

Employee Handbook

- Employee Handbook 1
 - **Attention** 3
- PURPOSE OF THIS HANDBOOK..... 5
 - Acknowledgment of Handbook Receipt 4
 - Equal Employment Opportunity 4
 - Reasonable Accommodations for Employees with Disabilities and Pregnancy-related Conditions..... 5
 - Discrimination and Anti-Harassment Policy 5
 - Prohibited Conduct 6
 - Complaint Procedure 7
 - Workplace Violence..... 8
 - Conscientious Employee Protection Policy “Whistleblower Act” 8
- PAY POLICY 10
 - Employee Classifications / Hours of Work..... 10
 - Regular Full-Time Employees 10
 - Regular Part-Time Employees 10
 - Temporary Employees..... 10
 - Compensation Classifications 10
 - Hourly 10
 - Salaried 10
 - Introductory Employee Period 11
 - Payday..... 11
 - Payroll Deductions 11
- EMPLOYEE BENEFITS..... 12
 - Medical Insurance..... 12
 - Dental and Vision Insurance 12
 - Eyeglass Reimbursement..... 12
 - Health Care Expense Account Plan (FSA) 13
 - Dependent Care Account Plan..... 14
 - Vacation 14
 - Holidays..... 15
 - Absences 16

Sick Days	16
Sickness of Family Members	17
Bereavement	17
Jury Duty.....	17
Leaves of Absence.....	18
Medical and Family Leaves of Absence.....	18
Paid Family Leave Insurance	25
Disability Insurance	26
Life Insurance	27
Tax Deferred Annuity	27
Jewish Community Center (JCC) Membership	28
Effect of Termination of Employees on Benefits	28
Disability Benefits	29
COBRA.....	29
Sunshine Fund	31
EMPLOYMENT DEVELOPMENT	33
Complaint Policy	33
Confidentiality.....	33
In-House Educational Programs	34
Reimbursement for Authorized Expenses.....	34
Licensing and Certification.....	34
Personal Information	34
Inclement Weather Notification.....	35
EMPLOYEE RESPONSIBILITIES	36
Attendance	36
Lateness Policy.....	36
Drug and Alcohol Abuse	36
Smoking	37
Dress Code Policy.....	37
Standards of Conduct and Ethical Behavior	37
Personal Telephone Calls, Mail, Email, Electronic Equipment & Cell Phones	38
Solicitation and Distribution.....	39
Conflicts of Interest.....	40

****Attention****

THIS EMPLOYEE HANDBOOK AND THE POLICIES, PRACTICES AND PROCEDURES IT CONTAINS, ARE APPLICABLE TO ALL EMPLOYEES OF JEWISH FEDERATION OF GREATER METROWEST NJ ("FEDERATION"). UNIONIZED EMPLOYEES ARE SUBJECT TO THE COLLECTIVE BARGAINING AGREEMENT ("CBA") NEGOTIATED BETWEEN FEDERATION AND THE COMMUNITY AND SOCIAL AGENCY EMPLOYEES UNION, DISTRICT COUNCIL 1707, AFSCME, AFL-CIO, LOCAL 215. IN THE EVENT OF A CONFLICT BETWEEN ANY TERMS OF THIS EMPLOYEE HANDBOOK AND THE EXPRESS TERMS OF THE CBA, THE TERMS OF THE CBA WILL GOVERN WITH REGARD TO THOSE EMPLOYEES, AND THIS EMPLOYEE HANDBOOK WILL COVER ALL TERMS AND CONDITIONS OF EMPLOYMENT NOT COVERED BY THE CBA.

THE POLICIES, PRACTICES AND PROCEDURES PUBLISHED BY FEDERATION AS CONTAINED IN THIS EMPLOYEE HANDBOOK ARE NOT IN ANY WAY TO BE INTERPRETED AS AN EMPLOYMENT CONTRACT BETWEEN FEDERATION AND ANY OF OUR EMPLOYEES.

THERE ARE NO PROMISES OF ANY KIND BY FEDERATION CONTAINED IN THIS EMPLOYEE HANDBOOK. REGARDLESS OF WHAT THIS EMPLOYEE HANDBOOK SAYS OR PROVIDES, FEDERATION RESERVES ITS RIGHT TO CHANGE WAGES, BENEFITS, AND ALL OTHER TERMS AND CONDITIONS OF EMPLOYMENT, AND ANY POLICY OR PROVISION SET OUT IN THIS HANDBOOK AT ANY TIME IN ITS SOLE DISCRETION.

BOTH FEDERATION AND OUR EMPLOYEES HAVE THE RIGHT TO END THE EMPLOYMENT RELATIONSHIP AT ANY TIME, WITH OR WITHOUT CAUSE AND WITH OR WITHOUT PRIOR NOTICE. NOTHING IN THIS EMPLOYEE HANDBOOK SHOULD BE INTERPRETED AS IN ANY WAY CHANGING OR MODIFYING ANY EMPLOYEE'S AT WILL EMPLOYMENT OR AS CONSTITUTING A GUARANTEE OF EMPLOYMENT WITH FEDERATION FOR ANY SPECIFIC PERIOD OF TIME.

THIS EMPLOYEE HANDBOOK SUPERSEDES AND REPLACES ALL PRIOR OR EXISTING HANDBOOKS, MANUALS, WRITTEN POLICIES, MEMOS, E-MAILS, ORAL POLICIES OR PRACTICES IN EFFECT, OR STATEMENTS MADE, PRIOR TO THE EFFECTIVE DATE PRINTED ON THE COVER OF THIS EMPLOYEE HANDBOOK.

We welcome you to Jewish Federation of Greater MetroWest NJ (Federation). This Handbook is designed to communicate the policies and procedures of Federation to all employees. Since there is much for you to learn about your job, this Handbook is a good place to start. We couldn't possibly cover everything in this Handbook; therefore, you should consult your supervisor or Human Resources, who can provide additional information if necessary.

This Handbook applies to all employees except as otherwise noted. Unionized employees are subject to the Collective Bargaining Agreement (Agreement) negotiated with the Community and Social Agency Employees Union, District Council 1707, AFSCME, AFL-CIO and Local 215. Where this Handbook and the Agreement conflict in any way, the Agreement shall prevail as it relates to unionized employees.

Periodically, Federation will revise specific policies or the entire Handbook as changes in federal, state and local laws occur. Federation will notify you of any policy changes as they occur. If any policy in this Handbook is found to be inconsistent with any law, that policy shall be deemed modified to comply with that law.

Federation reserves the right to change benefits, terms and procedures set forth in this Handbook at any time, without advance notice.

