

GRIFFISS LOCAL DEVELOPMENT CORPORATION

EMPLOYEE POLICY MANUAL

Approved by GLDC Executive Committee
January 21, 1999
Modified: February 10, 2010
Modified: July 10, 2017

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1.0 INTRODUCTION

1.1 GLDC OVERVIEW:

Welcome to Griffiss Local Development Corporation (GLDC). GLDC is pleased to have you as a member of its professional team.

As background, GLDC is a private not for profit local development corporation that was created to oversee the transition of Griffiss Air Force Base to productive non-military uses. Griffiss AFB was designated by the US Department of Defense for realignment in 1993. GLDC was created to oversee the redevelopment of Griffiss Business and Technology Park.

Employees of GLDC are required to maintain a high level of professionalism and work effort to meet GLDC goals and objectives necessary to redevelop Griffiss.

2.0 EMPLOYMENT MATTERS:

2.1 INTRODUCTION/STATUS:

Each employee will be given a copy of the Employee Policy Manual, as well as any future updates.

This handbook is not an employment contract and is not intended to create contractual obligations of any kind. New York State is an employment-at-will state, meaning that employment is at the mutual consent of Griffiss Local Development Corporation and the employee, and either party may terminate that relationship at any time, with or without cause, and with or without advance notice. The employee should not rely on any of the policies and procedures set forth in this manual in accepting employment.

2.2 EQUAL EMPLOYMENT OPPORTUNITY (EEO):

The policy of the Griffiss Local Development Corporation (GLDC) provides equal employment opportunities to all applicants and employees without regard to age, race, creed, color, ethnic or national origin, religion, sex, pregnancy or pregnancy related conditions, mental or physical disability, sexual orientation, military status, genetic characteristics or information, citizenship status, marital status, familial status, domestic violence victim status, previous criminal convictions or any other protected category under applicable local, state or federal law, and to affirmatively seek to advance the principles of equal employment opportunity.

Said equal employment opportunities shall apply to employment matters including, but not limited to, decisions to hire or employ, discharge or bar employment or any other matter involving the compensation terms, conditions or privileges of employment.

2.3 PERSONNEL FILES:

GLDC maintains a personnel file on each employee. The personnel file includes such information as the employee's job application, resume, records of training, documentation of performance appraisals and salary increases, and other

employment records. Any medical information maintained concerning employees shall be maintained in a separate file as required by law.

Personnel files are the property of GLDC, and access to the information they contain is restricted. Generally, only supervisors and management personnel of the organization who have a legitimate reason to review information in a file are allowed to do so. GLDC values the privacy of its employees' personal information. Therefore, GLDC prohibits the following conduct (unless required by law):

- a) Public posting or display of any employee's social security number;
- b) The visible printing of a social security number on any identification badge or card, including any time card;
- c) Placing a social security number (including documents or electronic files containing a social security number) in files with unrestricted access; or
- d) Communicating an employee's Personal Identifying Information to the general public.

Personal Identifying Information shall include, but not be limited to, social security number, home address, home telephone number, personal email address, internet identification password or name, parents' surname prior to marriage, or driver's license number.

Correct and accurate records are essential, therefore the following information must be kept up-to-date at all times. It is the responsibility of all employees to notify the Authorize Representative promptly of any of the following:

- Change of address and/or phone number.
- Person to be notified other than the one originally specified in case of accident or other emergency.
- Legal change in name.
- Change in marital status if it affects benefits or tax withholdings.
- Change in number of dependents if it affects benefits or tax withholdings.

2.4 **INTRODUCTION AND ORIENTATION:**

Each new employee will be given a copy of the Employee Policy Manual, as well as any future updates. Employees are to read the manual and are encouraged to ask questions about items that are not clear to them. Employees will be asked to sign an acknowledgment indicating that they have received the manual and any future updates, are familiar with its contents, and agree to comply with the policies and procedures established by GLDC. GLDC reserves the right to change these policies at any time without prior notification.

2.5 **STATUS OF EMPLOYMENT RELATIONS:**

This handbook is not an employment contract and is not intended to create contractual obligations of any kind. New York State is an employment-at-will state, meaning that employment is at the mutual consent of GLDC and the employee, and either party may terminate that relationship at any time, with or without cause, and with or without advance notice. The employee should not rely on any of the policies and procedures set forth in this manual in accepting or continuing employment.

2.6 **IMMIGRATION REFORM AND CONTROL ACT:**

GLDC complies with the applicable immigration law, including, but not limited to, the Immigration Reform and Control Act of 1986, as amended. As a condition of employment, every employee needs to provide specific statutory required documents which establishes his/her identity and eligibility to legally work in the United States and complete the Immigration and Naturalization Services Employment Eligibility Verification (Form I-9).

3.0 **BENEFITS PROGRAM:**

GLDC provides its employees with various employee benefits during the course of their employment. The receipt of benefits is set forth herein and some benefits are dependent upon the employee's qualification for benefits under the appropriate Plan document or by law. Please see the GLDC Authorized Representative concerning whether or not you qualify under the individual plans, as well as what portion of the cost of said benefits are paid by GLDC and what portion are the responsibility of the employee.

3.1 **STATUTORY BENEFITS:**

Statutory benefits of workers' compensation and New York State disability are provided to employees as mandated by law. If you are disabled, involved in an accident or injured on the job, please contact the Authorize Representative immediately. In addition, GLDC is required to contribute, on an employee's behalf, Medicare and social security benefits as required by federal law each pay period.

3.2 **DISABILITY INSURANCE COVERAGE:**

At the present time, GLDC currently maintains a Short Term and Long Term disability policy for its employees subject to the requirements of the Plan document. Please see the Authorize Representative to determine if you qualify under the terms of said Plan, as well as how the cost for said benefit will be paid.

