



# GROVE ROOFING

— SINCE 1870 —

## EMPLOYEE HANDBOOK

It is with great pleasure that we welcome you to Grove Roofing Services.

As an organization, we have worked hard to build a solid reputation based on quality work and honest dealings with our customers. We have outlined three core values we believe clearly define our culture and embody the reputation we wish to be judged by. By nature of our employment offer we believe you exemplify these principles. We hope you will use them to guide your decisions and actions and help promote them further throughout the company:

- Taking pride in what we do
- Making safety our first and most important priority
- Respecting others while earning their respect by doing your job well

Like any great team, we are comprised of different people from different backgrounds fulfilling different roles. These differences have made us stronger and our strength has made us one of the best roofing contractors in the region.

The messages that are part of this employee manual are also part of our winning formula. One important message embodied in this handbook is that to succeed, we must respect the laws, regulations, and policies that govern our personal actions, our industry, and Grove Roofing Services.

This employee handbook contains many of Grove Roofing Services internal policies. It is impossible for us to have a policy to address every conceivable issue that may occur at work. If an issue is not addressed in this handbook, please bring this issue to the attention of the office or management. We want to help.

Regards,  
**GROVE ROOFING SERVICES, INC.**

*John Embow*

President

## **ABOUT THIS HANDBOOK**

The policies in this handbook are to be considered guidelines. As our business atmosphere and economic conditions are always changing, the contents of this handbook may be changed at any time. Grove Roofing Services [GRS] at its option, may change, amend, delete, suspend or discontinue any part or parts of the policies in this handbook at any time without prior notice. Any such action shall apply to existing as well as future employees with continued employment being the consideration between the employer and employee for such changes, amendments, or deletions. This handbook contains the policies and practices in effect at the time of publication.

The provisions of this Employee Handbook are not intended to create contractual obligations with respect to any matters it covers. Nor is this Employee Handbook intended to create a contract guaranteeing that you will be employed for any specific time period.

In the event that a provision in this handbook is in conflict with a federal, state or local law or regulation, the appropriate law or regulation will prevail, and the provision in this handbook shall be deemed amended to the extent necessary to comply with such law or regulation.

***In addition, in the event that a policy in this handbook is in conflict with an active Collective Bargaining agreement, provisions in such agreement will prevail.***

Employees are responsible to read, understand and adhere to all policies contained in this handbook and all updates or revisions as distributed.

Unless otherwise contracted, through a Collective Bargaining Agreement (CBA), Grove Roofing Services follows the practice of “employment-at-will.” This handbook is not a contract and is not to be construed to form a contract or a warranty of benefits. This handbook merely describes the Company’s general philosophy concerning policies and procedures. Your employment with GRS is voluntarily entered into and you are free to resign at any time. Similarly, GRS is free to conclude its employment relationship with you at any time, with or without notice, with or without cause, or for no reason at all.

Written or oral statements made to employees are not to be interpreted in any way that alters the at-will relationship. Although we hope that our relationship shall be long and mutually beneficial, it should be recognized that no employee has a contractual right, express or implied, to remain an employee of GRS, Our relationship is, and will always be, one of voluntary employment-at-will.

## **EQUAL OPPORTUNITY POLICY**

Grove Roofing Services is an equal opportunity employer. We affirm the right of all employees to work in an environment free from harassment and discrimination on the part of supervisors, co-workers, vendors or customers. This includes unlawful discrimination because of a person's sex (including pregnancy, childbirth or related medical conditions, gender identity/expression and transgender status), sexual orientation, , age, ancestry, race, creed, color, national origin, religion, military status, political beliefs or activity, disability, victim of domestic violence, marital and parental status, genetic predisposition or carrier status, any other status protected by law.

GRS's objective is to ensure that individuals are treated in a fair and non-discriminatory manner throughout the employment process. It is unlawful to violate any federal, state or local law or regulation dealing with equal employment opportunity. Associates are also prohibited from harassing and/or retaliating against individuals who make equal employment opportunity complaints.

It is important that this be reported so that GRS can act to stop such conduct at the earliest possible time. Reporting to GRS is critical, however, because if GRS does not know about the conduct, it cannot act. Complaints and inquiries under this Policy will be kept confidential to the greatest extent practicable, consistent with GRS's need to conduct an adequate investigation so that it can take prompt and appropriate action.

Equal employment opportunity laws and regulations are extremely complex, and this Policy cannot deal with every specific issue that may arise. Therefore, you should always exercise good judgment in your dealings with fellow employees, vendors or customers. You should contact Management if you any questions regarding these policies.

## **EMPLOYMENT CLASSIFICATIONS**

All employees are classified as either "exempt" or non-exempt". This distinction is mandated and necessary by law. **Non-exempt** employees work on an hourly basis and are entitled to one and one-half (1½) times their regular base rate of pay when they work in excess of forty (40) hours in a regular workweek. Non-exempt employees governed by a CBA should refer to their contract for additional guidelines about their status.

Exempt employees include staff whose duties and responsibilities allow them to be "exempt" from overtime pay provisions as provided by the Federal Fair Labor Standards Act (FLSA) and any applicable state laws. If you are an exempt employee, you will be advised that you are in this classification at the time you are hired, transferred, promoted. Exempt employees are paid on a salary basis that is not subject to fluctuation based on hours worked.

## **PROHIBITED HARASSMENT**

GRS prohibits harassment of one employee by another employee, supervisor or third party for any reason including, but not limited to: veteran status, race, creed, color, national origin, sexual orientation, sex, age, disability, genetic predisposition or carrier status, marital status, domestic violence victim status and any other status protected by law. Harassment of third parties by our employees is also prohibited.

The purpose of this policy is not to regulate the personal morality of employees. It is to assure that in the workplace, no employee harasses another for any reason. Any harassment based on protected status is illegal and will not be tolerated at GRS.

GRS' policy applies to all employees, applicants for employment, interns, whether paid or unpaid, contractors and persons conducting business, regardless of immigration status, GRS. In the remainder of this document, the term "employees" refers to this collective group.

Harassment is not limited to the physical workplace itself. It can occur while employees are at employer sponsored events or work sites. Calls, texts, emails and social media usage by employees may constitute unlawful workplace harassment even if they occur away from the workplace premises, on personal devices or during non-work hours.