Acknowledgment of Handbook Receipt

Please sign the acknowledgment form and return it to Human Resources to be placed in your personnel file. This Handbook provides important information regarding employment with Federation. Please read it carefully and, if anything is unclear, contact Human Resources immediately.

Equal Employment Opportunity

It is the policy of Federation to provide equal employment opportunity for all applicants and employees regardless of race, color, religion, creed, national origin, ancestry, age, sex, gender (including gender identity or expression), pregnancy (including childbirth and related medical conditions), sexual orientation or preference, marital status, civil union and domestic partnership status, veteran status, disability, alienage/citizenship status, domestic violence victim status, arrest record, conviction record, genetic information and predisposing genetic characteristic, and membership in any other legally protected classification, in all employment practices, including hiring, recruitment, promotion, demotion, training and compensation.

Federation makes decisions concerning employment based on an individual's qualifications and ability to perform the job under consideration, the comparative qualifications and abilities of other applicants or employees, and the individual's past performance within the organization. All decisions regarding the wages, benefits and other forms of compensation paid to each employee are made without regard to the protected status of any employee. All positions involving substantially similar work, when viewed as a composite of skill, effort and responsibility, will offer equal levels of pay. Any variations in actual pay among employees holding the same position or positions involving substantially similar work will be based on objective bona fide factors, such as an employee's training, education, experience, length of service with Federation, and the documented quantity and quality of work performed by individual employees.

Reasonable Accommodations for Employees with Disabilities and Pregnancy-related Conditions

Federation will consider requests for reasonable accommodation from any qualified employee with a disability, who requires a reasonable accommodation(s) in order to perform the essential functions of his/her job. Federation also will consider requests for reasonable accommodation from any qualified employee who is pregnant or has a pregnancy-related medical condition and requires a reasonable accommodation(s) in order to perform the essential functions of her job.

Only a qualified employee with a disability or pregnancy related condition may be granted a reasonable accommodation. A qualified employee is an individual who satisfies the requisite skill, experience, education and other job-related requirements of the position held or desired, and who can perform the essential functions of that position, with or without reasonable accommodation.

Reasonable accommodations are specific to the particular needs of each qualifying employee and the particular demands of the position. The following are just some examples of possible reasonable accommodations, which a qualifying employee might request: modified or additional tools and/or equipment; modified work schedule; reassignment to a vacant position, etc. Any qualified employee seeking a reasonable accommodation must speak to Bonnie Sterling, Vice President, Human Resources, bstirling@ifedgmw.org or 973-929-3082.

Federation may require an employee seeking an accommodation to provide documented medical evidence of a disability or pregnancy related medical condition, the need for an accommodation, and the extent to which the employee is limited due to the disability or pregnancy related medical condition. Prior to granting any reasonable accommodation, Federation also may require the employee to undergo a medical examination to confirm the need for an accommodation and to help determine an appropriate accommodation in each individual circumstance. Federation reserves its right to determine what, if any, reasonable accommodation it can/will grant in response to each request, mindful of any medical documentation received, and will discuss each request with the employee before finalizing its decision. Federation will not grant any reasonable accommodation, which will cause Federation to endure, incur or experience an undue hardship based on financial or operational impacts.

Discrimination and Anti-Harassment Policy

Our Jewish Federation is deeply committed to proactively providing and safeguarding a work environment that promotes your personal and professional ability to thrive without fear of discrimination or harassment. We take, clarify and update these policies in our role as a corporate entity that adheres to the letter and to the spirit of the law, as a public benefit organization that promotes the welfare of our larger community and reflects the same commitment internally, and no less equally as your Jewish community. Long before contemporary lawmakers codified discrimination and harassment as illegal, Jewish communal leadership recognized and denounced such behavior.

As we CARE for others, BUILD for others, and SAVE others, we also commit to caring for our own spiritual and personal well-being, building interdependent relationships of respect, and safeguarding our Jewish and civic values to create a vibrant Greater MetroWest.

This policy reflects Federation’s commitment to provide a professional work environment that is free of all forms of discrimination and harassment. The policy applies to all of Federation’s employees, job applicants, interns and work environments, whether in a Federation facility or in a Federation-related setting, including social events. This policy also applies to all vendors, volunteers, guests, lay leaders, board members, contractors, customers, agents and suppliers who do business with or visit Federation, its employees and facilities. The CEO, along with the Vice President, Human Resources, will jointly monitor compliance with this policy.

We prohibit discrimination, sexual harassment and workplace harassment based upon an individual’s race, color, religion, creed, national origin, ancestry, age, sex, gender (including gender identity or expression), sexual orientation or preference, marital status, civil union and domestic partnership status, veteran status, disability, alienage/citizenship status, domestic violence victim status, arrest record, conviction record, genetic information and predisposing genetic characteristic, and membership in any other legally protected classification (collectively, “protected status”). For purposes of this policy, “harassment” is unwelcome physical, verbal, electronic or visual conduct that denigrates or shows hostility or aversion towards an individual because of his or her sex or other protected status where: (i) an employee’s submission to such conduct is made explicitly or implicitly a term or condition of employment; (ii) an employee’s submission to or rejection of such conduct is used as the basis for employment decisions; or (iii) the conduct creates a hostile or offensive work environment and unreasonably interferes with the employee’s work performance. The prohibition against sexual and other forms of workplace harassment applies equally to male and female employees and includes harassment where the harasser and the victim are the same protected status or any other protected status.

Prohibited Conduct

Examples of conduct that would violate this policy include, but are not limited to:

- requests for sexual favors, where the requests are linked explicitly or implicitly to threats or promises regarding employment with Federation, promotional opportunities, salary level, bonuses, work assignments, transfers, evaluations, or any other term or condition of employment;
- unwelcome sexual advances or propositions, leering, whistling, or suggestive or obscene comments or gestures;
- unwelcome sexual contact, such as inappropriate touching, kissing, or any offensive or abusive physical contact;
- unwelcome jokes, innuendos, epithets or slurs or other unwelcome remarks with sexual content or content based on an individual’s race, ethnicity or other protected characteristic;
- verbal abuse of a sexual nature or based on any other protected status and sexually graphic verbal comments;
- unwelcome commentary about an individual’s body, whether intended to be complimentary, sexual prowess or sexual deficiency;
- the display of objects or pictures of a derogatory or degrading nature; and
- computer or voicemail transmissions containing sexual content or jokes or derogatory statements regarding a protected status.

You are expected to ensure that unlawful harassment does not occur. All managers and supervisors are responsible for enforcing compliance with this policy. If a manager or supervisor either observes conduct that appears to violate this policy or receives a complaint of conduct that would violate this policy, then he or she must immediately report the incident to the Vice President, Human Resources so that an appropriate investigation can commence.