GLDC reserves the right to terminate or amend this coverage at any time.

3.3 **LIFE INSURANCE:**

At the present time, GLDC maintains a Group Term Life Insurance Plan, as well as accidental death and dismemberment coverage for eligible employees. Participation in said Plan is governed by the terms of the Plan document. Please see the Authorize Representative to determine if you qualify under the terms of said Plan, as well as how the cost of said benefit will be paid.

GLDC reserves the right to terminate or amend this coverage at any time.

3.4 **HEALTH INSURANCE:**

At the present time, GLDC maintains a Health Insurance Plan for eligible employees. Participation in said Plan is governed by the terms of the Plan

document. Please see the Authorize Representative to determine if you qualify for coverage, as well as how the cost of said benefit will be paid.

Any full-time employee, who is covered by another non-GLDC offered health insurance plan and elects not to participate in the Health Insurance Coverage Plan provided by GLDC, shall receive an additional cash benefit or insurance waiver amount of \$1,000.00 per year. This amount shall be added to the employee's paycheck in equal pro-rata installments each pay period. An employee who elects not to participate in the GLDC Health Insurance Program shall sign a declination form stating that they are covered by another health insurance plan or decline coverage under the GLDC program, and provide proof that they are covered under another health insurance plan. The cash incentive is not part of the employee's salary base and therefore shall not be part of any calculation for future salary increases.

An employee who wishes to participate in the GLDC offered Health Insurance Plan after accepting the cash benefit may do so, but is subject to the enrollment provisions of the health insurance carrier.

GLDC reserves the right to terminate or amend this coverage at any time.

3.5 **FLEX SPENDING:**

GLDC maintains a Flex Spending Plan for eligible employees. Participation in said Plan is governed by the terms of the Plan document. Please see the Authorize Representative to determine if you qualify for said program.

3.6 **PENSION PLAN:**

GLDC offers a 401(k) Plan to all full-time employees. Participation in said Plan is governed by the terms of the Plan documents. Please see the Authorize Representative to determine if you qualify for said plan.

3.7 **WORKERS' COMPENSATION:**

GLDC employees injured on the job or contract an occupational illness or disease, Workers' Compensation insurance provides coverage of medical expenses and weekly compensation payments. Employees who sustain work-related injuries or illnesses should inform their supervisor and the Authorized Representative immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately.

4.0 WAGE AND SALARY ADMINISTRATION

4.1 **EXEMPT VS. NONEXEMPT EMPLOYEES:**

All employees of GLDC are subject to the federal Fair Labor Standards Act and the New York State Labor Law unless they fall into one of the qualified exemptions set forth therein.

Non-exempt employees must meet minimum wage requirements and are paid overtime in accordance with the statutory guidelines for any hours worked beyond forty (40) hours in the work week. Exempt employees are paid a weekly salary.

4.2 **PAY PERIODS:**

Each employee is paid bi-weekly on Friday (26 pay periods per year). If a holiday falls on that day, employees will be notified as to the revised pay schedule. GLDC also offers the option of direct deposit in which the employee paycheck will be deposited into the employee's checking account. Forms for this program may be obtained from the Accountant who processes payroll.

4.3 **TIME/CLIENT RECORDS:**

Employees of GLDC are required to promptly complete timesheets concerning the contractual relationship GLDC maintains with various entities (i.e., EDGE, RIDC, etc.) for providing services. Employee shall remit said timesheets to their supervisor biweekly. Failure to submit the timesheets may result in disciplinary action up to and including unpaid suspension and/or termination.

4.4 **HOURS OF WORK:**

General office hours are 8:00 a.m. to 5:00 p.m.

The standard workweek for non-exempt employees is forty (40) hours. The standard workday is eight hours (8). Your supervisor shall determine your start and end time. The work week commences on Monday morning at 12:01 a.m. and ends the following Sunday evening at midnight.

Workday lengths for exempt employees are determined primarily by their current workloads. Exempt employees are expected to be in the office or out on work-related meetings during normal office hours. While exempt employees have the flexibility to be out of the office for short periods of time on non-work related matters, it is encouraged that any personal matter requiring your absence for less than one and one-half (1½) hours be scheduled outside the hours of 9:00 a.m. and 4:00 p.m. Exempt employees must seek approval from the Controller (who will consult with the employee's manager) prior to being out of the office during the 9:00 a.m. to 4:00 p.m. time period. If exempt employees expect to be out of the office for more than one and one-half (1½) hours, employees will be required to take a half day of PTO, unless prior permission is granted by the President. It is GLDC's expectation that exempt employees perform the duties required by their job and any abuse or failure to meet expected job performance standards due to repeated absences from the office during normal working hours may result in disciplinary action, including unpaid suspension or termination.

A meal period is provided to any employee who works a minimum of six (6) hours per day. The normal meal period should occur approximately halfway through the workday. However, workload may require alternate meal periods. The length of the meal period may vary from thirty (30) minutes to one (1) hour according to the needs of the department. Non-exempt employees' meal period shall be unpaid and they should record their lunch periods on their time sheet.

GLDC reserves the right to modify an employee's starting and quitting time as well as the number of hours worked to accommodate business needs.

Overtime compensation is paid to all non-exempt employees in accordance with federal and state wage and hour restrictions. "Flexitime" will not be permitted for non-exempt employees. Overtime pay is based on actual hours worked. Time off on sick leave, vacation leave, personal time off or any leave of absence will not be considered hours work for purposes of performing overtime calculations. All overtime work for non-exempt employees must receive the supervisor's prior authorization.

