phone: Contact 311 (212-New-York)

NY Paid Family Leave

Choice Family Leave Policies and Procedures

- This law is effective as of January 1st 2018
- Employees with a regular schedule of 20 or more hours per week are eligible after 26 weeks of employment.
- Employees with a regular schedule of less than 20 hours per week are eligible after 175 days worked
- New York's Paid Family Leave is entirely employee-funded. That is, the benefit is paid for by employees. Employers may collect the cost of Paid Family Leave through payroll deductions. The maximum employee contribution in 2019 shall be 0.153% of an employee's weekly wage up to the annualized New York State Average Weekly Wage.

<https://www.ny.gov/new-york-state-paid-family-leave/paid-family-leave-information-employees>

FMLA (Family and Medical Leave Act)

FMLA is designed to help employees balance their work and family responsibilities by allowing them to take reasonable unpaid leave for certain family and medical reasons. It also seeks to accommodate the legitimate interests of employers and promote equal employment opportunity for men and women.

Employees are eligible for leave if they have worked for their employer at least 12 months, at least 1,250 hours over the past 12 months, and work at a location where the company employs 50 or more employees within 75 miles. Whether an employee has worked the minimum 1,250 hours of service is determined according to FLSA principles for determining compensable hours or work.

For additional information please visit:

<https://www.dol.gov/general/topic/benefits-leave/fmla>

Benefits

Medical Insurance

The company currently offers regular full-time employees regularly scheduled to work a minimum of 30 hours per week enrollment in medical insurance coverage options after they have been employed for 90 days.

Employees have up to 30 days from their date of hire to make medical plan elections. Once made, elections are fixed for the remainder of the plan year. Changes in family status, as defined in the Plan document, allow employees to make midyear changes in coverage consistent with the family status change. Please contact the Human Resource department to determine if a family status change qualifies under the Plan document and IRS regulations.

At the end of each calendar year during open enrollment, employees may change medical and dental elections for the following calendar year.

The Human Resource department is available to answer benefits plan questions and assist in enrollment as needed.

Same-Sex Marriages, Civil Unions and Domestic Partners

Company registration of a domestic partnership will be required for coverage under company benefits.

- An employee who wishes to register a domestic partnership must contact the Human Resource department for information and the registration form. Upon receipt of a properly completed form, the department will consider the partnership registered as of the date on the form's signature line.
- Children of domestic partners are eligible for benefits under the same conditions as are the children of employees' legal spouses.
- Enrollment of domestic partners and eligible dependent children is subject to the same rules as enrollment of other dependents.
- Domestic partners and their enrolled dependents receive the same or equivalent benefits as spouses, and their enrolled dependents receive group continuation health coverage through COBRA and/or individual conversion.
- An employee may terminate a domestic partnership by notifying Human Resources in writing of the termination of the domestic partnership within 30 days of its termination.

The tax consequences of a domestic partnership are the responsibility of the employee. The value of benefits provided to an employee's domestic partner (and to the domestic partner's eligible children, if any) is considered part of the employee's taxable income, unless the employee's domestic partner qualifies as a dependent under Section 152 of the Internal Revenue Code.

Questions regarding this policy should be directed to the Human Resource department.

Reviewed and updated January 15, 2019

Workers' Compensation Benefits

The company is covered under statutory state workers' compensation laws. Employees who sustain work-related injuries must immediately notify their department supervisor.

Transit

NYC's Commuter Benefits Law took effect on January 1, 2016. Under the law, for-profit and nonprofit employers with 20 or more full-time non-union employees in New York City must offer their full-time employees the opportunity to use pre-tax income to purchase qualified transportation fringe benefits. The law is based on the Internal Revenue Code that authorizes pre-tax commuter programs, which benefit employers and employees.

Does the law apply to employees working for a temporary help firm?

Yes. If the employee works an average of 30 hours or more per week for a minimum of four weeks, any portion of which was in New York City, the temporary help firm must offer the opportunity to use pre-tax income to purchase qualified transportation fringe benefits if the temporary help firm has 20 or more full-time employees. To determine the number of hours worked each week, employers must add the number of hours worked by the employee in the most recent four weeks at all placements.

Are commuter benefits programs beneficial for all employees?