While it is not easy to define precisely what harassment is, it includes any conduct that subjects someone to inferior treatment—beyond "petty slights and trivial inconveniences"—on the basis of age, race, sex, religion and other specified categories. Such conduct includes but is not limited to:

- Verbal harassment such as epithets (nicknames and slang terms), derogatory comments or slurs, threats, unwelcome jokes and teasing;
- Physical harassment, such as assault, impeding or blocking movement, or any physical interference with normal work or movement when directed at an individual;
- Visual forms of harassment, such as derogatory posters, cartoons or drawings;
- Any other conduct that may create an offensive work environment.

### ***Sexual Harassment***

Sexual harassment is a form of sex discrimination and is unlawful under federal, state and (where applicable) local laws. Sexual harassment includes harassment on the basis of gender, sexual orientation, self-identified or perceived sex, gender expression, gender identity and the status of being transgender. While it is not easy to define precisely what sexual harassment is, it includes but is not limited to:

- Repeated and/or unwelcome sexual advances, flirtations, propositions or requests for sexual favors;

- Verbal or graphic conduct of a sexual nature including but not limited to: sexually-related drawings, pictures, objects, jokes, teasing, or descriptions, or other sexually-related comments;
- Physical conduct of a sexual nature including but not limited to: uninvited touching, leering, whistling or obscene gestures.
- Verbal or physical conduct of a sexual nature in which the employee's submission to, or rejection of this conduct is used as the basis for employment decisions, or unreasonably interferes with the employee's work performance by creating a hostile work environment;
- Any other sexual conduct that may create an offensive work environment.

### ***Reporting Harassment or Sexual Harassment***

**Preventing sexual harassment is everyone's responsibility.** GRS cannot prevent or remedy sexual harassment unless it knows about it. Any employee who has been subjected to behavior that may constitute sexual harassment is encouraged to report such behavior to any member of the Management team which includes: VP of Client Services; Chief Estimator, Rochester Branch Manager, or Service Manager. If the employee does not feel comfortable reporting to this person, or they are a part of the harassing or they have not gotten back to the employee within five (5) days, the employee should then report the incident to the President, VP of Operations, Secretary or VP of Accounting. Anyone who witnesses or becomes aware of potential instances of sexual harassment should report such behavior as well.

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 who believe they have been a target of sexual harassment may also seek assistance in other available forums, as explained below in the section on Legal Protections. Any employee who feels that (s)he is being harassed should immediately report the facts of the incident(s) and the name(s) of the persons involved

### ***Investigations***

GRS will investigate all claims promptly and thoroughly, will be confidential to the extent possible and will take appropriate corrective action. Any employee, supervisor or agent of GRS who has been found to have harassed or sexually harassed another employee or a third party may be subject to appropriate disciplinary action, up to and including immediate termination of employment, and may be subject to personal legal and financial liability.

### ***Retaliation***

Unlawful retaliation can be any action that could discourage 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 (e.g., threats of physical violence outside of work hours).

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

- Made a complaint of sexual harassment, 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;
- Reported that another employee has been sexually harassed; or
- Encouraged a fellow employee to report harassment.

Even if the alleged harassment does not turn out to rise to the level of a violation of law, the individual is protected from retaliation if the person had a good faith belief that the practices were unlawful.

Finally, a false accusation of harassment or sexual harassment can, in and of itself, have a serious adverse effect on those who are wrongly accused. Therefore, all employees are expected to act responsibly in helping GRS maintain a workplace that is free from harassment and sexual harassment. Retaliation provision is not intended to protect persons making intentionally false charges of harassment.

### ***Legal Protections and External Remedies***

#### **State Human Rights Law (HRL)**

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

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 sexual harassment. An individual may not file with DHR if they have already filed a HRL complaint in state court.

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

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

NYS DHR has established a Harassment hotline 1 800 HARASS3 or 1800-427-2773.

Contact DHR at (888) 392-3644 or visit [dhr.ny.gov/complaint](http://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.

### **Civil Rights Act of 1964**

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

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

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

### **Contact the Local Police Department**

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

## **CONFLICT MANAGEMENT**

We at GRS expect our employees to treat each other with respect. We realize that matters will arise about which reasonable people may disagree. When disagreements occur between peers, or if you have a complaint about another staff member, our policy provides a procedure for resolution. Please use the following steps to resolve any concerns you have with your co-workers.

- Talk to your coworker with whom you are having the difficulty and attempt to resolve the problem.
- If the problem reoccurs, document your concern & talk to them again. If step one does not work, or if you are uncomfortable about approaching the person, write your concerns down, and either go back and talk to them again or go to Management.
- If you and your coworker can't come to an agreement, and both of you work on the same crew, bring the documentation to your supervisor. Otherwise, bring it to Management and they will attempt to resolve the issue.

Non-work-related issues should normally be resolved outside the workplace.

## **BENEFITS & COMPENSATION**

### ***Pay Period and Timesheets***

Most employees are paid weekly each Friday. New employees should be advised by their managers when they can expect to receive their first payroll check.

### ***Mandatory Deductions and Pay Errors***

GRS is required by law to make certain deductions from your paycheck each time one is prepared including your federal, state and local income taxes and your contribution to Social Security as required by law. These deductions will be itemized on your check stub. The amount of the deductions may depend on your earnings and on the information you furnish on your W 4 form regarding the number of dependents/exemptions you claim. Any change in name, address, telephone number, marital status or number of exemptions must be reported to management immediately, to ensure proper credit for tax purposes. The W-2 form you receive for each year indicates precisely how much of your earnings were deducted for these purposes.

If you believe that an improper deduction has been made to your salary, you should immediately report this information to your supervisor. If it is determined that an improper deduction has occurred, you will be promptly reimbursed for any improper deduction made and GRS will make a good faith commitment to comply in the future.