5.0 EXPENSE REIMBURSEMENT POLICIES

5.1 EXPENSE VOUCHER FORM:

The policy of GLDC shall be to reimburse employees for the actual expenses incurred on GLDC's behalf while on authorized business. Such expense should be conservative under the circumstances and both necessary and incidental to the performance and purpose of GLDC.

Claims for reimbursement must be submitted on an Expense Voucher Form. It is mandatory that receipts are attached to the expense form for such items as hotel, travel/transportation, tolls, parking, and meals. Mileage related to GLDC related business, will be reimbursed per GLDC's mileage allowance policy as defined herein. All expense voucher forms are to be signed by the employee and approved by their immediate supervisor. Vouchers will be paid on a bi-weekly basis coinciding with the GLDC pay period. GLDC will not reimburse employees for unrelated business entertainment expenses.

5.2 MILEAGE ALLOWANCE:

Vehicle mileage is reimbursed at the IRS per mile rate while traveling on GLDC business including incurred thruway tolls, actual parking charges, and transportation costs while out of town (taxi, rental car, etc.-) are also reimbursed. Mileage for special trips or for unusual occasions should be approved by the Authorized Representative prior to the trip. If you travel at the start or end of your work day GLDC will only reimburse for the mileage over and above your normal commute mileage.

5.3 TRAVEL ADVANCES:

Expense advances are allowed only for out of town trips for business meetings, and seminars. Requests for a travel advance should not exceed \$500.00 and are subject to approval by the GLDC Authorized Representative prior to issuance of a travel advance. Employees are required to prepare and submit Expense Reports that include receipts/invoices and in a timely manner reimburse GLDC for any unused proceeds from the travel advance. Failure to reimburse GLDC for unused travel advances may result in disciplinary action, including termination of employment.

5.4 GLDC Credit Cards

GLDC makes available corporate credit cards to those staff members who are engaged on travel and incurs expenses related to business development purposes for the organization. GLDC credit cards are to be used only for authorized expenses incurred on behalf of the organization and shall not be used for any

personal use. Expenses unrelated to GLDC are to be paid directly by the GLDC staff person or charged to that individual's personal credit card.

Staff are also required to provide copies of invoices, receipts and other supporting documentation necessary to support charges on the GLDC credit card and validate that the expense was for official GLDC business. In cases where the employee cannot provide a copy of the invoice or receipt to back up the credit card charge, the employee who made the charge should provide a written explanation of the expense incurred on the GLDC credit card.

6.0 TIME OFF AND LEAVE:

6.1 FUNERAL LEAVE:

In the event of a death in the immediate family (mother, father, mother-in-law, father-in-law, grandparent, brother, sister, brother-in-law or sister-in-law) an employee will be excused for a period of up to 3 workdays. In the event of a death in the immediate family for a spouse or child an employee will be excused for a period of up to 5 workdays. In the event of the death of another relative (related by blood or marriage), an employee may be eligible to receive 1 workday off upon prior written approval by the Authorized Representative. With the Authorized Representative's or immediate supervisor's approval and notification to the Authorize Representative, in the event of a postponed burial for any above category, one of the days allocated may be banked and used at the time of burial.

6.2 HOLIDAYS:

GLDC observes nine (9) holidays and the corporation will be closed on these days. The observed days are paid holidays for all full-time employees (40 hours per week). These holidays are as follows:

- **New Year's Day**
- **Good Friday**
- **Memorial Day**
- **Independence Day**
- **President's Day**
- **Labor Day**
- **Thanksgiving & Day after**
- **Christmas Day**

When one of the aforementioned holidays falls on a Saturday or Sunday, the Corporation will observe the holiday on the preceding Friday or the succeeding Monday. If a holiday falls within an employee's vacation period, the holiday will not count against the employee's vacation leave.

Part time employees are not eligible for Paid Time Off.

6.3 VACATION:

Paid vacation time shall be granted each year to full time employees (40 hours per week) based upon years of service to GLDC. Said years of service shall be determined based upon the "anniversary date" of the employee, which shall be defined as follows:

- The date hired by GLDC for all persons hired after January 1, 1996.

On each “anniversary date”, the employee shall be entitled to take the following vacation based upon years of service:

- One (1) week for new employees upon sixth months of service.
- Two (2) weeks for employees **on an employee’s first anniversary date**;
- Three (3) weeks for employees on their second to ninth anniversary dates; and
- Four (4) weeks for employees on their tenth anniversary date and all years thereafter.

GLDC believes it is important for employees to have time off during the year. It is strongly encouraged that employees exercise and use their vacation time. Therefore, an employee shall only be permitted to carryover a maximum of fifteen (15) unused vacation days from year to year unless the GLDC Executive Committee agrees in writing to authorize the carryover of additional vacation days for any employee. Effective January 1, 2007 all unused vacation time in excess of fifteen (15) days for the period preceding each employee’s 2006 anniversary date may be credited as time pursuant to paragraph 6.5 herein or shall be forfeited.

Vacation time is not an accrued or earned benefit and unused vacation time has no cash value to the employee, except as set forth herein.

If an employee **voluntarily** separates from employment with GLDC, they shall be entitled to a cash benefit for all unused vacation days (up to the maximum allowable carryover vacation days plus vacation time accrued on the employee’s most current anniversary date) if they provide GLDC with three (3) weeks prior notice of their departure. In addition, employees who are terminated by GLDC without cause shall be entitled to a cash payment for all unused vacation days up to the maximum allowable carryover vacation days plus vacation time accrued on the employee’s most current anniversary date. Employees terminated for misconduct of any kind shall be deemed to have been terminated for cause pursuant to this paragraph.

Unpaid vacation may be granted to part-time employees (less than 40 hours per week) upon approval of the employee’s immediate supervisor.