Complaint Procedure

Early reporting and intervention have proven to be the most effective methods of resolving actual or perceived incidents of harassment. Therefore, while no fixed reporting period has been established, Federation strongly urges the prompt reporting of complaints or concerns so that rapid and constructive action can be taken. Any employee or individual covered by this policy who believes he/she has been subject to harassment or discrimination should and is encouraged to bring the matter to the attention of his or her immediate supervisor and/or the Vice President, Human Resources immediately. If a complaint concerns a Board member, it should be reported to the Chair of the Board Governance Committee, or President of Federation, or CEO.

Upon receiving a complaint, a prompt investigation of the alleged incident will be conducted, and appropriate corrective action will be taken if warranted. All complaints and investigations will remain confidential to the extent possible. A signed copy of the Unlawful Workplace Harassment and Discrimination Policy will be in each employee's personnel file and a copy will be conspicuously posted in each workplace.

Federation prohibits retaliation of any kind against any employee for reporting harassment, assisting in making a harassment complaint or cooperating with a harassment investigation. Any employee who believes that he or she has been retaliated against should immediately report this conduct to any one of the following individuals: their supervisor, or if the individual does not feel comfortable reporting to their supervisor, to a different supervisor or manager, or to the Vice President, Human Resources.

If Federation's investigation of a discrimination, harassment or retaliation complaint concludes that this policy has been violated, then appropriate action will be taken, which may include for example, barring the individual from participating in a Federation event. It could include training, referral to counseling, monitoring of the offender and/or disciplinary action such as warning, reprimand, withholding of a promotion or pay increase, reduction of rate of pay, demotion, reassignment, temporary suspension without pay, or termination from employment. If an employee making a complaint does not agree with its resolution, the employee may appeal to Federation's CEO. In addition, individuals who are found to engage in harassment or retaliation may be subject to personal liability in any legal action against him or her.

Workplace Violence

Federation is committed to maintaining a working environment that is free from workplace violence. Federation does not tolerate violence or the threat of violence against any employee, visitor, or other individual in, or arising out of, the workplace. This prohibition includes statements made in jest, horseplay, and any activity that can be perceived as intended to inflict, or that may potentially result in, physical harm. The presence of weapons and the occurrence of violence in the workplace during working hours, on Federation property or at any time and place when conducting Federation-related business are inconsistent with these objectives and are strictly prohibited. Employees aware of any threat (expressed or implied) or act of violence must immediately report such conduct to their supervisor or Vice President, Human Resources. Violations of this policy will result in disciplinary action up to and including immediate termination of employment.

Any non-employee found to have done or said something(s) in violation of this policy will be subject to consequences appropriate to that individual, and/or the organization he/she represents.

Any questions about the scope or operation of this policy should be directed to your supervisor or Human Resources.

Conscientious Employee Protection Policy “*Whistleblower Act*”

[Click here to view the NJ Whistleblower Act Notice](#)

Employees have the right to complain of workplace practices or policies that they believe to be in violation of law, against public policy and/or fraudulent or unethical. Federation shall not take any adverse employment action against an employee, or otherwise retaliate against an employee for any of the following:

- a. Discloses, or threatens to disclose to a supervisor or to a public body an activity, policy or practice of Federation, or another employer, with whom there is a business relationship, that the employee reasonably believes:
 - (1) Is in violation of a law, or a rule or regulation promulgated pursuant to law, including any violation involving deception of, or misrepresentation to, any donor, volunteer, employee, former employee, retiree or pensioner of Federation or any governmental entity or
 - (2) Is fraudulent or criminal, including any activity, policy or practice of deception or misrepresentation which the employee reasonably believes may defraud any donor, volunteer, employee, former employee, retiree or pensioner of Federation or any governmental entity;
- b. Providing information to, or testifying before any public body investigating, hearing or inquiry into any violation of law, or a rule or regulation promulgated pursuant to law; or
- c. Objects to or refuses to participate in any activity, policy, or practice that the employee reasonably believes:

- (1) Is a violation of law, or a rule or regulation, promulgated pursuant to law, including any violation involving deception of, or misrepresentation to, any shareholder, investor, client, patient, customer, employee, former employee, retiree or pensioner of Federation or any governmental entity;
- (2) Is fraudulent or criminal, including any activity, policy or practice of deception or misrepresentation which the employee reasonably believes may defraud any shareholder, investor, client, patient, customer, employee, former employee, retiree or pensioner of Federation or any governmental entity; or
- (3) Is incompatible with a clear mandate of public policy concerning the public health, safety or welfare or protection of the environment.

Federation has designated the Vice President, Human Resources to receive complaints and answer employee questions regarding this policy.

In accordance with law, a copy of this policy is posted, and a copy of the law will be distributed to all employees annually.

PAY POLICY

Employee Classifications / Hours of Work

Regular Full-Time Employees

Regular full-time employees are those scheduled to work at least thirty-five (35) hours per week on a regular basis. Such employees shall be eligible to receive the benefit package as set forth in this Handbook, following completion of any applicable waiting periods.

Regular Part-Time Employees

Regular part-time employees are those scheduled to work less than thirty-five (35) hours per week on a regular basis, for an indefinite period. Such employees are entitled to receive only certain benefits specifically stated in this Handbook. Benefit entitlements may vary based upon the actual number of hours worked per week.

Temporary Employees

Temporary (or per diem) employees are those hired for a fixed time period or for specific projects of limited duration. Such employees are not entitled to any benefits.

Compensation Classifications

Hourly

Hourly employees work and are paid an hourly rate of compensation for all hours worked. Hourly employees are eligible for overtime pay, at a rate of one and one-half times their hourly rate, for all hours worked in excess of thirty-seven and one half (37.5) hours in any one week for contract employees and forty (40) hours in any one week for non-contract employees.

Salaried

Salaried employees receive a fixed weekly sum for all hours worked each week.

Non-Exempt

Some salaried employees are non-exempt and, therefore, entitled to receive overtime pay in addition to their weekly salary. Salaried non-exempt employees shall receive one and one-half times their hourly rate for all hours worked over thirty-seven and one-half (37.5) hours for contract employees and forty (40) hours for non-contract employees. This includes employees in some clerical and some administrative categories.

Exempt

Executives, supervisors, and professionals are paid a salary which covers all hours, regardless of the number of hours worked, and are **not** entitled to overtime pay.

Introductory Employee Period

Federation requires that all employees satisfy an introductory employment period during which the employee can learn his/her job and familiarize himself/herself with the way Federation operates. Federation can then evaluate the employee's fit within Federation. During the introductory period, an employee may not take vacation or paid sick time.