### ***Overtime***

Unless otherwise negotiated through the CBA, overtime occurs when an employee works more than forty (40) hours in a workweek. Employees who are eligible for overtime under the Fair Labor Standards Act and/or the New York State Labor Law will be paid one and one-half (1½) times their regular rate for time worked in excess of forty (40) hours, i.e., their normal full time workweek. If it is necessary for you to work overtime, you are expected to make reasonable efforts to cooperate as a condition of your continued employment. All overtime hours must be approved in advance by management. If overtime hours are not approved in advance by management, you will still be paid for the overtime worked, but may be subject to discipline.

### ***Workers' Compensation***

On-the-job injuries are covered by our Workers' Compensation insurance policy. This insurance is provided at no cost to you. If you are injured on the job, no matter how slightly, report the



incident immediately to your supervisor. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim. We ask for your assistance in alerting management to any condition that could lead to or contribute to an employee accident.

GRS will abide with all requirements set forth by the state's Workers' Compensation law and other applicable laws or regulations. We will not take any adverse action against an employee in retaliation for filing a Workers' Compensation claim.

The amount of benefits payable to you and the duration of payment depend upon the nature of your injury or illness. You will be taken to a nearby urgent care center or hospital if you cannot be treated on company premises.

## **HEALTH BENEFITS**

Once employees have met the appropriate eligibility requirements, they may be eligible to participate in the plans described below.

This is merely a summary. More detailed information about each plan can be found in the plan documents maintained with The Controller and the summary plan descriptions (SPDs). SPDs are the official documents regarding employee benefit plans and supersede all references to employee benefits in this manual.

## **LEAVE POLICIES**

### ***Vacation***

Full-time non-union employees (30 hours or more per week) are eligible to earn and use paid vacation time pursuant to this policy. The amount of paid vacation available to each employee is based on the anniversary date of the employee's start of the employee's full-time salaried position, as follows:

1-2 years:	6 days
3-5 years:	8 days
6-10 years:	11 days
11-15 years:	13 days
16-20 years:	16 days
20+ years	18 days

- Full-time hourly positions are eligible to earn and use (6) days of paid vacation per calendar year.
- The number of vacation days available to an employee in a specific calendar year is based on the anniversary that occurs in that calendar year. If an employee's anniversary date falls mid-year, the number of days available will be prorated in the calendar year. For example, an employee with an anniversary date of July 1, will be entitled to use 7 days of vacation in the calendar year of his second anniversary.
- All vacation requests are subject to Supervisor approval. Please schedule vacation as far

in advance as possible to accommodate staffing needs.

- Vacation may only be taken in half day or full day increments.
- The amount of vacation available to an employee will be provided in an email from the Controller to each employee at the beginning of each calendar year.
- Vacation pay will be calculated based on the employee's straight-time regular rate of pay times the number of hours the employee normally works in a workday. Vacation hours are not included as hours worked for purposes of calculating overtime.
- Any unexcused full day absences from work will be charged against an employee's vacation time. In the event such absences occur after vacation time has been exhausted for the calendar year, such days will be unpaid.
- Employees are encouraged to use their vacation time. Employees are not permitted to roll over unused vacation time from one calendar year to the next. An employee will not be paid for any accrued but unused vacation time at the end of the calendar year or upon termination of employment for any reason.

### ***Holidays***

GRS will be closed on the following holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

If the holiday falls on a Saturday, the Friday before the holiday will substitute. If the holiday falls on a Sunday, the following Monday will substitute unless otherwise notified.

GRS will grant paid holiday time off to eligible full-time employees\*. Holiday pay will be calculated based on the employee's straight-time pay rate times the number of hours the employee would otherwise have worked on that day. Holidays are not counted in overtime calculations.

\*Covered employees should refer to the current CBA agreement regarding Holidays.

### ***Disability Leave***

Employees may be eligible for NY State short-term disability leave of absence. Disability leave due to non-occupational illness, injury or pregnancy related disability is not to exceed 26 weeks, with benefits calculated as a percentage of salary, up to a maximum stated by law.

Employees must provide written notice of disability, including a doctor's certificate stating the nature of the disability and the expected date of return to work.

When you are able to return to work, give at least one week's notice. Include a doctor's certificate stating that you are medically able to return to your normal duties.

We will make every effort to return you to the same or similar position you held prior to the disability leave, subject to our staffing and business requirements. Your continued absence from work beyond your disability (as determined by your physician) will be deemed a voluntary termination of your employment.

### ***Bereavement Leave***

Eligible employees are defined as full-time, regularly scheduled to work 30 hours or more per week.

Employees are eligible for up to three paid (3) workdays of bereavement leave in the event of a death in the immediate family, defined as a parent, spouse, child, sibling, grandparent, grandchild whether related by blood, marriage or adoption (including foster and step-relatives). This policy also covers domestic partners in a financially and emotionally committed relationship and the domestic partner's relative's equivalent to the relatives listed above. Bereavement Leave is not counted in overtime calculations.

### ***Nursing Mother's Break Time***

Employees will be given break time to express milk during the three (3) years following the birth of a child. Employees will be allowed to express milk in the workplace and GRS will provide private space for women to express milk. For nonexempt employees, time taken to express milk may be unpaid and not counted in overtime calculations, unless taken during a paid break period.

### ***Jury Duty***

It is your civic duty as a citizen to report for jury duty whenever called. Employees called for jury or witness duty will receive \$40 for the first three days of jury service. You must notify your supervisor within forty-eight (48) hours of receipt of the jury summons and bring in a copy of your summons in order to be compensated. Employees will only be paid the above amount for jury service if the service falls on one of their regularly scheduled work days. On any day or half-day you are not required to serve, you will be expected to return to work. If your job is considered essential, your supervisor reserves the right to request the court to have you excused.

Employees are also given the necessary time off without pay to attend or participate in a court proceeding as a witness, in accordance with state law. Notify your supervisor of the need for witness leave as soon as possible. Time served on Jury Duty is not counted in overtime calculations.

### ***Blood Donation Leave***

Employees who work an average of at least 20 hours per week will be given up to three (3) hours of leave in any 12-month period for donating blood. Employees must provide advance notice of their leave for donating blood to their supervisor. For nonexempt employees, time taken may be unpaid and not counted in overtime calculations.