Requests for vacation should be submitted and approved by the employee’s immediate supervisor at least ten (10) days in advance of the vacation request. Copy of time off request should include the Authorize Representative. Vacation days must be used in one-half (½) day increments. All vacation approvals (paid or unpaid) will be predicated on business and scheduling needs, seniority and staffing levels.

6.4 UNIFORMED SERVICES LEAVE:

SCOPE

Reservist ordered to report to, or who volunteer for, active duty in the National Guard, Reserves or Armed Forces will follow the established policy of uniformed services leave as specified below and in accordance with “Uniformed Services Employment and Reemployment Rights Act of 1994” (USERRA).

POLICY

Affected employees will continue to accrue service credit and, with certain exceptions, have guaranteed reinstatement to work in jobs at the same level of pay and benefits as the positions they left provided their “uniformed services leave” does not, in most instances, exceed five (5) cumulative years.

The 5-year limit may not apply under the following circumstances: inactive duty training, annual training, involuntary recall to active duty or involuntary retention on active duty, or voluntary or involuntary active duty in support of war, national emergency or certain operational missions.

“Uniformed Services Leave” is defined as performance of such uniformed services duty on a commissioned or non-commissioned status, and on a voluntary or involuntary basis, in a uniformed service, including:

- Active duty
- Active duty for training
- Initial active duty for training
- Inactive duty training
- Full-time National Guard duty
- Absence from work for an examination to determine a person’s fitness for any of the above forms of duty
- Funeral honors duty by National Guard or reserve members.

EMPLOYMENT AND PAY

Individuals called to, or who volunteer for, active duty will be entitled to be paid the *difference* between their pay and their uniformed services pay for up to ten (10) days, provided they have not already used their ten (10) day allotment for camp or weekend training in the same fiscal year (official documentation is required). Employees must be reinstated at the level of pay and benefits they would have received if they had never left.

Offers of employment, including graduate assistantships, will not be rescinded but may be deferred because of uniformed services obligations if the appointment has already been offered and accepted.

LENGTH OF ALLOWABLE LEAVES

Uniformed Services Leave Personnel are entitled to a leave of absence for up to five (5) cumulative years of active duty including reasonable travel time. Uniformed Services Leave Personnel are guaranteed reinstatement of their former or comparable position providing they return within the timeframe stated below:

- Service of 1 to 30 days: must personally report to duty on the first full business day after the completion of service.
- Service of 31 to 180 days: must personally report to duty within 14 days of completion of service.
- Service of more than 180 days: must personally report within 90 days of completion of service.

USE OF EARNED LEAVE

Vacation and Personal days. During uniformed services leave, employees are entitled to use any vacation or personal days accrued prior to the commencement of said leave.

CONTINUED BENEFITS

Employees on uniformed services leave will continue to accrue service credit (i.e., seniority).

Group medical insurance coverage may be continued by the employee arranging to pay their employee share of the premiums for up to one year. After one year of uniformed services leave, the employee, and their eligible dependents, may elect to participate in extended coverage under New York State Law (for 18 months) but will be required to pay up to 102 percent of the full premium. Contact the Authorize Representative for further information. If the employee chooses not to return to work at GLDC following the approved leave, then the employer cost for medical benefits must be repaid to GLDC.

EMPLOYEE/SUPERVISOR RESPONSIBILITIES

Uniformed Services Personnel called to duty should notify their supervisors as soon as possible and present a copy of their orders as they are received. The Supervisor should attach a copy of the orders to the completed Personnel Action Form and submit these as soon as possible.

SPOUSES

The spouse of a member of the Armed Forces of the United States, National Guard or Reserves who has been deployed for combat during a period of military conflict shall be allowed up to ten (10) days of unpaid leave by GLDC while said spouse is on leave from such deployment.

6.5 LEAVE POLICY FOR MEDICAL REASONS:

Effective January 1, 2010, all full-time employees (40 hours a week) shall be entitled to Eight (8) hours of paid leave for medical reasons. After said date, employees shall accrue leave for medical reasons at the rate of eight (8) hours per month. Employees who are subject to the limitation on carryover vacation time, pursuant to paragraph 6.3 herein, shall receive an amount of medical leave equal to the amount of vacation time (calculated by the number of vacation days subject to forfeiture multiplied by 8 hours) that is being forfeited. All employees may accumulate a maximum of three hundred (300) hours of leave for medical reasons.

All full-time employees hired during the calendar year shall have the accrued paid medical leave pro-rated for the year (e.g. for full-time employees hired April 1, 2010 shall be eligible to receive a maximum of nine (9) days of paid medical leave for the period ending on December 31, 2010).

Leave for a medical reason is defined as an extended leave granted because of an employee's illness or injury or other medical needs only. Paid medical leave is limited to the specific employee only, is not transferrable to other employees, and does not cover any member of the employee's immediate family.

Employees may use the time accrued under this Policy after they have been absent from work for four (4) consecutive days due to medical reasons. Said employee may be required by the Authorized Representative or the GLDC Executive Committee to provide a written statement from their doctor to verify their illness and their inability to work. Absences for the four (4) days leading up to the leave for medical reasons shall require the employee to use PTO for the four (4) consecutive days.

Leave for medical reasons is not to be used as vacation or personal time and has no cash value. Upon separation of employment with GLDC, employee shall not be entitled to any cash compensation should he/she have accumulated, but unused, leave for medical reasons.

Part Time employees are not entitled to accumulate leave under this paragraph.

6.6 PERSONAL TIME OFF (“PTO”)

All full-time employees (40 hours a week) shall be entitled to nine (9) Personal Time Off (“PTO”) days per calendar year.