Completion of any introductory period in no way entitles the employee to employment of any fixed duration. Except as set forth in any collective bargaining agreement, all employees are "at-will" and can be terminated at any time for any reason or no reason at all, except as prohibited by law. The introductory period is three (3) months for all employees.

Payday

Payday is semi-monthly, on or around the 15th and 31th of the month, or last workday of the month. If the regular payday falls on a holiday or weekend, direct deposits will be made on the previous workday.

Every effort is made to avoid errors in your paycheck. If an error should occur, inform payroll so that an appropriate adjustment can be made in your next paycheck. All payment information can be found on the Paycom website: paycom.com. All employees will be set up with direct deposit after the first pay period for new employees.

Payroll Deductions

Mandatory Payroll Deductions - Federation will make deductions from each employee's pay as authorized by the employee and/or as required or permitted by law. Examples of mandatory withholding/deductions include: federal, state and local income taxes, federal unemployment tax, FICA (Social Security and Medicare), Unemployment Insurance, Temporary Disability Insurance, Paid Family Leave Insurance, and child support and other court-mandated garnishments. There also are additional types of deductions, which are permissible under state law.

Tax withholdings are based on information each employee provides to Federation on IRS form W-4. Employees may submit revised W-4 forms at any time, and any changes generally will be implemented by the second payroll period following submission to the payroll service.

Federation will comply with the salary basis requirements for exempt employees provided by the Fair Labor Standards Act. Therefore, no improper deductions from the salary of employees will be permitted, particularly as to exempt employees. Federation wants employees to be aware of this policy and that Federation does not allow deductions that violate state and/or federal wage and hour laws. If there are any questions regarding the propriety of such deductions, please contact the Vice President, Human Resources.

Employees who believe that an improper deduction has been made should immediately report this information to the Vice President, Human Resources. Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, Federation will reimburse the affected employee(s) promptly to correct any confirmed, improper deduction, and will take any action it deems necessary to ensure compliance with the salary basis test in the future.

EMPLOYEE BENEFITS

Employees (except temporary employees) working thirty (30) hours or more per week are entitled to the benefits listed in this section, unless otherwise noted. Employees working between twenty (20) and thirty (30) hours per week may receive a pro rata share of all applicable entitlements, wherever practicable, based upon the average weekly hours worked.

The following provides information concerning benefit eligibility and what happens in the event an employee terminates employment, retires, becomes disabled or takes a leave of absence. Please refer to the applicable Summary Plan Descriptions for specific plan details.

Throughout this section and the entire Handbook, each reference to spouse should be understood and is intended to include married spouses, civil union partners and domestic partners.

Medical Insurance

Federation offers a comprehensive medical insurance package for employees working thirty (30) or more hours per week. An employee is eligible for coverage on the first day of the month following thirty (30) days of employment. Employees are eligible for health insurance for themselves and dependent children only, coverage for spouse/domestic partner is contingent on spouse's availability for health insurance coverage through his/her employer. If spouse's employer does not offer health insurance coverage or if spouse is unemployed or otherwise not eligible for other health insurance benefits, then employee may add spouse to his/her Federation provided health plan. An annual census shall be conducted by Federation to ascertain the availability of health insurance coverage within the household.

Employees are required to pay a portion of the monthly premium for their coverage through pre-tax payroll deductions.

The terms and conditions of the medical insurance plan and its coverage are governed by insurance contracts between Federation and the insurance carrier or carriers involved. These terms and conditions are contained in the Summary Plan Description.

Federation reserves the right to change, modify or terminate this benefit and its conditions in the future without advance notice, subject to any outstanding contracts or requirements of law.

Dental and Vision Insurance

Federation offers dental and vision insurance for employees working thirty (30) or more hours per week. An employee is eligible for coverage on the first day of the month following thirty (30) days of employment. Employees are eligible for dental and vision insurance for themselves, spouses and dependents. Employees pay the full monthly premium for dental and/or vision coverage through pre-tax payroll deductions.

Eyeglass Reimbursement

Federation provides the **employee only** with an eyeglass/contact lenses reimbursement of up to \$75 every two (2) years.

Health Care Expense Account Plan (FSA)

Federation has made available to all employees a Health Care Expense Account Plan, also referred to as a Flexible Spending Account. Under this program, employees may contribute between two hundred sixty dollars (\$260) and the IRS allowed maximum (\$2700 in 2019) pre- tax per calendar year. Contributions will be deducted from the employee's gross salary to be used to reimburse the employee for allowable health care costs that have not been reimbursed by the health plan, as directed by the employee. These expenses include, but are not limited to:

- Deductibles, coinsurance amounts, and co-payments not paid under the employee's or the employee's spouse's medical plan;
- Medical expenses over and above reasonable and customary limits or in excess of plan year maximums; and
- Expenses not covered under medical plans, such as eyeglasses, contact lenses, non-covered procedures under a dental plan.

Expenses not eligible for reimbursement under the Health Care Expense Account Plan/Flexible Spending Account include:

- Expenses paid by any other plan;
- Expenses that are not allowed as tax deductions by the IRS for Federal Income Tax purposes;
- Premiums paid for other health insurance; or
- Expenses for cosmetic surgery except if necessary, to correct a condition relating to a disease, congenital abnormality or accident.

A complete listing of the expenses eligible for reimbursement can be found in IRS Publication 502.

Employees must elect to participate in this plan in writing, prior to the beginning of each calendar year. Elections remain in effect until the end of the following calendar year unless the employee has a change in family status. Changes in family status include marriage, birth or adoption of a child, loss of dependents through death or divorce, the commencement or termination of a spouse's employment, a change in employment status (i.e., part-time to full-time), the commencement or termination of an unpaid leave of absence by the employee or his/her spouse or a significant change in an employee's or an employee's spouse's health coverage attributable to the spouse's employment.

Employees may submit claims against their Account for up to the total election amount at any time after January 1 through March 31 of the following year. If, by March 31 of the following plan year, you have not requested reimbursement for health care expenses incurred during the prior calendar year, the amount in your account greater than \$500 will be forfeited according to IRS regulations. Complete details of the plan may be obtained by contacting Human Resources.

Dependent Care Account Plan

Federation has made available to any qualifying employee a Dependent Care Account Plan. Under this plan, employees can elect to have up to five thousand dollars (\$5,000), or twenty-five hundred (\$2,500) for 2019, if the employee is married and filing separately, per calendar year deducted from the employee's gross salary pre-tax and used to pay the cost of dependent care such as daycare, pre-school or day camp. Eligible dependents must live with you, be claimed on your federal income tax return, and must be under age 13, or be a disabled older child or parent. Contributions are not subject to federal income and Social Security taxes. This election must be made in writing before January 1 of each year and submitted to the Human Resources department.

