

Columbia Economic Development Corporation

EMPLOYEE HANDBOOK

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Contractual Disclaimer

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

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

100 INTRODUCTION

101 Welcome

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

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

102 Purpose of the Handbook

This handbook is designed to acquaint you with CEDC and its current policies. The policies are intended to inform you of current CEDC policies which may be changed or eliminated at CEDC's direction and without prior notice. CEDC also reserves the right to deviate from stated policies in appropriate cases as the need may arise.

103 Handbook Modifications or Changes

CEDC reserves the right to modify or change the provisions of this handbook from time to time in its discretion. As policies change, the handbook will be updated and maintained on CEDC website and the Human Resource file on CEDC's shared drive.

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

104 Open Door Policy

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

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

200 EMPLOYMENT MATTERS AND EMPLOYEE STATUS

201 The Americans with Disabilities Act (ADA)

CEDC does not discriminate against qualified individuals with a disability who, with or without reasonable accommodation, can perform the essential functions of the employment

position that such individual holds or desires. It is CEDC's policy to hire, promote, and maintain terms, conditions and privileges of employment in a manner which does not discriminate on the basis of a qualified individual's disability.

202 Equal Employment Opportunity

CEDC is an Equal Opportunity and Affirmative Action Employer. We do not discriminate on the basis of race, color, sex, sexual orientation, religion, age, national origin, marital status, disability, veteran status, or any other protected class by law.

It shall be the policy of CEDC to promote equal opportunity in employment to all qualified persons and employees and to base all employment decisions as to further the principle of equal employment opportunity. To this end, CEDC will not discriminate against any person or employee because of race, color, national origin, religion, sex, sexual orientation, age, disability, political affiliation, veteran status or any other protected class by law, and will take affirmative action to ensure that equal employment opportunity is realized.

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

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

203 Employment at Will

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

204 Hiring Procedures

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

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

205 Introductory Period

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

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

206 Termination of Employment/Resignation

Employees ending their employment with CEDC shall submit a letter of resignation indicating their last day of service with CEDC. Employees are encouraged to provide as much notice as possible to CEDC, with a minimum of two weeks' notice.

Failure to give adequate notice may affect future consideration for rehire.

207 Change in Status

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

300 ETHICAL CONSIDERATIONS AND CONFIDENTIALITY

301 Code of Ethics

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

302 Whistleblower Policy

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

303 CEDC Standards of Conduct

CEDC recognizes its unique role as a leader in the community, and its responsibility to its members, partners, and stakeholders to set high standards for performance, professionalism,

volunteer and charitable activities, and ethical conduct. As such, all employees of CEDC are expected to comport their conduct to these high standards.

304 Personal Gain

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

305 Accepting Gifts

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

CEDC prohibits employees, as well as members of their immediate families, from accepting gifts from contractors, vendors, consultants, or similar business contacts doing business with or seeking to do business with CEDC.

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

While it is recognized that less restrictive guidelines may exist at the municipal level, CEDC believes these heightened rules are critical to ensure the mission of CEDC without the appearance of favoritism.

306 Giving Gifts

CEDC also prohibits employees from giving gifts funded by CEDC.

307 Vendor Relations

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

308 Confidentiality

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

confidentiality policy constitutes grounds for corrective action including, but not limited to, immediate termination and possible legal recourse.

309 Protecting Proprietary Information

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

Protecting CEDC's information is the responsibility of every employee and CEDC all share a common interest in making sure it is not improperly or accidentally disclosed. In addition, only authorized employees are permitted to access CEDC files, lists and records and only to advance the business goals and mission of CEDC. Any violation of this policy may result in immediate termination.

310 Community and Public Relations

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

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

400 COMPENSATION AND BENEFITS

401 Employment Definitions

Full-Time Non-Exempt Employees ("Full-Time Hourly Employees") are employees hired by CEDC to work "full time", which is defined as working thirty-seven and half (37.5) hours per week and are eligible for overtime time, which is paid for all hours in excess of 37.5 hours and being paid 1 ½ times your hourly rate only for actual hours worked in excess of 40 hours per week. Paid time off is not counted towards the 40 hours for purposes of calculating overtime.