All Full-time employees hired during the calendar year shall have PTO days pro-rated for the balance of the calendar year

A PTO day may be used for personal or business reasons or because of the GLDC employee’s illness or injury or other medical needs (e.g., doctor or dental appointments) not eligible under the Leave Policy for Medical Reasons set forth above. In addition, PTO days may also be used in cases where the employee must be absent because of illness, injury or routine healthcare for a member of the employee’s immediate family.

Non-exempt employees must use PTO in one-half ($\frac{1}{2}$) hour increments, up to eight (8) hours/day. Exempt employees may use the PTO in half-day and full day increments. Any exempt employee out of the office for four (4) or more hours in any one day will be charged a half day towards his/her PTO. Any exempt employee not working at all during the day shall be charged one (1) day towards his/her PTO.

Any exempt employee out of the office for the entire day will be charged a full day of PTO. Once an exempt employee has exhausted all PTO, the exempt employee may be subject to acceptable pay reductions, as set forth below.

Deductions may not be made by GLDC for certain reasons, including, but not limited to, the following:

1. Partial day absences.
2. Absences caused by GLDC (i.e., closing due to inclement weather).
3. Jury duty.
4. Attendance as a witness at trial.
5. Other approved leave, including military leave.

Deductions may be in one (1) day increments for each day:

1. An employee is absent from work for personal reasons (including sickness) if employee has no more paid personal time off pursuant to the Personal Time Off policy.
2. Penalties imposed in good faith for infractions of safety rules of major significance.
3. Unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions, including, but not limited to, violating the policies set forth in this Employee Policy Manual.
4. In the employee’s initial or terminal week of employment if the employee does not work a full week.

Employees who believe they have not been paid pursuant to this policy should contact the Controller immediately. If it is determined an error was made, GLDC will correct the error immediately.

Requests for use of PTO days should be submitted to the employee's immediate supervisor in advance with copy of time off request to Authorize Representative. All PTO approvals (paid or unpaid) will be predicated on business and scheduling needs, seniority and staffing levels.

PTO days **cannot** be accumulated from one year to the next. PTO days will have no cash value to the employee.

Part time employees are not entitled to Personal Time Off.

6.7 LEAVE OF ABSENCE:

A leave of absence without pay may be requested in writing.

Said leave will be granted as additional leave covered other than that provided under state or federal law. A leave of absence shall be limited to up to four (4) weeks (maximum term in any 12 month rolling period). Employees must use paid vacation, PTO and Leave for Medical Reasons (if applicable) before requesting additional time as part of an unpaid leave of absence. A leave of absence must be requested in writing and receive prior written approval of the Authorized Representative. Each request for a leave of absence shall be considered on a case-by-case basis, taking into consideration business and staffing needs of the organization. Continuation of any benefits during this time are in the discretion of GLDC and subject to the terms of said benefit plans.

6.8 JURY DUTY:

Employees summoned to serve as a juror shall be permitted to do so without discharge or penalty. Employee must notify their supervisor prior to the commencement of said jury duty. Employees will also be granted unpaid time off to appear as a result of a Court Order or subpoena provided they provide a copy of the Court Order or subpoena to their supervisor.

6.9 BLOOD DONATION LEAVE:

Up to three hours of unpaid leave time is provided for GLDC employees in a 12 month period for donating blood. Leave is available to those employees working 20 or more hours per week. Employees must provide written advance notice to their supervisor of their intention to take this leave time.

6.10 VOTING:

You are entitled to time off to vote during working hours on an Election Day if you are a registered voter and you do not have four (4) consecutive nonworking hours to vote when the polls are open. If the above conditions are met, up to two (2) hours off to vote will be with pay. Any additional time off needed is without pay unless you use accumulated vacation or PTO. You must request time off to vote

not more than ten (10) or less than two (2) working days before an election. Please contact the Authorize Representative to make this request.

6.11 ACCOMMODATIONS FOR NURSING MOTHERS:

GLDC is committed to comply with State and Federal law requiring employers to provide uncompensated time or paid break time to nursing mothers to allow time to express breast milk while at work for up to three (3) years after the birth of a child. Contact the Authorize Representative to discuss a request for accommodation.

7.0 GUIDELINES FOR CONDUCT

7.1 WORKPLACE HARASSMENT:

Work Environment Policy Statement

GLDC is committed to a working environment free from any type of harassing conduct. Said prohibited conduct includes verbal, physical or psychological conduct that has a purpose or effect of creating an intimidating, hostile or offensive work environment, or otherwise as reasonably interfering with, or adversely affecting an individual's work performance. No form of harassment will be tolerated, including, harassment for the following reasons: race, creed, color, national origin, religion, pregnancy, marital status, disability, age, military status, sex, sexual orientation or genetic information or characteristic.

Sexual Harassment

Workplace harassment of any form is unacceptable and will not be tolerated or condoned at GLDC, with a strong policy against sexual harassment in particular.

Sexual harassment may include:

1. When submission to conduct of a sexual nature is made as an explicit or implicit term or condition of employment;
2. Submission to or rejection of such conduct is used as a basis of employment related decisions, including promotions, performance evaluations, termination or alteration of job benefits;
3. Verbal or physical conduct of a sexual nature which reasonably interferes with one's work or creates an intimidating hostile or offensive working environment.

Any of the above conduct, or other offensive conduct directed at an individual because of their race, creed, religion, pregnancy, military status, national origin, disability, sexual orientation, military status, marital status, age or predisposed genetic characteristic is also prohibited.