Not necessarily. Using pre-tax income to pay for commuting will reduce monthly expenses for most employees. However, for some employees with lower incomes, in particular part-time and seasonal employees, the pre-tax transit benefit could reduce the amount of a tax refund, if employees are eligible for refundable tax credits like the Earned Income Tax Credit (EITC). DCA advises employees who may qualify for the EITC to consult a tax advisor or financial professional.

Are independent contractors covered by the law?

No. The law applies to full-time employees only.

Whether someone is an employee or independent contractor depends on several factors. These include how much supervision, direction, and control the employer has over the services being provided. Workers may meet the legal standard for classification as employees but may be misclassified as independent contractors by their employers. For example, just because an employer issues a 1099 tax form to a worker, has a worker sign a contract stating he or she is an independent contractor, or rents a workspace to a worker (such as a chair in a salon) does not mean the worker is actually an independent contractor. More information is available from the New York State Department of Labor at labor.ny.gov. Search "Independent Contractors."

Employee Handbook Acknowledgment and Receipt

I have received my copy of the Employee Handbook.

The employee handbook describes important information about Choice Temps Inc., and I understand that I should consult my manager or Human Resources regarding any questions not answered in the handbook. I have entered into my employment relationship with Choice Temps Inc. voluntarily and acknowledge that there is no specified length of employment. **Accordingly, either I or Choice Temps Inc. can terminate the relationship at will, with or without cause, at any time, so long as there is not violation of applicable federal or state law.**

I understand and agree that, other than the president of company, no manager, supervisor or representative of Choice Temps Inc. has any authority to enter into any agreement for employment other than at will; only the president of the company has the authority to make any such agreement and then only in writing signed by the president of Choice Temps Inc..

This handbook and the policies and procedures contained herein supersede any and all prior practices, oral or written representations, or statements regarding the terms and conditions of my employment with Choice Temps Inc. By distributing this handbook, the company expressly revokes any and all previous policies and procedures that are inconsistent with those contained herein.

I understand that, except for employment-at-will status, any and all policies and practices may be changed at any time by Choice Temps Inc., and the company reserves the right to change my hours, wages and working conditions at any time. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify or eliminate existing policies. Only the president of Choice Temps Inc. has the ability to adopt any revisions to the policies in this handbook.

I understand and agree that nothing in the Employee Handbook creates, or is intended to create, a promise or representation of continued employment and that employment at Choice Temps Inc. is employment at will, which may be terminated at the will of either Choice Temps Inc. or myself. Furthermore, I acknowledge that this handbook is neither a contract of employment nor a legal document. I understand and agree that employment and compensation may be terminated with or without cause and with or without notice at any time by Choice Temps Inc. or myself.

I have received the handbook, and I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it.

Employee's Signature

Employee E-mail (a copy will be sent to you for your records)

Employee's Name (Print)

Date

TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE

Choice's Safety Policy

Choice is committed to safety for all its employees. Your help is vital for your own protection and well-being. We need your help in developing safety rules that are specific to your industry in partnership with your work site. Please observe the following safety rules at all times:

1. **This is a Drug free Workplace. No alcohol or drugs will be used on the job at any time. New hires (depending on work site) and injured workers, where applicable, will be drug screened.**
2. **Report all job-related accidents immediately or as soon as practical to Choice Personnel, Inc.**
3. **Wear seat belts at all times in any vehicle while on companybusiness.**
4. **Keep your work area clean, neat, and free of clutter at all times.**
5. **Do not remove or bypass any guards on any machinery at anytime.**
6. **Ask your supervisor when you need additional equipment or instruction to get the job done safely.**
7. **Lift with your legs, not your back.**
8. **Ask for assistance with any load that may cause strain or may be beyond your capacity.**
9. **Advise your supervisor immediately of any hazardous conditions.**
10. **Follow all written and spoken safety rules.**

ACKNOWLEDGEMENT: I have read and understand these rules, and will obey them for my own benefit, as well as the benefit of my co-workers, the client, and Choice Personnel.

Employee Name (Please Print)

Employee Signature

Date

TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE

Employee Workers' Compensation Policy Acknowledgement

If you become injured on the job, you must abide by the following procedures in seeking medical attention and reporting your status. ALL ACCIDENTS/INJURIES/ILLNESSES MUST BE REPORTED TO YOUR SUPERVISOR IMMEDIATELY.