### ***Voting Leave***

GRS believes that every employee should have the opportunity to vote in any state or federal election, general primary or special primary. Any employee whose work schedule does not provide him/her four (4) consecutive hours to vote while polls are open will be granted up to two (2) paid hours off in order to vote. Voting leave shall be taken at the beginning or end of your shift unless otherwise mutually agreed upon by the employee and GRS. Any additional time off will be without pay. Hours utilized as Voting Leave are not counted in overtime calculations.

Exempt employees may be provided additional time off with pay when necessary to comply with state and federal wage and hour laws.

Notify your supervisor of the need for voting leave two (2) to ten (10) days before the election. When you return from voting leave, you must present a voter's receipt to your supervisor as soon as possible.

### ***Family & Medical Leave Act (FMLA)***

Eligible employees may be granted up to a total of 12 workweeks of unpaid leave during any 12-month period for one or more of the following reasons:

- the birth and care of the employee's newborn child
- placement with the employee of a son or daughter for adoption or foster care
- the care of a spouse, son, daughter, or parent with a serious health condition
- medical leave when the employee is unable to work because of a serious health condition
- qualifying exigencies arising from a spouse's, son's, daughter's, or parent's active duty or call to active duty as a member of the National Guard or Reserves in support of a contingency operation

Other provisions of the Family and Medical Leave Act, are found on the FMLA Fact Sheet at the end of this handbook.

### ***Medical Leave***

Leaves of absence due to an employee's serious illness or injury (work or non-work related), or pregnancy shall be granted upon submission to the Controller, of a written medical leave request and a medical certificate completed by the employee's health care provider that states the nature of the disability, certifies that the employee is prevented from performing the essential duties of his/her position and sets forth the expected date of return. Medical leaves of absence shall not exceed twelve (12) weeks, and will run concurrently with Family and Medical Leave Act ("FMLA") leave to the extent possible, but may be extended under the extended medical leave policy.

An employee's request for such a leave shall come at the time of the disability, but no later than fifteen (15) calendar days from the onset of the disability.

If an employee fails to file a medical certification in a timely manner, or if the employee fails to return to work on the date designated by his/her doctor and has failed to file for an extension, such employee may be considered to have voluntarily resigned from employment.

At any time Grove Roofing Services, Inc. has reasonable cause to believe that an employee's illness or disability impairs such employee's ability to perform the essential functions of his/her position or that such employee has sufficiently recovered to enable him/her to resume the essential functions of his/her position with or without a reasonable accommodation, the Company may require a written statement from such employee's physician and/or a medical examination by a physician selected by the Company.

### ***Return to Work***

An employee is required to submit a medical certificate certifying that the employee is able to perform the essential functions of his/her job, with or without reasonable accommodation, prior to his/her return to work.

### ***Pay During Leave***

Medical leaves with the exception of NYS Paid Family Leave, are unpaid except to the extent an employee is eligible to receive Workers' Compensation benefits or short-term disability benefits.

### ***Job Reinstatement***

To the extent the leave is an FMLA-covered leave, reinstatement will be governed by the FMLA. In all other cases, Grove Roofing Services, Inc. will make all reasonable efforts to return you to the same or similar position you held prior to the medical leave subject to our staffing and business needs. Your continued absence beyond your approved medical leave will be deemed a voluntary resignation from employment, unless extended as set forth below.

### ***Extended Medical Leave***

An extended leave of absence due to illness or injury (work or non-work related), or pregnancy shall be granted upon application in writing and presentation to the Controller, a doctor's certificate which states that the employee is prevented from performing the essential duties of his/her position with or without reasonable accommodation. Such leaves of absence (combined medical and extended medical leave) shall not exceed nine (9) months in one year or twelve (12) months over a two-year period. In exceptional circumstances, an additional leave of absence may be granted as a form of reasonable accommodation under Federal or State law. Any employee who does not return to work from an authorized extended medical leave within such period will be terminated, absent applicability of such reasonable accommodation.

An employee who requests an extended medical leave of absence shall, at the time of such request, submit a medical statement from his/her doctor stating the medical reason(s) for the requested extension of leave, the date on which the leave will begin, and the date, if known, on which (s)he would be able to return to work.

If the date on which the employee is to return has not been provided to the employer at the time of the request for extended leave, the employee shall have the obligation to request, in writing, a further extension of such leave sixty (60) calendar days following the start of the leave. The request for such extension shall include a statement from the employee's doctor attesting to the necessity for such extension, together with the date, if known, when the employee will be able to return to work. For each succeeding sixty (60) calendar day period, the employee shall have the same obligation to request, in writing, additional extensions of the leave of absence supported by medical documentation.

An employee is required to submit a medical certificate certifying that the employee is able to perform the essential functions of his/her job, with or without reasonable accommodation prior to his/her return to work.

If an employee fails to file for an extension of the leave of absence, or fails to return to work on the date designated by his/her doctor or within the maximum time allowed, as may be adjusted to provide reasonable accommodation, such employee may be considered to have voluntarily resigned from employment.

### ***NYS Paid Family Leave***

Effective January 1, 2018, in accordance with New York's Paid Family Leave Benefits Law (PFLBL), eligible employees are entitled to a leave of absence to care for a family member with a serious health condition, to bond with a new child or to assist with obligations that arise when a spouse, domestic partner, child or parent is called into active military service. Employees are also eligible to receive partial wage replacement benefits during the leave through a state-mandated paid family leave benefits program. Full information may be found on the NYS PFL fact sheet at the end of this handbook or through the Controller's office.

### ***NYS Paid Sick and Safe Leave***

#### ***Full Time Employees – Salary/ Non-Union***

In accordance with New York Law, the Company will provide full time non-union employees with up to the maximum prescribed hours of paid sick leave per calendar year, based on employee count from the previous year. Part-time non-union employees will be eligible for a prorated benefit. Although the new law permits employers to require employees to earn and accrue the leave at the rate of 1 hour per every 30 hours worked, the Company has opted to make the entire allotment available on January 1, 2021. Unused sick leave carries over to the following year; however, Employees may only use up to the maximum prescribed hours of paid sick leave during any calendar year. (The law's carryover feature is designed to benefit employees whose employers utilize the accrual method). Unused sick leave will not be paid out at the time of separation from employment, regardless of the reason for such separation.