Full-Time Exempt Salaried Employees ("Salaried Employees") are employees hired by CEDC to work full-time and a full day is seven and half (7.5) hours. As a Salaried Employee, you are not eligible for overtime for hours worked in excess of 37.5 hours.

"Part-Time Employees" are hired by CEDC to work "part-time," which is defined as working a minimum of twenty (20) hours per week, but may work up to 32 hours per week as needed. However, as a part-time employee, CEDC only guarantees twenty (20) hours of work per week.

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

402 Hours of Employment/Work Week

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

Full-time Employees shall receive a minimum of 30 minutes unpaid lunch and up to a maximum of 60 minutes unpaid lunch based on each employee's established work schedule. Lunch schedules will be determined by CEO.

All employees eligible for overtime must receive prior approval before working overtime.

403 Absenteeism/Unauthorized Absence

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

404 Absences/Tardiness, Lost Time from Work

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

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

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

405 Performance Reviews

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

Beginning in January 2017, all employee performance appraisals will be conducted on the first week of June each year.

406 Compensation Reviews

A merit increase is awarded to recognize added skills, knowledge, or responsibilities that make an employee more valuable to the position and CEDC.

Merit increases may be considered for all employees. It should be made clear that there is no guarantee that an increase will be granted; it is strictly based upon CEDC's current financial condition and how the employee has performed in his/her position.

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

407 Medical Leave

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

To file a non-work related disability claim, it is the responsibility of the employee to request a NYS Form DB-450 from the Office Administrator. For job-related claims, see Worker's Compensation section below.

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

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

408 Salary Continuation Policy

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

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

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

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

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

409 Paydays

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

410 Health Insurance

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

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

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

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

Any eligible employee that chooses not to participate in health insurance upon hire or at the time of the next annual open enrollment scheduled to occur after the effective date of this manual shall receive a total stipend of \$5,200, paid out monthly in equal installments, upon proof of other insurance and subject to all applicable taxes and deductions.

411 Jury Duty/Testifying Witness

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

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

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

412 Holidays

CEDC will provide an annual list of holidays, no later than November 1st of the preceding year. The days below are those holidays that are paid holidays for 2016 only. All Full-Time Employees will be paid for these holidays if: (1) they have worked the day before the holiday; and (2) worked the day after the holiday. Any employee may obtain prior written authorization to be absent the day before or after a holiday and still be eligible for the paid holiday.

<u>Holiday</u>	<u>Date of Observance</u>
New Year's Day	January 1 st
Martin Luther King, Jr. Day	3 rd Monday in January
President's Day	3 rd Monday in February
Memorial Day	last Monday in May
Independence Day	July 4 th
Labor Day	1 st Monday in September
Columbus Day	2 nd Monday in October
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving	4 th Friday in November
Christmas Eve	December 24 th (observed December 23, 2016)
Christmas Day	December 25 th (observed December 26, 2016)

413 Personal Time Off (PTO)

1. Earning of Personal Time Off. Employees will earn Personal Time Off ("PTO") on an annual basis. As such, on January 1st, an employee's annual total will be front-loaded for use, with employee earning leave per pay period. Each employee will be provided PTO time for use annually, as follows:

<u>Years of Service</u>	<u>PTO Days</u>
1 Year	10 days
2 Years	15 days
5 Years	20 days

The PTO per calendar year shall be given for use for vacation, sick or personal time. Employees hired during the year will be limited to a pro-rated portion of PTO.

2. Rules for PTO Use. The following rules apply:
 - a. PTO will be accrued semi-monthly, although advanced on January 1st.