The Dependent Care Account Plan is governed by Internal Revenue Code Section 129. Under this section, specific rules, such as the following, exist:

- The annual amount designated for such care may not be increased above the limits stated above.
- To obtain reimbursement under the plan, the employee must submit the social security or tax identification number of the dependent care provider.
- Reimbursement under the plan will be made up to the amount in the employee's account at the time a claim is filed. Any excess claimed will be reimbursed in future months, as money becomes available.
- Any money withheld and not claimed to pay a dependent care provider will be forfeited according to IRS regulations.

Please refer to the Summary Plan Description of this program for additional guidelines. For information concerning this plan, contact Human Resources.

Vacation

The following vacation practice applies to full time non-Contract employees:

After one full year of service	ten working days
After three full years of service	twelve working days
After five full years of service	fifteen working days
After eight full years of service	seventeen working days
After ten full years of service	nineteen working days
After thirteen full years of service	twenty-one working days
After fifteen full years of service	twenty-three working days

Part time employees who work 20 or more hours per week receive a prorated portion of the above listed working days.

Contract employees receive vacation as per the Collective Bargaining Agreement.

NOTE: Employees who presently receive vacation benefits in excess of the foregoing schedule shall continue to receive their present vacation benefits.

Vacation days earned in a given fiscal year (between July 1 and June 30) must be taken prior to June 30 of the next fiscal year or they will be forfeited. The vacation period is July 1st from one year until June 30th of the next year. As an example, vacation days earned between July 1, 2018 and June 30, 2019 may be used as they are accrued but will expire as of June 30, 2020. Therefore, vacation days may not be carried forward beyond the fiscal year following the year in which they were earned.

- All vacation requests must be submitted in advance and approved by your supervisor.
- Changes in vacation requests must be submitted in the payroll system and approved by your supervisor.

Vacation scheduling shall be arranged by mutual agreement between you and your supervisor. Supervisors must consider staffing requirements. Federation reserves the right to determine vacation scheduling.

Employees terminating voluntarily or involuntarily will be paid for all accrued unused vacation days available for use during the current fiscal year in their final paycheck. Employees leaving Federation after less than six (6) months of service shall not be entitled to any vacation pay.

Employees may request a half-a-day for vacation. When requesting vacation time when the building is scheduled to close a half day for holiday, employees will only be charged half-a-day vacation.

Holidays

We observe nine (9) paid legal holidays each calendar year. They are:

- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Friday After Thanksgiving
- Christmas Day

A legal holiday occurring on a Sunday will generally be observed on the following Monday. Holidays falling on Saturday are observed on that Saturday only.

Part-time employees are not entitled to holiday pay unless the holiday falls on their regularly scheduled workday.

Federation also recognizes the following paid religious holidays for most employees, providing they occur on a workday:

- Passover (first two and last two days)
- Shavuot (two days)
- Rosh Hashanah (two days)
- Yom Kippur (one day)
- Succoth (first two and last two days)

Absences

Sick Days

Full-time employees who have successfully completed their introductory employment period are entitled to accrue fifteen (15) paid sick days per year. Part-time employees, working twenty (20) or more hours per week are entitled to accrue a pro rata share of paid sick days based upon the average weekly hours worked. If these days are unused at year-end they may be carried over to a maximum of fifty (50) days from year to year. All days beyond fifty (50) are forfeited. No sick time will be paid during the employee's introductory employment period.

In compliance with the New Jersey Earned Sick Leave Law of 2018, employees who regularly work less than 20 hours per week are eligible to earn sick leave at the rate of 1 (one) hour of sick leave for every 30 (thirty) hours worked, to a maximum of 40 (forty) hours of sick leave per year.

If employment is terminated either voluntarily or involuntarily, or if the employee retires, the employee is **not** entitled to receive pay for unused sick days.

Employees may use accrued, paid sick leave if the employee needs to be absent for any of the following reasons:

- the employee is unable to work due to his/her mental or physical illness, injury or health condition or need for medical diagnosis, care or treatment of a physical or mental health illness, injury or condition or for preventive medical care; or
- the employee needs to care for a family member, who needs medical diagnosis, care or treatment of a physical or mental health illness, injury or condition or for preventive medical care; or
- the employee needs to care for a child whose school or childcare provider is closed by order of a public official due to a public health emergency, or the Company closes by order of a public official due to a public health emergency; or
- the employee needs to address circumstances arising from domestic or sexual violence against the employee or a family member; or

- the employee needs to attend his/her child's school related meeting, conference, or event requested or required by a school administrator, teacher, or other professional staff member responsible for the child's education, or to attend a meeting, conference or event regarding care provided to the child related to his/her conditions or disability; or
- the employee needs to take care of his/her child(ren) when school/child care is closed due to a public health emergency.

For purposes of sick leave only, "family member" shall be defined as an employee's child (biological, adopted, step or foster child; legal ward; child of a domestic partner or civil union partner); grandchild; sibling; spouse; domestic partner or civil union partner; parent, grandparent; or spouse, domestic partner, or civil union partner of an employee's parent or grandparent; sibling of an employee's spouse, domestic partner, or civil union partner; any other individual related by blood to the employee; any individual whose close association with the employee is equivalent to family.

Abuse of this and all absence policies subjects the employee to discipline up to and including discharge.

Federation requires employees provide satisfactory medical evidence before returning to work from any illness extending beyond five (5) consecutive days. Federation reserves the right to require an employee to provide satisfactory medical evidence in the case of any absence, as well as, at its own expense, to have the employee examined by its own physician prior to allowing the employee to return to work.

Sickness of Family Members

Use of paid sick leave benefits to care for a family member shall be included as part of any leave you may be entitled to take under the "serious illness for the care of another" provision of the federal and state Family Leave laws.

Bereavement

All employees are eligible to take bereavement leave in the event of a death of an immediate family member (parent, spouse, sister, brother, child, mother-in-law, father-in-law, grandparent, grandchild). Employees needing bereavement leave will be excused with pay for up to five (5) consecutive working days. The employee's supervisor and Human Resources should be notified as soon as possible in the event of a death requiring bereavement leave.

Jury Duty

Employees required to serve on jury duty, or who are subpoenaed by federal, state or city governments as witnesses in court on days which fall on their regularly scheduled workdays, shall not suffer any loss of earnings. Employees must provide their supervisor or Human Resources with a copy of their notice or summons for jury duty as soon as possible following receipt, so arrangements can be made to accommodate the employee's absence. Paid vouchers for such duty or service must be presented to the payroll department immediately after returning to work. An employee excused from such duty or service shall immediately report to work.