Covered reasons for taking paid sick leave under the new law include:

1. For mental or physical illness, injury or health condition, regardless of whether it has been diagnosed or required medical care at the time of the request for leave for the employee or the employee's family member for whom they are providing care or assistance with care;
2. The need for diagnosis, care, or treatment of a mental or physical illness or preventative care of the employee or the employee's family member for whom they are providing care or assistance with care; or
3. Certain needs related to the employee or the employee's family member being the victim of domestic violence, sexual offenses, stalking, or human trafficking, including obtaining services from a domestic violence shelter, rape crisis center, or other service's program; participating in safety planning; temporarily or permanently relocating; meeting an attorney or participating in legal proceedings; enrolling children in a new school; or taking other actions to increase the safety of the Employee or Employee's family members.

For purposes of paid sick leave, a family member includes an employee's child (including foster child, legal ward, or equivalent legal relationship), spouse, domestic partner, parent (including a step or foster parent, legal guardian, or equivalent legal relationship), sibling, grandchild, grandparent, and the child or parent of an Employee's spouse or domestic partner.

Paid sick leave may be used in full day increments or in minimum daily increments of not less than two (2) hours.

Safe leave may be used for an absence from work when the employee or employee's family member has been the victim of domestic violence as defined by the State Human Rights Law, a family offense, sexual offense, stalking, or human trafficking due to any of the following as it relates to the domestic violence, family offense, sexual offense, stalking, or human trafficking:

- to obtain services from a domestic violence shelter, rape crisis center, or other services program;
- to participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the employee or employee's family members;
- to meet with an attorney or other social services provider to obtain information and advice on, and prepare for or participate in any criminal or civil proceeding;
- to file a complaint or domestic incident report with law enforcement;
- to meet with a district attorney's office;
- to enroll children in a new school; or
- to take any other actions necessary to ensure the health or safety of the employee or the employee's family member or to protect those who associate or work with the employee.

### ***Union Employees***

Unless addressed as a comparable benefit in an Employee's Collective Bargaining Agreement, the Company will provide union employees with up to the maximum prescribed hours of paid sick leave per calendar year in accordance with New York Law, based on employee count from the previous year. Employees earn and accrue the leave at the rate of 1 hour per every 30 hours worked. Unused sick leave carries over to the following year; however, Employees may only use up to the maximum prescribed hours of paid sick leave during any calendar year (which is based on company size). Unused sick leave will not be paid out at the time of separation from employment, regardless of the reason for such separation.

Covered reasons for taking paid sick leave under the new law include:

1. For mental or physical illness, injury or health condition, regardless of whether it has been diagnosed or required medical care at the time of the request for leave for the employee or the employee's family member for whom they are providing care or assistance with care;
2. The need for diagnosis, care, or treatment of a mental or physical illness or preventative care of the employee or the employee's family member for whom they are providing care or assistance with care; or

3. Certain needs related to the employee or the employee's family member being the victim of domestic violence, sexual offenses, stalking, or human trafficking, including obtaining services from a domestic violence shelter, rape crisis center, or other service's program; participating in safety planning; temporarily or permanently relocating; meeting an attorney or participating in legal proceedings; enrolling children in a new school; or taking other actions to increase the safety of the Employee or Employee's family members.

For purposes of paid sick leave, a family member includes an employee's child (including foster child, legal ward, or equivalent legal relationship), spouse, domestic partner, parent (including a step or foster parent, legal guardian, or equivalent legal relationship), sibling, grandchild, grandparent, and the child or parent of an employee's spouse or domestic partner.

Paid sick leave may be used in half or full day increments (4 or 8 hours) only. Paid sick leave encompasses wages only; any accompanying benefits or related accruals are excluded. Sick leave hours do not constitute hours worked for purposes of calculating overtime or the accrual of any other benefits.

Proper and prior notice to the Company of an employee's intention to use paid sick leave is required as follows: the employee shall (i) send a text (or email) to [office@groverroofing.com](mailto:office@groverroofing.com) with name & date of requested leave, and, (ii) provide verbal notice by phone or in person to both the office and your field supervisor. In the event prior notice is not feasible (such as in emergency situations), notice must be given as soon as possible and, in the manner, described above. Failure to follow these notice procedures may result in denial of an employee's request for paid sick leave.

An employee shall provide to the Company written documentation from the employee's medical provider when sick leave lasts three or more consecutive previously scheduled workdays or shifts.

### ***Light Duty Policy***

Grove Roofing Services provides a light duty program for all employees who sustain a workplace injury or illness to facilitate an affected employee's return to productive employment for the benefit of both the employee and GRS.

### ***Definitions***

- **Injured Worker:** An employee who initiates a Workers' Compensation claim pursuant to the New York State Workers' Compensation Law and Grove Roofing's injury reporting requirements.
- **Temporary Modified/Restricted Duty:** A work capacity given to an injured worker by his/her treating physician stating that the employee is not capable of performing his/her regular job duties but is capable of working in a modified or restricted capacity.
- **Regular Duty:** A work capacity given to an injured worker by his/her treating physician stating that the injured worker is capable of returning to work without restrictions or modifications to his/her normal job classification.



### *Policy Statement*

GRS will provide a modified or light duty assignment, as available, to an employee with an approved Workers' Compensation claim, once (s)he has been released to temporary modified/restricted duty by a licensed medical professional. Placement into a light duty position is on a temporary basis and should never become permanent. Light duty is not guaranteed and may be modified, or ended, at any time, even if the employee's physician has not released him/her to regular duty. An employee who is working a light duty assignment will be held to the same standards of accountability for performance and conduct standards as an employee on regular duty. An employee working on a light duty assignment is to abide by the restrictions imposed by his/her treating physician and should not exceed those restrictions until released by the doctor. It is also the employee's responsibility to immediately inform his/her supervisor and the Workers' Compensation Administrator of any changes made to his/her work capacity while working a light duty assignment.

If a light duty assignment is offered by GRS, an employee's refusal to accept the offer of light duty may affect the employee's right to Workers' Compensation benefits and will be determined by the third-party Workers' Compensation Administrator.