- b. PTO must be used within the calendar year awarded; please note, this time is not accumulated from year-to-year.
 - c. Absences due to illness and personal time of any nature will be categorized as PTO.
 - d. PTO is required to be taken at a minimum of 3.5 hour increments.
 - e. Requests for PTO requires approval of the CEO, unless there are extenuating circumstances.
 - f. Employees are required to use at least five (5) days of PTO consecutively.
3. Payment Upon Separation. Upon separation from service, employees will be paid for any earned, unused time (i.e., employee resigns on July 1st, 20 days loaded, however, only 10 days earned, 6 days already used, therefore only 4 days paid).

For employees, hired on or before November 1, 2016, if the employee has unused PTO at the end of the year, CEDC will compensate employee for up to 100% percent of the remaining time up to and including 10 days. For employees, hired on or after November 1, 2016, CEDC will not compensate employee for any unused PTO at the end of the year but such employee may carry over up to 5 days of unused vacation days into the next year.

414 Compensatory Time

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

In the event that a full-time exempt employee is approved and required to work in excess of 37.5 hours for CEDC matters and functions, employee shall receive compensatory time on an hour for hour basis.

All Compensatory time shall be used in the same pay period and communication with the CEO shall occur to ensure appropriate coverage of CEDC matters Failure to use compensatory time as provided above, will result in the loss of said hours.

415 Family and Medical Leave Of Absence Policy (FMLA)

Eligibility

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

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

Leave Entitlement

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

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

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

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

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

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

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

Maintenance of Health Benefits

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

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

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

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

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

Notice and Certification

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

You must complete the appropriate family/medical leave forms.

If you are requesting leave because of your own or a covered relation's serious health condition, the appropriate health care provider must supply medical certification. Obtain a medical certification form from CEDC. You should provide the medical certification 15 days after you request leave.

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

CEDC, at its expense, may require an examination by a second health care provider designated by CEDC, if it reasonably doubts the medical certification you initially provide. If the second health care provider's opinion conflicts with the original medical certification, CEDC, at its expense, may require a third, mutually agreeable, health care provider to conduct an examination and provide a final and binding opinion. CEDC may require subsequent medical recertification. Failure to provide requested certification within 15 days if such is practicable may result in delay of further leave until it is provided.

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

- any period of incapacity or treatment connected with inpatient care in a hospital, hospice, or residential medical-care facility, and any period of incapacity or subsequent treatment in connection with such inpatient care; or

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

Job Restoration

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

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

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

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

No Work While On Leave

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

416 Bereavement Leave

Full-Time Employees will receive five (5) paid days for the death of an immediate family member. Members of the immediate family include spouses, domestic partners, parents, brothers,

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

417 Military Leave

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

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

418 Statewide Elections

On Election Day, if employees do not have “sufficient time” outside of working hours to vote in statewide elections, you may take up to two (2) hours of paid time off at the beginning or end of the work shift. This policy only applies to Full-Time employees and Part-Time employees.

Sufficient Time is defined as four (4) consecutive hours either between the opening of the polls and the beginning of the work shift, or between the end of the work shift and the closing of the polls. If you have less than four consecutive hours you may take off so much working time as will create Sufficient Time as defined above, but under no circumstance time in excess of two hours. By law, once notified, CEDC will determine and designate whether the time will be provided at the end or beginning of your working shift.

Employees must provide notice of their intent to take this time off no more than 10, but not fewer than 2 days before the election.

419 Blood Donation Leave

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

420 Bone Marrow Donation

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

421 Workers' Compensation

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

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

422 Retirement Plans

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

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

423 Professional Development

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

500 OFFICE EQUIPMENT/COMPUTERS - PROPERTY/EQUIPMENT

501 Policy/Privacy

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

502 Employee Responsibility

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

503 Equipment Condition

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

504 Surrender of CEDC Property

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

505 Personal Telephone Calls/Mail

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

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

506 Texting

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

CEDC's policy prohibiting harassment, in its entirety, applies to texting. No one may text in a manner that may be construed by others as harassment or offensive based on race, color, religion, gender, age, national origin, disability, marital or domestic violence victim status, sexual orientation, genetic predisposition or carrier status, veteran status, or any other protected characteristic as established by Federal and State law.