An Employee who believes that they have been subjected to unlawful discriminatory harassment has an affirmative duty to advise his or her supervisor immediately of said harassment. If the complaint pertains to an employee's supervisor and/or anyone else who they do not feel their complaint could be adequately addressed, the employee should contact the GLDC Authorized Representative or the Chairman of the GLDC Board of Directors with their complaint. Once receiving the complaint, the GLDC Authorized Representative or GLDC Chairman shall review the matter

with the GLDC Executive Committee and GLDC legal counsel to discuss the matter and determine the appropriate course of action.

All complaints of harassment based on an impermissible purpose will be promptly and thoroughly investigated, and violations of this policy will not be tolerated and will be treated as serious disciplinary infractions which could possibly lead to suspension and/or termination. Complaints of harassment will be investigated promptly, and in a confidential manner, if possible.

The charging party will not be penalized for bringing complaints in good faith and his or her complaint will be kept confidential to the extent consistent with GLDC's need to investigate. GLDC does not condone nor will it tolerate any harassment and/or retaliation by management or any of its employees towards any person filing a complaint and/or cooperating in the investigative process of a complaint under this policy.

7.2 REQUESTING REASONABLE ACCOMMODATIONS:

7.2(a) In accordance with applicable federal and state law and regulations, GLDC will attempt to reasonably accommodate those individuals with disabilities. Any qualified employee with a disability who requires an accommodation in order to perform essential functions of his or her job should contact the President to request said accommodation.

7.2(b) In accordance with applicable federal and state law and regulations, GLDC will attempt to reasonably accommodate those individuals with bonafide religious beliefs that conflict with job duties and requirements. Any qualified employee with a bonafide religious belief who requires an accommodation in order to perform essential functions of his or her job should contact the GLDC President to request said accommodation.

7.3 PROBLEM RESOLUTION:

GLDC is committed to providing the best possible working conditions for employees. Part of this commitment is encouraging an open and frank atmosphere in which any problem, complaint, suggestion, or question receives a timely response.

GLDC strives to ensure fair and honest treatment of all employees. Supervisors and employees are expected to treat each other with mutual respect. Employees are encouraged to offer positive and constructive criticism.

If employees disagree with established rules of conduct, policies, or practices, they can express their concern to their supervisors or directly to the GLDC Authorized Representative.

Not every problem can be resolved to everyone's total satisfaction, but only through understanding and discussion of mutual problems can employees and management develop confidence in each other. This confidence is important to the operation of an efficient and harmonious work environment, and helps to ensure everyone's job security.

7.4 **NON-DISCLOSURE:**

The protection of confidential business information and trade secrets is vital to the interests and the success of GLDC. Such confidential information belongs to GLDC (or entities contracting with GLDC) and includes, but is not limited to, the following examples:

- Compensation data
- Computer processes
- Computer programs and codes
- Marketing strategies
- Labor relations strategies
- New materials research
- Customer lists
- Technological data
- Customer preferences
- Financial information
- Pending projects and proposals
- Research and development strategies
- Financial Information and other sensitive information provided by a business or client
- Fundraising List and processes
- Business contracts and associated contract information
- Business contacts and associated information

Use or disclosure within GLDC of such information shall be limited to those with a need to know said information.

All employees may be required to sign a non-disclosure agreement as a condition of initial and continuing employment. Whether or not a separate written disclosure agreement exists or not, employees who improperly use or disclose trade secrets or confidential business information will be subject to disciplinary action, up to and including termination of employment and legal action, even if they do not actually benefit from the disclosed information. In addition, given the sensitive nature of the organization, it is essential that employees do not divulge confidential information on clients, financial information on businesses working with GLDC on projects, and other sensitive information on businesses and clients of GLDC which if divulged could be damaging to the business or client, and also damage the credibility of GLDC.

7.5 **CONFLICTS OF INTEREST:**

7.5(a) NON-FRATERNIZATION

While GLDC encourages amicable relationships between members of management and their subordinates, it recognizes that involvement in a romantic relationship may compromise or create a perception that compromises a member of management's ability to perform his/her job. Any involvement of a romantic nature between an officer, director, manager, supervisor, or agent of the organization and anyone he/she supervises, either directly or indirectly, is prohibited. Violation of this policy will lead to corrective action up to, and including, termination of the management individual involved in the relationship.

7.5(b) ETHICS AND CONFLICTS OF INTERESTS

Employees are expected to use good judgment, adhere to high ethical standards and avoid situations that create an actual or perceived conflict between their personal interests and those of the organization. GLDC requires that the transactions employees participate in are ethical and within the law, both in letter and in spirit.

There is no way to develop a comprehensive, detailed set of rules to cover every business situation. The tenets in this policy outline some basic guidelines for ethical behavior at GLDC. Whenever employees are in doubt, they should consult with their supervisor or the GLDC Authorized Representative.

Conflicts of interest or unethical behavior may take many forms including, but not limited to, the acceptance of gifts from competitors, vendors, potential vendors, or clients of the organization. Gifts may only be accepted if they have a nominal retail value and only on appropriate occasions (for example, a holiday gift). Employees are cautioned not to accept any form of remuneration or non-business related entertainment, nor may employees sell to third parties any information, products, or materials acquired from the organization.

Employees may engage in outside business activities, provided such activities do not adversely affect GLDC, its clients or the individual entities or municipalities it serves. Employees are prohibited from engaging in financial participation, outside employment or any other business undertaking that is competitive with, or prejudicial to, the best interests of GLDC. Employees may not use proprietary and/or confidential information for personal gain or to the organization's detriment, nor may they use assets or labor for personal use.

GLDC seeks to maintain a strong working relationship with all units of government and the elected leadership for units of local government (cities, towns, villages), county governments, state and the federal government. Seeking election and/or being appointed to an elected office may therefore create an inherent conflict of interest with your job duties at GLDC. As a result, all GLDC employees must seek and obtain written permission from the GLDC Executive Committee prior to becoming a candidate for elected office or serving as an appointed or elected official in any election, whether it be for an elected office within any village, township, city, county, state or federal elected office.