Leaves of Absence

Federation recognizes that there may be reasons that require an employee to be away from work for an extended period. In order to accommodate such situations, Federation allows employees to request an unpaid leave of absence as set forth below. Such leave runs concurrently with any federal/state mandated leave, whenever applicable. Moreover, the employee is required to exhaust all accrued sick, vacation and other accrued paid time off **as part of** such leave to offset loss of income. Please note that sick leave may only be used for one of the reasons listed on the previous page in Section A, Sick Leave.

Medical and Family Leaves of Absence

Eligible employees may request medical and family leaves of absence leave in accordance with the terms of this Policy, without the risk of termination or retaliation for taking such leave. Eligibility criteria vary depending on whether the employee seeks a medical or a family leave. This policy is intended to comply, and shall be implemented in accordance, with the provisions of the Family Medical Leave Act (FMLA) and applicable state leave of absence statutes.

Medical Leave

Eligibility - To be eligible for a medical leave of absence (“MLOA”), an employee must have completed at least twelve (12) months of employment with Federation, worked at least 1250 hours in the twelve (12) months immediately prior to the first day of leave, and be suffering from a Serious Health Condition, as defined below (“MLOA-eligible”). A MLOA-eligible employee may request up to twelve (12) weeks of unpaid medical leave in any rolling twelve (12) month period. Federation will determine eligibility for medical leave as of the date the leave starts or is requested to start and looks back at the prior twelve (12) month period.

Procedures - A MLOA-eligible employee seeking a medical leave is required to give notice thirty (30) days prior to the anticipated first day of medical leave, except in emergency situations, when notice must be given as soon as possible. Except in an emergency situation, if a MLOA-eligible employee fails to request medical leave at least thirty (30) days in advance, the starting date of the leave could be delayed. A MLOA-eligible employee seeking medical leave must submit a medical certification from a licensed physician or other qualified health care provider documenting the employee’s Serious Health Condition. Request forms are available from the office. Any employee who fails to submit a signed and completed Medical Certification form may be delayed in starting or denied medical leave.

Serious Health Condition - A "Serious Health Condition" is an illness, injury, impairment or physical or mental condition (including those covered under workers' compensation), which leaves the individual unable to perform the essential functions of his/her job (or leaves a child unable to attend school) and involves at least one of the following:

- Hospital Care - inpatient care (e.g., overnight stay) in a hospital or other medical care facility including any period of incapacity or treatment in connection with the inpatient care;
- Absence Plus Treatment - a period of incapacity of more than three (3) consecutive calendar days that involves either treatment two (2) or more times by a health care provider or treatment by a health care provider on at least one (1) occasion which results in a regimen of continuing treatment, such as physical therapy or a medication regimen;
- Pregnancy - any period of incapacity due to pregnancy or for prenatal care;
- Chronic Conditions Requiring Treatment - a chronic condition which requires periodic visits for treatment by a health care provider that continues over an extended period and may cause episodic periods of incapacity, such as asthma, diabetes, epilepsy or clinical depression;
- Permanent Long-term Condition Requiring Supervision - a period of incapacity which is permanent or long-term for which treatment may not be effective, such as strokes or terminal cancer; or
- Multiple Treatments (Non-Chronic Conditions) - a period of absence to receive multiple treatments from a health care provider for restorative surgery after an accident or injury, or to receive treatments such as chemotherapy for cancer or dialysis for kidney disease.

A Serious Health Condition may include treatment for substance abuse but does not include absences due to an employee's use or abuse of alcohol or other controlled substances. A Serious Health Condition does not include routine physical, eye or dental examinations.

Duration of Medical Leave - Medical leave may be taken:

- Consecutively (multi-day or multi-week increments);
- Intermittently (separate blocks of time due to a single qualifying reason); or
- As reduced leave (leave schedule temporarily reduces an eligible employee's usual number of hours per workday or work week, generally from full-time to part-time).

The duration and form of medical leave will be subject to medical necessity as determined by a physician or other qualified health care provider. Leave can be taken in increments of as little as one hour.

A MLOA-eligible employee who requests intermittent or reduced medical leave shall make a reasonable effort to schedule such leave so as not to disrupt unduly Federation's business operations. The total (up to twelve (12) weeks) of any intermittent leave schedule related to any Serious Health Condition may not extend over more than twelve (12) months, and the employee must provide thirty (30) days' notice prior to starting intermittent leave, or as much notice as is reasonable and practical under the circumstances.

Salary Continuation During Medical Leave – Medical leaves of absence are unpaid; however, employees must exhaust all accrued, unused sick leave concurrently with a medical leave. All employees taking medical leave due to a serious health condition which is not work-related, may apply for Disability Insurance benefits through Federation’s private plan. MLOA-eligible employees absent due to a work-related injury or illness may be placed on medical leave simultaneous with receiving workers’ compensation benefits. Employees otherwise eligible for sick leave do not earn/accrue additional benefits while absent on an unpaid medical leave of absence.

Return from Medical Leave - Employees are expected to return to work on their scheduled return to work date. Employees are requested to give prior notice to the VP, Human Resources, via phone, of their intent to return from medical leave. If an employee needs to extend a medical leave, he/she must try to submit the request to Federation at least two (2) weeks prior to the scheduled return date, and no less than seven (7) calendar days before the scheduled return to work date, except where the need for an extension is not foreseeable. Requests to extend medical leave beyond twelve (12) weeks are granted only at Federation’s discretion. If an employee is able to return early from a medical leave, he/she should submit the request to return early to the VP, Human Resources within two (2) business days of learning of the ability to return to work early.

Before Federation can permit an employee to return to work following a medical leave of absence, Federation may require that the employee provide a fitness-for-duty report from the treating health care provider clearing him/her to return to work. The report must state whether the employee is able to resume working without restrictions or it must list any medical restrictions the health care provider finds relative to the employee’s ability to perform the essential functions of his/her position. An employee may not return to work unless and until he/she submits a fitness-for-duty report to the VP, Human Resources.

If an employee fails to return to work upon the scheduled expiration of a medical leave of absence for reasons other than a documented continuing Serious Health Condition, Federation will treat the employee’s failure to return as a voluntary resignation without notice. In such case and if applicable, Federation also may exercise its right to recover from the employee the amount of the premium costs which it paid for the employee’s health insurance coverage during the medical leave. Any employee who fails to return to work at the scheduled expiration of a medical leave of absence may forego any right to reemployment with Federation.