507 Software Policy

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

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

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

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

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

Unacceptable Uses of E-mail and Internet System:

- E-mail and Internet access may not be used for transmitting, retrieving or storing any communications of a defamatory or harassing nature or materials that are obscene, offensive or inappropriate.
- Harassment of any kind is prohibited by CEDC's policy regarding discriminatory harassment.
- No messages with derogatory or inflammatory remarks about an individual's sex, race, age, disability, color, sexual orientation, religion or national origin may be transmitted or forwarded using CEDC's system.
- No abusive, profane or offensive language may be transmitted through CEDC's E-mail or Internet systems.
- CEDC's anti-harassment policy applies in full to E-mail and Internet use.
- ***Employees do not have a personal privacy right regarding any matter created, received, stored or sent from or on CEDC's E-mail or Internet system or computers.***

- CEDC's E-mail and Internet system may not be used for any purpose that is illegal, against CEDC policy or contrary to the CEDC's best interest.
- Solicitation of non-CEDC business or any use of CEDC's E-mail or Internet system for personal gain or personal business is prohibited (including but not limited to eBay, Amazon, social networking sites, such as Facebook, MySpace, LinkedIn, Twitter, Instagram, private businesses and other business ventures, and social dating sites).

Rules for Electronic Communications:

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

509 Driver's Licenses

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

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

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

510 Reporting Accidents

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

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

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

600 POLICIES AND PROCEDURES

601 Anti-Discrimination and Harassment Policy

POLICY & COMPLAINT PROCEDURE REGARDING DISCRIMINATION AND HARASSMENT

I. POLICY:

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

As such CEDC expressly prohibits any form of employee discrimination or harassment based on race, creed, religion, sex, national origin, age, disability, or an individual's status in any class protected as stated above by applicable federal, state, or local law. Improper

interference with the ability of our employees to perform their expected job duties will not be tolerated.

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

This policy applies to all non-employees, paid or unpaid interns, and clients of CEDC, as well as all contractors, and persons conducting business with CEDC. This policy prohibits harassment, discrimination and retaliation whether engaged in by fellow employees, by a supervisor or manager or by someone not directly connected to CEDC (e.g., an outside vendor, consultant or client).

Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during work trips, networking events, work meetings, job fairs and related events, and work-related social events.

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

II. DEFINITIONS:

A. Sexual Harassment is defined as:

Unwelcome sexual advances, request for sexual favors, and other verbal or physical conduct of a sexual nature when:

1. Submission to such conduct is made explicitly or implicitly a term or condition of an individual's employment (e.g., promotion, training, assignments, etc.);
2. Submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual; or
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

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

- Spoken or written words related to an individual's sex
- Any sexual advance that is unwelcome
- Sexually oriented comments
- Showing or displaying pornographic or sexually explicit objects or pictures in the workplace
- Offensive touching, patting or pinching
- Requests for sexual acts or favors
- Abusing the dignity of an employee through insulting or degrading sexual remarks or conduct
- Threats, demands or suggestions that an employee's work status is contingent upon her/his toleration of or acquiescence to sexual advances
- Subtle pressure for sexual activities
- Sexually charged or explicit jokes, stories and comments
- Leering at a person
- Visiting sexual or otherwise inappropriate websites or distributing the same via electronic mail.

Sexual harassment is gender neutral and may involve members of the same or different gender.

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

B. Other unlawful harassment:

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

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

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

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

- Distributing epithets, slurs, jokes, remarks, or negative stereotyping that are derogatory or demeaning to an individual's or group's characteristics or that promote stereotypes
- Threatening, intimidating or hostile acts
- Displaying or circulating in the workplace (including through e-mail, internet, or social networking sites, such as, but not limited to Facebook, MySpace, Instagram, Snapchat

or Google+) of written or graphic material that denigrates or shows hostility or aversion toward an individual or group, based on an individual's protected class.