If an employee or someone with whom the employee has a close personal relationship has a financial, employment relationship or any other relationship with a competitor, vendor, potential vendor or client of the organization, the employee must disclose this fact in writing to the Authorized Representative. The organization will determine what course of action must be taken to resolve any conflict it believes may exist. If the conflict is severe enough, GLDC may require the relationship cease or the employee to tender his/her resignation. GLDC has sole discretion to determine whether such a conflict of interest exists.

In addition, an actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of GLDC's business dealings. For the purposes of this policy, a relative is any person who is related by blood or marriage.

Employees are encouraged to seek assistance from their supervisors with any legal or ethical concerns.

7.6 **USE OF EQUIPMENT AND VEHICLES:**

Equipment and vehicles essential in accomplishing job duties are expensive and may be difficult to replace. When using property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines.

Please notify the supervisor if any equipment, machines, tools, or vehicles appear to be damaged, defective, or in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. Your supervisor can answer any questions about an employee's responsibility for maintenance and care of equipment or vehicles used on the job.

The improper, careless, negligent, destructive, or unsafe use or operation of equipment or vehicles, as well as excessive or avoidable traffic and parking violations, can result in disciplinary action, up to and including termination of employment.

7.7 **COMPUTERS AND E-MAIL USAGE:**

Computers, computer files, the e-mail system, and software furnished to employees are the property of GLDC, and intended for business use. Employees should not use a password, access a file, or retrieve any stored communication without authorization. Employees should not have an expectation of privacy in personal information transmitted or stored on GLDC owned computers or personal or work related email sent or received on an employee's GLDC issued email. As the computers and systems belong to GLDC, GLDC reserves the right to remove or access said computers at any time. Should an employee use computers or e-mails for any personal use there is no privacy and all information belongs to GLDC.

GLDC strives to maintain a workplace free of harassment and sensitive to the diversity of its employees. Therefore, GLDC prohibits the use of computers and the e-mail system in ways that violate any local, federal or state law or regulation and e-mail may not be used to solicit others for commercial ventures, outside organizations, or other nonbusiness matters.

Employees are prohibited from copying any software, programs, data or any other information from GLDC computers, hard drives, disks or programs. Employees should notify their immediate supervisor or the President upon learning of violations of this policy. Employees who violate this policy will be subject to disciplinary action, up to and including termination of employment.

7.8 **SOCIAL MEDIA POLICY:**

GLDC acknowledges social networking has become an integral part of everyday life. Social media includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal website, social networking or affinity Website, Web bulletin board or chat room, whether or not associated or affiliated with GLDC, as well as any other form of electronic communication. We also acknowledge that social media is an important tool for gathering and distributing

information. GLDC in no way wishes to restrict an employee's personal participation on any of these sites.

GLDC has worked very hard upholding its reputation for professional conduct, honesty, fairness and objectivity. This is an asset that we protect and therefore we must set forth these guidelines in the social media arena. We respect your judgment and expect you to conduct yourself online in the same decorum and standards as when interacting with others in the workplace.

These guidelines are consistent with GLDC's policies as set forth in this Employee Manual concerning nondisclosure, privacy, confidentiality, workplace conduct, conflicts of interest and computer use. Therefore, we would like to stress some general guidelines for the usage of social media sites to ensure your activity is consistent with these policies.

To assist you in making responsible decisions about your use of social media, outlined below are specific guidelines for GLDC employees when using social media:

1. Employees who use social media and mention or represent themselves as GLDC employees must identify themselves as being from GLDC and follow all GLDC policies, including those set forth in this Employee Manual. In using social media, you may not make statements on behalf of GLDC without authorization or make statements which could be construed as GLDC's official position or policy on an issue. When acting in your individual capacity, express only your personal opinions. Do not represent yourself as a spokesperson for GLDC. If GLDC is the subject of the content you are creating, be clear your opinions are your own and not that of GLDC.
2. You are encouraged, but not required, to resolve workplace grievances internally rather than posting comments and materials on social media websites. However, if you decide to post complaints or criticism online, avoid using comments or materials that could be viewed as malicious, obscene, threatening or intimidating, that disparage customers, members, associates, business partners or suppliers, or that might constitute impermissible harassment or bullying. Examples of such conduct might include posts meant to intentionally harm someone's reputation, posts which could contribute to a hostile work environment in violation of the law and/or GLDC's policy, posts that disclose trade secrets or confidential information (as described below) or posts that violate other state and federal laws to which GLDC is subject. This paragraph shall not be construed or applied in a manner that would improperly interfere with an employee's rights under the National Labor Relations Act.
3. Employees are prohibited from posting confidential material, or trade secrets relating to GLDC. This includes, but is not limited to: information regarding GLDC's business relationships with outside contractors, members, vendors or other third parties, information about GLDC's internal financial information and policies or any other confidential or proprietary information concerning GLDC, including those defined in paragraph 7.4 herein.
4. Employees must abide by all local, state and federal privacy and confidentiality laws, as well as any contractual obligations of GLDC when using social media as GLDC employee or for your own personal use if you mention or reference GLDC in the post.

5. GLDC's policies, including, but not limited to, Workplace Harassment, Ethics, Workplace Violence apply to use of social media, so ensure your postings are consistent with these policies. Posting which include inappropriate discriminatory remarks, harassment and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may result in disciplinary action, up to and including termination.
6. Refrain from using social media during working hours or on GLDC equipment and any use during work hours should be limited to GLDC related activities.