### *Procedure*

- An employee who initiates a Workers' Compensation claim will be notified of the general availability of light duty work at that time.
- If GRS becomes aware that an injured employee has been released by his/her treating physician to work in a modified or restricted capacity, GRS will notify the employee whether a light duty assignment consistent with the modifications/restrictions exists, and provide detailed information about the assignment. In this regard, an injured employee should immediately notify his/her supervisor and the Workers' Compensation Administrator once his/her treating physician has released him/her to any type of modified or restricted work in order to facilitate this process.
- The employee must provide GRS and the Workers' Compensation Administrator with a signed, written copy of the medical note issued by his/her treating physician setting forth the modifications/restrictions given to him/her by the treating physician prior to his/her return to work in a light duty assignment.
- If a light duty assignment consistent with the modifications/restrictions exists, the employee will be expected to return to work as soon as the next scheduled business day.
- If no light duty assignment is available, the employee will not be returned to work at that time. Should a light duty assignment become available prior to a change in the employee's work capacity, the employee will be notified by either his/her supervisor or the Workers' Compensation Administrator, and (s)he would be expected to return to work as soon as the next business day.

Employees are required to cooperate with GRS and the Workers' Compensation Administrator to facilitate this proactive return-to-work and rehabilitation effort.

Under no circumstance should an employee work outside his/her prescribed restrictions until any such restrictions are lifted in a medical note issued by his/her treating physician. Supervisors

should monitor the tasks being completed by an employee working in a temporary modified/restricted duty assignment to ensure that the employee is working within his/her prescribed restrictions.

An injured employee who has not been released to temporary modified/restricted duty by a physician will not be allowed to return to work a light duty assignment.

Neither this Policy nor acceptance of a light duty assignment affect an eligible employee's rights and entitlements under the Family and Medical Leave Act ("FMLA").

This Policy does not supersede or otherwise impact the rights or obligations of GRS or employees under the Americans with Disabilities Act ("ADA") or the New York State Human Rights Law ("NYSHRL").

## **ADMINISTRATIVE POLICIES**

### ***Personnel Files***

GRS is required by law to maintain and retain certain personal information about each employee. Since personnel files contain information of a personal and private nature, these files are kept secure at all times and have limited access. All personnel files are the property of GRS. Files may not be removed from the main office and no content from the files may be copied or memorialized in any way.

We also need to maintain up-to-date information about you so we are able to remain in compliance with all federal and state laws and aid you and/or your family in matters of personal emergency. Changes in name, address, marital status and number of dependents should be provided to GRS promptly. GRS will not be responsible for any errors that may result from failure of any employee to update personal information.

### ***Meal Periods and Breaks***

Employees who work more than six (6) hours in a workday are entitled to a 30-minute (unpaid?) meal break.

You are expected to take your full allotted time for lunch. You are requested not to perform any work during your regularly scheduled lunch period, unless specifically requested to do so by your manager. In that event, your lunch will be rescheduled or you will be paid for the time that you worked.

### ***Attendance and Punctuality***

Due to the nature of the work, poor attendance can severely affect the progress of the job and the workload of your coworkers. Employees are expected to be at work at their assigned time of arrival, ready to work. It is the employee's responsibility to inform his/her supervisor before the start of the workday if unable to report to work.

Personal issues requiring time away from your work, such as doctor appointments should be scheduled during non-working hours if possible. If it is not possible to arrange personal business at a time outside of work hours, talk with your supervisor to find out the procedures and requirement which must be followed in order to ask for permission to take time off from work.

Employees are expected to arrive to work on time and not engage in a pattern of excessive absenteeism. If you are unable to work as normally scheduled for any reason it is your responsibility to call the office. Any persons who do not show up and do not call will automatically be suspended without pay from the following work day. Continued tardiness and lack of attendance will be may lead to additional disciplinary action, up to and including termination of employment.

If you are absent for two (2) days without notifying GRS, it is assumed you have voluntarily abandoned your position, and you will be removed from the payroll.

### ***Confidential Information & Company Property***

During your employment at Grove Roofing, you may have access to confidential and proprietary data, which is not known by competitors or within the company's field of business generally. This information (hereinafter referred to as "Confidential Information") includes, but is not limited to: data relating to the Company's marketing and servicing programs; procedures and techniques; the criteria and formula used by the Company in pricing its products and services; the structure and pricing of special packages that the Company has negotiated; lists of customers and prospects; the identity, authority and responsibilities of key contacts at Company accounts; the composition and organization of accounts' businesses; the peculiar risks inherent in their operations; sensitive details concerning the structure, conditions, and extent of their existing products and services; contract expiration dates; commission rates; service arrangements; proprietary software, Web applications and analysis tools; and other data showing the particularized requirements and preferences of the accounts. This Confidential Information is a valuable asset of the Company, developed over a long period of time and at substantial expense.

To protect the Company's interest in this valuable asset, you must (a) not use any such Confidential Information for your personal benefit or for the benefit of any person or entity other than the Company, and (b) use your best efforts to limit access to such Confidential Information to those who have a need to know it for the business purposes of the Company. In addition, you should minimize those occasions on which you take documents, computer disks or a laptop containing such Confidential Information outside the office. On those occasions where it is necessary, consistent with the best interests of the Company and doing your job effectively, to take documents, computer disk or a laptop containing Confidential Information outside the office, all appropriate precautionary and security measures should be taken to protect the confidentiality of the information.

During the course of your employment with the Company, you will be provided with and will generate correspondence, memoranda, literature, reports, summaries, manuals, proposals, contracts, customer lists, prospect lists, and other documents and data concerning the business of the Company. Any and all such records and data, whether maintained in hard copy or on a computer or other medium, is the property of the Company, regardless of whether it is or contains Confidential Information. Upon termination of your employment at the Company, you

are required to return all such records to the Company and may not retain any copy of such records or make any notes regarding such records.

### ***Conflicts of Interest***

All employees have a duty to further the Company's aims and goals, and to work on behalf of its best interest. Employees should not place themselves in a position where their actions or personal interests may be in conflict with those of Grove Roofing. Examples include: soliciting or profiting from the Company's client or prospect base or other Company asset for personal gain; acting on behalf of Grove Roofing in servicing or obtaining a client, and limiting the best solution for the client or prospect for personal financial gain; and acting as director, officer, employee or otherwise for any business or institution with which Grove Roofing has a competitive or significant business relationship without the written approval of the president.