An additional exception exists for certain “key” employees who may not be guaranteed reinstatement if their absence will cause grievous economic harm to Federation. Under the FMLA, a “key” employee is one who is among the highest-paid 10% of Federation employees. Federation will notify “key” employees of their status, and of the implications of their status, at the time they request medical leave.

Rights Upon Returning to Work - Employees taking an approved medical leave of absence will be entitled to reinstatement to their former position, if available, or to an equivalent position of substantially equivalent compensation, benefits, status, responsibility and authority, if they return from the leave on the agreed upon date (including any approved extension), and the entire leave lasts no more than twelve (12) weeks. If an approved medical leave lasts longer than twelve (12) weeks, then Federation may return the eligible employee to the former position **if available**, or to another position **if**, at the time the eligible employee is released to return from medical leave, a position is available for which the employee is qualified.

Upon return from an approved medical leave, an eligible employee will be subject to any benefit enhancements or modifications awarded or applied to other employees while the employee was on leave, **if** the benefit enhancement or modification otherwise would have applied to the employee if he/she was actively working rather than on medical leave. Likewise, in the event an employee's position is eliminated or modified while he/she is on an approved medical leave and/or he/she otherwise would be subject to layoff or other modification, he/she may be laid off at the conclusion of the leave or subject to the modification upon returning to work.

Family Leave

Note: Eligibility and procedural requirements may be different for employees taking family leave to care for an immediate family member who is a member of the US Armed Forces (see Military Caregiver Leave below).

Eligibility - To be eligible for a family leave of absence ("FLOA"), an employee must have completed at least twelve (12) months of employment with Federation, worked at least 1000 hours in the twelve (12) months immediately prior to the first day of leave, and be suffering from a Serious Health Condition, as defined below ("FLOA-eligible"). A FLOA-eligible employee may request up to twelve (12) weeks of unpaid family leave in any rolling twelve (12) month period for one of the following reasons:

- To care for a newly born child or a child newly placed for adoption or foster care, or
- To care for an immediate family member (parent, parent in-law, child, spouse, civil union partner) suffering from a Serious Health Condition* which renders the immediate family member unable to work, attend school, or to care for him/herself.

*The definition for Serious Health Condition stated under Medical Leave above also applies to family leaves of absence.

Federation will determine eligibility for family leave as of the date the leave starts or is requested to start and looks back at the prior twelve (12) month period.

Procedure - A FLOA-eligible employee is required to give notice to Federation thirty (30) days prior to the anticipated first day of family leave, except in emergency situations, when notice must be given as soon as possible. Except in emergency circumstances, if a FLOA-eligible employee fails to request leave at least thirty (30) days in advance, the starting date of the family leave may be delayed.

A FLOA-eligible employee seeking family leave to care for an immediate family member will be required to submit a medical certification from a licensed physician or other qualified health care provider, documenting the immediate family member's Serious Health Condition. Forms are available from Human Resources. Any employee who fails to submit a signed and completed Medical Certification form may be delayed in starting or denied family leave.

Duration of Family Leave - Family leave may be taken:

- Consecutively (multi-day or multi-week increments);
- Intermittently (separate blocks of time due to a single qualifying reason); or
- As reduced leave (leave schedule temporarily reduces an eligible employee's usual number of hours per workday or work week, generally from full-time to part-time).

The duration and form of family leave to care for an immediate family member with a Serious Health Condition will be subject to medical necessity as determined by a physician or other qualified health care provider. Leave can be taken in increments of as little as one hour.

A FLOA-eligible employee, who requests intermittent or reduced family leave to care for an immediate family member, shall make a reasonable effort to schedule such leave so as not to disrupt unduly Federation's business operations. The total (up to twelve (12) weeks) of any intermittent leave schedule related to an immediate family member's Serious Health Condition may not extend over more than twelve (12) months, and the employee must provide thirty (30) days prior notice, or as much notice as is reasonable and practical under the circumstances.

Leave to care for a new child may be consecutive, intermittent or reduced, but intermittent or reduced leave requires Federation's prior approval, and will not automatically be granted. Leave to care for a new child must commence within twelve (12) months following the child's birth or placement for adoption or foster care.

If a husband and wife both are Federation employees and FLOA-eligible, they may be limited to a combined total of twelve (12) weeks of family leave during any 12-month period if either spouse takes a leave: a) to care for the employee's parent with a Serious Health Condition, b) due to the birth of the employee's child, or to care for the child after the birth, or c) due to placement of a child with the employee for adoption or foster care or to care for the child after placement ("combined purposes"). The amount of leave available to each the husband and wife in a twelve (12) month period for leave to care for a spouse or child with a Serious Health Condition would be twelve (12) weeks minus the amount of time taken by that employee for one or more of the combined purposes during the same twelve (12) month period.

Salary Continuation During Family Leave – Family leaves of absence are unpaid; however, employees may apply for Family Leave Insurance benefits from the New Jersey Family Leave Insurance program (see section on Family Leave Insurance). If approved, an employee may collect family leave insurance benefits for up to six (6) weeks. Based on the procedure established under the Family Leave Insurance program, if an employee is both MLOA and FLOA-eligible and takes a medical leave and receives Temporary Disability Benefits (TDB), and then takes an approved family leave immediately after the employee's Temporary Disability Benefits/medical leave ends, as often happens with maternity leaves, the employee can transition from TDB to Family Leave Insurance. Employees will not accrue seniority during an unpaid family leave, but upon return from family leave, an employee will be credited with all seniority earned prior to the leave. Employees do not earn/accrue additional paid time off benefits during an unpaid family leave.

Return from Family Leave - Employees are expected to return to work on their scheduled return to work date. Employees are requested to give prior notice to Human Resources of their intent to return from family leave. If an employee needs to extend a family leave, he/she must try to submit the request to Human Resources at least two (2) weeks prior to the scheduled return date, and no less than seven (7) calendar days before the scheduled return to work date, except where the need for an extension is not foreseeable. Requests to extend family leave beyond twelve (12) weeks are granted only at Federation's discretion. If an employee is able to return early from a family leave, he/she should submit the request to return early to the VP, Human Resources within two (2) business days of learning of the need for an extension or of the ability to return to work early.

If an employee fails to return to work upon the scheduled expiration of a family leave of absence, Federation will treat the employee's failure to return as a voluntary resignation without notice. In such case, Federation also may exercise its right to recover from the employee the amount of the premium cost which it paid for the employee's health insurance coverage during the term of the family leave. Any employee who fails to return to work at the scheduled expiration of a family leave of absence may forego any right to reemployment with Federation.