1. Your **Choice Temps, Inc. Rep.** will schedule the initial visit with the doctor or medical provider unless the incident has been deemed a medical emergency. If a medical emergency occurs, you will be taken to the nearest hospital (of your choice) or medical center via Management, co-worker, or emergency vehicle, if necessary.
2. **Your Choice Temps, Inc. Rep.** will be available to work with you and the workers' compensation insurance Case Manager in scheduling all follow-up treatments, procedures, etc. and communicate these appointments to you and your Choice supervisor. They will also coordinate your return to work as expeditiously as possible.
3. If you have to change or cancel any medical appointments, you must notify your Choice Personnel Rep. immediately and provide a reason. If this change or cancellation occurs during your return to work, your **Choice Temps, Inc. Rep.** will notify your worksite.
4. After you have received treatment from the **Care Provider**, all documentation **must** be provided to your Choice Personnel Rep. immediately.
5. You are required to contact your Choice Personnel Rep. once a week if you have a written doctor's note which keeps you off work for more than 1 week due to injury.
6. You must notify your Choice Personnel Rep. immediately of your availability to return to work. You must be prepared to return to work on the date the doctor releases you or on your next regularly scheduled shift. Failure to notify your Choice Personnel Rep. of your return to work status, or you fail to return to work on an agreed upon date can lead to disciplinary action up to and including termination from Choice Personnel.
7. If you are released by the doctor to a "light duty" job, you agree to perform the restricted job function as approved and outlined by your **Care Provider and your Choice Temps Rep**

ACKNOWLEDGEMENT: I understand that these **mandatory** procedures represent an effort on the part of my **Employer, Choice Temps, Inc.** to help me return to my job in the most effective way possible thereby minimizing my loss of earnings.

Employee Name (Please Print)

Employee Signature

Date

TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE

Reviewed and updated January 15, 2019

Choice Temps Inc.

501 5th Avenue Suite 1601
New York, NY 10017
Phone (212) 679-5900 Fax (212) 213-0984

Affirmative Consent

This notice is to inform you that Choice Temps, Choice Fashion and Media, Choice Convention, Choice Interpreters, and Choice Hospitality utilize electronic communications in order to communicate important information that includes but is not limited to:

- Any changes in office hours
- Changes regarding payroll
- Requests for timesheets
- Information regarding eligibility for our company insurance plans
- Information regarding potential assignments, interviews, etc
- Testing materials

By signing this document, you are agreeing to receive information via email to the email you provide us and agree to notify us of any change in your contact information. You may opt out of this method any time at no cost to you and receive information via mail.

If you have any questions or concerns regarding this policy, please contact us at choice-orders@choiceco.com.

Printed Name

Signature

Date

TO BE PLACED IN EMPLOYEES PERSONNEL FILE



Choice Temps Inc.

501 5th Avenue Suite 1601
New York, NY 10017
Phone (212) 679-5900 Fax (212) 213-0984

Sexual Harassment Policy

Choice Temps Inc and all subsidiaries prohibit employee discrimination of any kind, including sexual harassment by employees, managers, vendors and customers.

Sexual Harassment is defined as any harassment based on a person's sex, such as unwelcome sexual advances, requests for sexual favors, and other verbal or physical harassment of a sexual nature, including offensive remarks about a person's gender. Both males and females can be victims of sexual harassment.

Prohibited behavior includes any behavior that creates an offensive work environment (Hostile Environment) or that results in an adverse employment decision such as the victim being fired or demoted (Quid pro Quo). Some examples include:

- A manager threatening a bad performance review if an employee doesn't go on a date with her
- An employee reporting that her co-worker suggestively brushed up against him/her while he/she was working
- A customer answering the door naked asking the serviceman to come upstairs
- Employees objecting to a transsexual using their shared restroom/locker area
- An employee ridiculed by his manager in the restroom in front of his peers

Individuals violating this policy will be subject to discipline, up to and including termination.

Employees, regardless of their gender, are required to report suspected sexual harassment directly to their supervisor, the HR manager or the owner of the company immediately in person, via phone call or mail.

Complaints of harassment will be documented and investigated as soon as possible, and a resolution provided to the victim in writing within 60 days. Insofar as possible, complaints will be maintained as confidential to prevent retaliation while the complaint is being researched and/or resolved.

In addition, Choice prohibits retaliation of any kind against an individual claiming harassment.

I have read, understood and agree to abide by this policy.

Print: _____ Sign: _____ Date: _____

A copy of this policy is to be provided to the employee. Signed original to be maintained in the personnel file.