Employees should report to their manager any situation or position (including outside employment by an employee or any member of an employee's immediate household) which may create a conflict of interest with Grove Roofing.

### **INTERNET/COMPUTER USAGE POLICY**

This policy establishes rules governing employee use of GRS computer systems. An employee's improper use of GRS-provided Internet services can waste time and resources and create legal liability and embarrassment for GRS and the employee. Computer, internet and email use is for business purposes only and not intended for personal use.

This policy applies to any Internet service that is:

- Accessed on or from GRS's premises;
- Accessed using GRS computer equipment or via company-paid access methods; and/or
- Used in a manner that identifies the individual with GRS.

### ***General Guidelines***

- All information, data, correspondence, files, etc. created or obtained in the course of business is GRS property and is confidential. It should be treated with care and stored in a safe and secure manner.
- Technology tools issued by GRS for employee use such as computers, printers and software programs are company property and should be treated with care.
- GRS information or data may not be stored on technology tools that are not company property without the express approval of the Executive Director or designee.
- No unauthorized or copyright materials including, but not limited to, documents, software, photographs and/or sound recordings are to be transmitted or copied electronically.
- Employees must keep in mind that how they express themselves on GRS e-mail and related technology systems is also a reflection on GRS, and employees will be held

accountable for how they conduct themselves in this medium, consistent with company standards and expectations for behavior, conduct and professionalism.

### ***Prohibited Activities***

Employees are strictly prohibited from using GRS-provided Internet services in connection with any of the following activities:

- Engaging in illegal, fraudulent, or malicious conduct;
- Working on behalf of organizations without any professional or business affiliation with GRS;
- Sending, receiving, or storing offensive, obscene, or defamatory material;
- Annoying or harassing other individuals;
- Sending uninvited e-mail of a personal nature;
- Monitoring or intercepting the files or electronic communications of employees or third parties;
- Obtaining unauthorized access to any computer system; accessing or playing games, gambling sites or any other site that is for personal use;
- Using another individual's account or identity without explicit authorization;
- Accessing social networking sites such as blogs, Facebook and Twitter;
- Distributing or storing chain letters, jokes, solicitations, offers to buy or sell goods, or other non-business material of a trivial or frivolous nature.

The above list is not all-inclusive but is set as a guideline of activities that are prohibited by GRS.

### ***Personal Use***

Internet services are provided by GRS for employees' business use. Very limited or incidental use of internet services for personal, non-business purposes is acceptable. However, personal use must be infrequent and must not:

- Involve any prohibited activity (as stated above); or
- Interfere with the productivity of the employee or his or her co-workers;

### ***Employer Monitoring Rights***

Employees should not expect privacy with respect to any of their activities using GRS-provided Internet access or services. GRS reserves the right to review any files, messages or communications sent, received or stored on GRS's computer systems.

Employees violating this policy are subject to discipline, up to and including termination of employment. Employees using GRS's computer system for defamatory, illegal or fraudulent purposes also are subject to civil liability and criminal prosecution.

## **DRUG FREE AWARENESS**

Recent legislation mandates that we provide a formal written policy outlining Grove Roofing Services' position on maintaining a drug-free workplace.

Grove Roofing Services Safety Rules are listed at the beginning of this Manual. The safety rules state that the use of alcohol or other drugs is prohibited at the workplace. A full copy of GRS' Drug Policy will be communicated and distributed to all employees.

## **WORKPLACE VIOLENCE PREVENTION**

GRS has zero-tolerance for workplace violence of any kind, in order to ensure a safe employment and business environment. Violent behavior of any kind or threats of violence either implied or direct, are prohibited at work and at any company-sponsored events. Such conduct by an employee will not be tolerated. An employee who exhibits violent behavior may be subject to criminal prosecution and shall be subject to disciplinary action up to and including termination of employment. Violent threats or actions by a non-employee may result in criminal prosecution.

All employees have a responsibility to immediately report to their manager or another member of management any acts or threat of violence toward the employee or anyone else. In an emergency situation, workplace violence should be immediately reported to the police. (Company) will investigate all complaints filed and will also investigate any possible violation of this policy of which we are made aware. Retaliation against a person who makes a complaint regarding violent behavior or threats of violence made to him/her is also prohibited.

Prohibited behaviors by a co-worker, supervisor or member of the public may include, but are not limited to: direct threats or physical intimidation; implications or suggestions of violence; stalking; possession of weapons of any kind on company property or at Company-sponsored events; assault of any form; physical restraint or confinement; dangerous or threatening horseplay; loud, disruptive or angry behavior or language that is clearly not part of the typical work environment; blatant or intentional disregard for the safety or well-being of others; commission of a violent felony or misdemeanor on company property, or; any other act that a reasonable person would perceive as constituting a threat of violence.

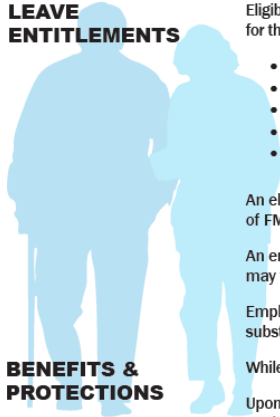
## **AIRBORNE INFECTIOUS DISEASE PLAN**

NYS Hero Act requires employers to have a plan that covers exposure and prevention to Airborne Infectious Diseases as declare by NYS Commissioner of Health. The GRS plan is in the Appendix of our Safety Manual.

# EMPLOYEE RIGHTS UNDER THE FAMILY AND MEDICAL LEAVE ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

## LEAVE ENTITLEMENTS



Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within one year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

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

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave;\* and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

\*Special "hours of service" requirements apply to airline flight crew employees.

## BENEFITS & PROTECTIONS

## ELIGIBILITY REQUIREMENTS

## REQUESTING LEAVE

Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

## EMPLOYER RESPONSIBILITIES

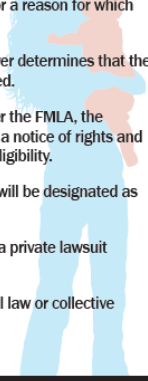
Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is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

Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

## ENFORCEMENT

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.