III. PROCEDURE:

A. REPORTING DISCRIMINATION OR HARASSMENT

1. If an individual is subjected to a situation which he/she believes constitutes discriminatory harassment in violation of this Policy, CEDC recommends that the individual advise the harasser that his/her behavior is not welcomed and will not be tolerated; note that neither this policy nor state/federal law requires that an individual tell an alleged harasser to stop his/her actions. Employees should feel free to keep written records of any alleged harassment incidents, including the date, time, location, names of people involved, witnesses (if any), and who said or did what to whom.
2. If an alleged incident of discriminatory harassment cannot be resolved directly between the parties involved, a written or verbal complaint should be filed by the affected individual with the CEO/President. In the event the employee does not believe it would be appropriate to file the complaint with the CEO/President, Board Chair, or the Board Secretary and Ethics Officer, or in the event that the complaint is against the CEO/President, the complaint can be filed with the Board Chair and/or the Board Secretary and Ethics Officer.
3. All harassment complaints will be investigated as promptly as possible and resolved within a reasonable time after the receipt of the complaint. A determination on the complaint will be issued from the CEO/President, or his/her designee, or, in the event the complaint is handled by the Board Chair or his/her designee, by the Board Chair. All information gathered during an investigation of a harassment complaint will be handled in a confidential manner, to the extent possible.
4. The results will be communicated back to the complainant. In the event the alleged harasser is also an employee, they will also receive notification of the results of the investigation.

IV. RETALIATION:

1. No person covered by this Policy shall be subject to adverse action for reporting incidents of harassment or discrimination, or assisting in any investigation of such a complaint.
2. Retaliation against any individual making a discrimination or harassment complaint or assisting in the investigation of such a complaint is strictly forbidden.
3. Retaliation is a form of misconduct.

4. Retaliation, like discrimination and harassment, is against the law and is a serious violation of this policy.
5. Employees who retaliate against other employees who complain about discrimination or harassment and/or participate in an investigation of discrimination or harassment will be subject to disciplinary action.
6. Individuals subject to this policy who believe they have been subject to retaliation should immediately reports same to the CEO/President, Board Chair, and/or Board Secretary and Ethics Officer.

V. MISCELLANEOUS:

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

VI. RESPONSIBILITIES OF MANAGERS/SUPERVISORS:

- a. All managerial and supervisory personnel of CEDC shall be responsible for enforcing this Policy and shall have particular responsibility for ensuring that the work environment under their supervision is free from discriminatory harassment and its effects. Failure of a manager or supervisor to comply with this responsibility may result in disciplinary action.
- b. All managerial and supervisory personnel who receive discriminatory harassment complaints shall immediately forward such complaints to CEDC's CEO/President, Board Chair and/or Board Secretary and Ethics Officer.

- c. CEDC will conduct annual training for personnel on the issues surrounding discriminatory harassment, its effects and its appearances, and the role and responsibility of managerial/supervisory personnel in preventing incidents of harassment complaints.
- d. CEDC shall distribute this Policy to all employees and all others covered by its parameters. Copies of this Policy will be distributed to new employees as they are hired and provided at each annual training.
- e. Copies of this Policy will be conspicuously posted.

VII. LEGAL PROTECTIONS AND EXTERNAL REMEDIES

1. 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 CEDC 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.

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

2. Civil Rights Act of 1964

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

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

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

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

3. 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.