GLDC may periodically monitor social networking sites. Due to the public nature of these sites, employees shall have no expectation of privacy in the use of these social networking sites as it relates to their employment at GLDC.

This paragraph shall not be construed or applied in a manner that would improperly interfere with an employee's rights under the National Labor Relations Act.

7.9 EMPLOYEE ASSISTANCE PROGRAM:

It is the policy of GLDC to encourage its employees to seek assistance for personal, emotional, alcohol or substance abuse problems through an agency approved Employee Assistance Program.

The Authorize Representative and GLDC Supervisor shall recommend that an employee whose work performance is substandard due to suspected personal, emotional, alcohol or substance abuse problems to seek assistance through GLDC approved Employee Assistance Program.

7.10 DRUG FREE WORKPLACE:

GLDC is committed to providing a safe work environment and to fostering the well-being and health of its employees. That commitment is jeopardized when any employee illegally uses drugs on the job, comes to work under their influence, or possesses, distributes or sells drugs in the workplace. Therefore, the following policy has been established.

It is a violation of GLDC's policy for any employee to:

1. Possess, sell, trade, or offer for sale illegal drugs or otherwise engage in the illegal use of drugs on the job;
2. Report to work under the influence of illegal drugs or alcohol; or
3. Use prescription drugs illegally. (However, nothing in this policy precludes the appropriate use of legally prescribed medications.)

The goal of this policy is to balance our respect for individuals with the need to maintain a safe, productive and drug-free environment. The intent is to offer a helping hand to those who need it, while sending a clear message that the illegal use of drugs is incompatible with employment at GLDC.

Any employee covered under an applicable grant or contract who is convicted of, or pleads to, any criminal drug statute that relates to activities within the workplace must notify the GLDC President of such conviction or plea no later than

five (5) days after the conviction or plea. In addition, employees covered under an applicable grant or contract must execute a Drug-Free Workplace Agreement.

Violations of this policy are subject to disciplinary action up to and including termination.

7.11 WORKPLACE SMOKING POLICY

In keeping with GLDC's intent to provide a safe and healthful work environment, smoking is prohibited throughout the workplace. This policy applies equally to employees, customers and visitors.

7.12 WORKPLACE VIOLENCE POLICY

GLDC is committed to providing a safe, healthful workplace that is free from violence or the potential for violence. GLDC is committed to a "zero tolerance" policy with regard to workplace violence. Violent or threatening behavior can include physical acts, oral or written statements including electronic communications, harassing telephone calls, gestures and expressions or behavior and stalking. Individuals can report such behaviors to the President of GLDC. Individuals who engage in violent or prohibited behavior may be removed from the workplace and may be subject to disciplinary action up to and including dismissal, arrest, or other criminal prosecution.

7.13 DRESS CODE

All employees are expected to be neatly dressed and appropriately groomed. Please do not wear clothing that is extreme or unprofessional. You are a representative of GLDC and are expected to use good judgment as to your professional attire.

7.14 WORKPLACE SAFETY POLICY:

Safety at GLDC is not a corporate goal, it is a requirement!

GLDC employees shall:

- Work safely;
- Request help when unsure how to perform any task safely;
- Report any unsafe act to supervision;
- Work in such a manner as to ensure his/her safety as well as that of co-workers;
- Avail himself/herself of GLDC and industry sponsored safety programs;
- Use and maintain all safety devices provided;
- Maintain and properly use all tools under his/her control;
- Follow all safety rules;
- Provide fellow employees help with safety requirements;
- Report for work in clothing suitable for work and in such a manner that clothes and jewelry worn will not constitute a safety hazard;
- Strive to make all operations safe;
- Maintain mental and physical health conducive to working safely;
- Keep all work areas clean and free of debris;
- Assess result of their actions on the entire workplace;

- Replace or repair safety precautions removed or altered before leaving work area. Unsafe conditions will not be left to imperil others;
- Abide by the safety rules and regulations of the owner on their work sites;
- Work in strict conformance with OSHA regulations; and
- Report promptly all accidents and injuries observed, whether involving GLDC personnel or others.

7.15 RETURN OF COMPANY PROPERTY:

In the event of employee's termination of employment with GLDC, employee shall deliver to GLDC all personal property of GLDC in his/her possession, including, but not limited to, keys, passwords, identification cards, smartphones, computers, including laptops and tablets, PDA's and computer equipment belonging to GLDC and all documents, hard drives, flash drives, electronic communications, electronic data, paper files, e-mails, e-mail addresses, and all other electronic or paper documents and files that were created, produced, received, or maintained by employee in the course of his/her employment by GLDC in any capacity (the "Items"), and all such items created, produced, received or maintained by employee relating to GLDC. Employee shall not retain any copies of the items; and employee agrees he/she is further permanently enjoined from otherwise transferring, assigning, maintaining, damaging, possessing, or otherwise doing anything with the Items.

8.0 EMPLOYEE ACKNOWLEDGMENT FORM:

PLEASE PRINT AND RETURN TO AUTHORIZE REPRESENTATIVE

I have received the handbook and I understand and agree that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it. I acknowledge to GLDC that this handbook is neither a contract of employment nor a legal document. I have not relied on any of the policies and procedures set forth in this manual in accepting employment.

**EMPLOYEE'S
NAME (printed):** _____

EMPLOYEE'S SIGNATURE: _____

DATE: _____

PERSONAL DATA AND EMERGENCY INFORMATION:

ADDRESS: _____

PHONE NUMBER: _____

CHANGES IN DEPENDENT STATUS: _____

EMERGENCY CONTACT: _____

ADDRESS: _____

PHONE NUMBER: _____

GLDC Authorized Representative is Steve J. DiMeo.

THANK YOU