For additional information or to file a complaint:

**1-866-4-USWAGE**

(1-866-487-9243) TTY: 1-877-889-5627

**www.dol.gov/whd**

U.S. Department of Labor | Wage and Hour Division



## ***NEW YORK STATE PAID FAMILY LEAVE***

### **Employee Facts**

Starting January 1, 2018, Paid Family Leave will provide paid time off so an employee can:

- **bond** with a newly born, adopted, or fostered child,
- **care** for a family member with a serious health condition, or
- **assist** loved ones when a family member is deployed abroad on active military duty.

#### **ADDITIONAL PROTECTIONS**

- Employees have a right to return to their same or comparable job upon return from Paid Family Leave.
- Employees are guaranteed continued health insurance while on leave.
- Employers may require employees continue to pay their health insurance premium contributions.
- Citizenship and immigration status do not impact eligibility.
- Employers cannot discriminate against employees for taking Paid Family Leave.

#### **ELIGIBILITY**

Employees with a regular work schedule of 20 or more hours per week are eligible after 26 weeks of employment. Employees with a regular work schedule of less than 20 hours per week are eligible after 175 days worked.

#### **BENEFITS**

Benefits phase in over four years. In 2018, employees are eligible for up to eight weeks of paid leave at 50% of their average weekly wage (AWW), up to 50% of the New York State Average Weekly Wage (SAWW).

<b>YEAR</b>	<b>WEEKS OF LEAVE</b>	<b>BENEFIT</b>
2018	8 weeks	50% of employee's AWW, up to 50% of SAWW
2019	10 weeks	55% of employee's AWW, up to 55% of SAWW
2020	10 weeks	60% of employee's AWW, up to 60% of SAWW
2021	12 weeks	67% of employee's AWW, up to 67% of SAWW

These benefits are paid for through a small weekly payroll deduction.

#### **HOW TO APPLY**

1. Employee notifies employer 30 days prior to leave, when practical.
2. Employee fills out a claim form according to employer instructions. Claim forms are available from employer, insurance carrier, or [ny.gov/paidfamilyleave](http://ny.gov/paidfamilyleave).
3. Employee obtains supporting documentation for leave (birth certificate, military deployment certification, etc.).
4. Employee submits claim form and supporting documentation to insurance carrier or as directed by employer. Insurance carrier must pay or deny a claim within 18 days of receipt of the completed claim.

**FOR MORE INFORMATION, VISIT [NY.GOV/PAIDFAMILYLEAVE](http://NY.GOV/PAIDFAMILYLEAVE) OR CALL (844) 337-6303**



***Receipt and Acknowledgement of  
Grove Roofing Services Employee Handbook***

I have this day received a copy of Grove Roofing Services' (GRS) Employee Handbook. I understand that this handbook replaces any and all prior handbooks, policies and practices of GRS, Inc.

I understand and agree that, other than President, no manager, supervisor, or representative of GRS has any authority to enter into any agreement for employment other than at-will; only the President of GRS have the authority to make any such agreement and then only in writing.

I understand that, except for employment at-will status, any and all policies and practices may be changed at any time by GRS and GRS reserves the right to change my hours and working conditions at any time. I understand that revised information may supersede, modify, or eliminate existing policies. Only the President of GRS, Inc. has the ability to adopt any revisions to the policies in this handbook.

***In the event that a policy in this handbook is in conflict with an active Collective Bargaining Agreement, provisions in such agreement will prevail.***

*In New York - like all 50 states - most employees are considered "at-will." This means that either the employee or the employer can terminate their business relationship for any reason or no reason at all. There are exceptions (like discrimination) to the general doctrine of at-will employment.*

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 GRS, Inc., unless otherwise contracted by the CBA, is employment at-will, which may be terminated at the will of either GRS or me. Furthermore, I acknowledge that this handbook is not a contract of employment and is for informational purposes. I understand and agree that employment and compensation may be terminated with or without cause and with or without notice at any time by GRS or me.

I understand that GRS reserves the right to review any files, messages or communications sent, received or stored on GRS's computer systems.

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

If I have any questions regarding the content or interpretation of this employee handbook, I will bring them to the attention of my supervisor.

NAME (printed) \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

# Model Complaint Form for Reporting Sexual Harassment



Combating Sexual Harassment

## **GROVE ROOFING SERVICES**

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

If you believe that you have been subjected to sexual harassment, you are encouraged to complete this form and submit it to any member of the management team. You will not be retaliated against for filing a complaint.

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

**For additional resources, visit: [ny.gov/programs/combating-sexual-harassment-workplace](https://ny.gov/programs/combating-sexual-harassment-workplace)**

### **COMPLAINANT INFORMATION**

Name:

Work Address:

Work Phone:

Job Title:

Email:

Select Preferred Communication Method:

Email  Phone  In person

### **SUPERVISORY INFORMATION**

Immediate Supervisor's Name:

Title:

Work Phone:

Work Address:

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

## COMPLAINT INFORMATION

1. Your complaint of Sexual Harassment is made about:

Name:

Title:

Work Address:

Work Phone:

Relationship to you: Supervisor Subordinate Co-Worker Other

2. Please describe what happened and how it is affecting you and your work. Please use additional sheets of paper if necessary and attach any relevant documents or evidence.

3. Date(s) sexual harassment occurred:

Is the sexual harassment continuing? Yes No

4. Please list the name and contact information of any witnesses or individuals who may have information related to your complaint:

*The last question is optional, but may help the investigation.*

5. Have you previously complained or provided information (verbal or written) about related incidents? If yes, when and to whom did you complain or provide information?

If you have retained legal counsel and would like us to work with them, please provide their contact information.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Instructions for Employers

If you receive a complaint about alleged sexual harassment, follow your sexual harassment prevention policy.

An investigation involves:

- Speaking with the employee
- Speaking with the alleged harasser
- Interviewing witnesses
- Collecting and reviewing any related documents

While the process may vary from case to case, all allegations should be investigated promptly and resolved as quickly as possible. The investigation should be kept confidential to the extent possible.

Document the findings of the investigation and basis for your decision along with any corrective actions taken and notify the employee and the individual(s) against whom the complaint was made. This may be done via email.