4. Contact the Local Police Department

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

Reviewed and approved 1/29/2019

602 Dress and Personal Appearance

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

603 Smoking Policy

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

604 Drug and Alcohol Policy

a. Purpose & General Policy

CEDC is committed to providing a safe working environment to protect our employees and others and to minimize the risk of accidents and injuries. For these reasons, all employees must report to work and remain completely free from the presence of alcohol, illegal drugs, or lawful drugs that impair cognitive function.

b. Drug Use/Distribution/Possession/Impairment

All employees are prohibited from manufacturing, cultivating, distributing, dispensing, possessing or using illegal drugs or other unauthorized or mind-altering or intoxicating substances while working. This policy does not prohibit the possession and proper use of lawfully prescribed drugs taken in accordance with the prescription, nor are employees to consume alcohol during work hours or be under the influence while working.

c. Discipline

Disciplinary action up to and including termination will be taken if any employee violates the policy, and by way of example:

- Uses illegal drugs or abuses legal drugs during working hours;
- Drinks alcoholic beverages during work hours, or at events representing CEDC, that impairs or affects job performance; or drinks alcoholic beverages to excess at a CEDC sponsored event;
- Possesses alcoholic beverages or illegal drugs on CEDC premises, including storage of such substances in the employee's vehicle when located on CEDC property;
- Reports to work under the influence of alcohol and/or drugs;

605 Workplace Safety-No Violence

It is the policy of CEDC to provide a work environment free from threatening, intimidating and violent conduct. As such, CEDC does not and will not tolerate fighting, threatening words or conduct. Thus any employees engaging in such conduct will be subject to disciplinary action, up to and including immediate termination. Weapons of any kind are strictly prohibited and not permitted on Company premises. Employees are also prohibited from carrying any weapons to hospitals, doctors' offices or other customer locations while performing one's duties and are grounds for immediate termination. Employees that feel they are subjected to threatening, intimidating or violent conduct in the workplace are encouraged to remove themselves from the environment and immediately report same to the CEO of CEDC.

606 Travel and Expense Reimbursement Policy

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

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

CONCLUSION

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

F. Michael Tucker, CEO

Appendix A

RECEIPT: ACKNOWLEDGEMENT

I, _____, acknowledge receipt of the CEDC Employee Handbook provided to me on _____, 20___. I agree to read and become familiar with its contents. I understand the Employee Handbook is not intended to provide any assurance of continued employment and the policies contained in it may be changed without warning or notice to me, and it is not an employment contract. I further understand, in the absence of a special employment agreement to the contrary authorized in writing by an officer of CEDC, my employment and compensation with CEDC is for no definite period of time and may be changed or terminated at any time by CEDC with or without cause, and with or without notice.

Print name

Signature of employee

Date

Appendix B

Acknowledgment Form

I acknowledge that I have received a copy CEDC's Policy and Complaint Procedure Regarding Discrimination and Harassment. I agree that I have read the policy thoroughly and agree to abide by such policy. Further, I agree that if there is any provision that I do not understand, I will seek clarification from the CEO/President.

Date: _____

Signature: _____

Print Name: _____

**COLUMBIA ECONOMIC DEVELOPMENT CORPORATION
HARASSMENT COMPLAINT FORM**

Instructions:

If you have a complaint, please complete this form and hand deliver to the CEO/President, Board Chair or Board Secretary and Ethics Officer. NOTE: You can submit a verbal complaint.

To protect your rights, it is important that you file your complaint as soon as possible after the alleged discriminatory act took place.

A. General Information:

Name: _____

Address: _____

Telephone #: (Work) _____

(Home) _____

Department Employed In: _____

Department Head: _____

NATURE OF HARASSMENT

B. Alleged Harassment Incident:

1. Please describe the incident (If necessary, attach additional sheets to this form.):

2. Specifically:

a. Name(s) of the party responsible for the alleged incident:

b. Date & Time: _____

Place: _____

c. First Incident: Yes _____ No _____

If not first incident, please list date, time and place of previous incident(s):

d. Describe your reaction(s) the alleged incident(s):

e. List any witness(es) to the alleged incident(s):

I, _____, affirm that I have read the above complaint and that it is true to the best of my knowledge, information and belief.

Signature

Date