An exception exists for certain "key" employees, who may not be guaranteed reinstatement if their absence will cause grievous economic harm to Federation. Under the FMLA, a "key" employee is a salaried employee who is among the highest-paid 10% of Federation's employees (or among the top seven or 5% in base salary for NJFLA only). Federation will notify "key" employees of their status, and of the implications of their status, at the time they request family leave.

Rights Upon Returning to Work - Employees taking an approved family leave of absence will be entitled to reinstatement to their former position, if available, or to an equivalent position of substantially equivalent compensation, benefits, status, responsibility and authority, if they return from the leave on the agreed upon date (including any approved extension), and the entire leave lasts no more than twelve (12) weeks. If an approved family leave lasts longer than twelve (12) weeks, then Federation may return the eligible employee to the former position **if available** or to another position **if**, at the time the eligible employee is ready to return from family leave a position is available for which the employee is qualified.

Upon return from an approved family leave, an eligible employee will be subject to any benefit enhancements or modifications awarded or applied to other employees while the employee was on leave, **if** the benefit enhancement or modification otherwise would have applied to the employee if he/she was actively working rather than on family leave. Likewise, in the event an employee's position is eliminated or modified while he/she is on an approved family leave and he/she otherwise would be subject to layoff or other modification, he/she may be laid off at the conclusion of the leave or subject to the modification upon returning to work.

Military Caregiver Leave

An employee who is the spouse, son, daughter, parent, or next of kin of a member of the U.S. Armed Forces, including a member of the National Guard or Reserves (“covered service member”), may request up to twenty-six (26) weeks of Family Leave to care for a covered service member, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, due to a serious injury or illness. In order to qualify for Military Caregiver Leave, the employee must have been employed by Federation for at least twelve (12) months and worked at least 1250 hours in the twelve (12) months immediately prior to the first day of leave. Employees must submit a written request that includes a certification to support his/her request for leave to care for a covered service member with a serious injury or illness.

Qualifying employees also may request up to twenty-six (26) weeks of Military Caregiver Leave for “any qualifying exigency arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the armed forces in support of a contingency operation.” Employees must submit a written request that includes a certification to support his/her request for leave because of a qualifying exigency.

Because military caregiver leave is a form of family leave, employees absent from work on an approved military caregiver leave, will have the same rights and restrictions regarding Continuation of Medical Benefits During Family Leave, Salary Continuation During Family Leave, Return From Family Leave, and Return to Work Rights, as stated in this Policy relative to employees taking other approved forms of family leave.

Provisions Applicable to Both Family and Medical Leaves

Outside Employment - Employees are prohibited from accepting new full-time employment while absent on an approved medical or family leave of absence. This requirement does not preclude an employee, who had a job outside of Federation prior to starting his/her leave of absence, from continuing that employment.

Confidentiality of Records - Federation will maintain records and documents relating to Medical Certifications, medical histories or medical conditions of employees and/or their family members as confidential records and store them in Employee Health Files, separate from the general personnel files.

Non-Retaliation - No employee will be subject to retaliation or any negative employment action as a result of requesting or taking medical or family leave (including military caregiver leave) under this policy or as a result of testifying or reporting any actual violation of this policy or the law.

Paid Family Leave Insurance

Through a program administered by the State of New Jersey, all employees may be eligible to collect up to six (6) weeks (twelve (12) weeks as of July 1, 2020) of paid family leave insurance benefits in any rolling twelve (12) month period, if they need to be absent from work to care for an immediate family member with a serious health condition or who is the victim of domestic or sexual violence, or to bond with a child following birth or adoption. Paid family leave insurance is a wage loss protection program that provides partial wage replacement to all eligible employees.

For purposes of this New Jersey paid family leave insurance only, "immediate family member" means an employee's parent, child (under age 19), spouse, civil union partner, or domestic partner, or the child of an employee's civil union partner or domestic partner, an employee's siblings, grandparents, grandchildren, parents-in-law, and other persons in a relationship with the employee which is the equivalent of a family member relationship. A serious health condition is defined as stated in the Medical and Family Leave of Absence Policy, but generally requires that the family member be receiving ongoing treatment by a doctor and be hospitalized or receiving similar treatment such that the individual is unable to work or attend school.

A "Serious Health Condition" is an illness, injury, impairment or physical or mental condition that leaves the individual unable to perform the essential functions of his/her job (or leaves a child unable to attend school) and involves at least one of the following: inpatient hospital care, medical incapacity of more than three (3) consecutive calendar days that involves either treatment by a health care provider, pregnancy and prenatal care; chronic conditions requiring periodic treatment or causing occasional periods of incapacity, permanent long-term conditions requiring supervision, and absences to receive multiple medical treatments for condition or illness. A Serious Health Condition may include treatment for substance abuse but does not include absences due to an employee's use or abuse of alcohol or other controlled substances, and does not include routine physical, eye or dental examinations.

An employee who intends to claim paid family leave insurance benefits to bond with a newly born or adopted child must give Federation thirty (30) days' notice prior to the start of the family leave, or the State may reduce the employee's paid family leave insurance benefits by two (2) weeks (as required by law), unless the time of the leave is unexpected or the time of the leave changes for unforeseeable reasons. An employee, who intends to take a leave and claim paid family leave insurance benefits to participate in providing care for a family member with a serious health condition, must give Federation reasonable and practicable prior notice unless the time of the leave is unexpected or the time of the leave changes for unforeseeable reasons. An employee who intends to take the leave on an intermittent basis to care for a family member must give Federation a minimum of fifteen (15) days' notice. Employees should submit such notice to their immediate supervisor or to the VP, Human Resources.

Eligible employees may apply for paid family leave insurance benefits, which will be calculated at approximately 85% of weekly base pay, up to a maximum set by law. Funding for paid family leave insurance comes from employee contributions deducted from weekly pay, similar to unemployment and Temporary Disability Benefits.

Even if an employee qualifies for Family Leave Insurance benefits, the law does not guarantee employees any time off nor does it ensure that an employee's position will be protected while receiving paid family leave insurance benefits. Employees must request a family leave of absence, which will be granted or denied at the sole discretion of Federation.

Federation will not discriminate or retaliate in any way against employees based on past, present or future military service. Federation fully complies with all aspects of federal and state laws concerning military reservists and returning military service members.

Disability Insurance

Short-Term Disability

Federation provides each employee with insurance coverage, under New Jersey's Temporary Disability Benefits law, for non-occupational illness or injury. Federation provides coverage for medical incapacity of less than seven (7) days duration for employee's who are eligible for paid sick leave. Coverage ends at the earlier of when the employee is no longer certified as disabled or twenty-six (26) weeks. The specifics of this program are available from Human Resources. Illnesses and injuries occurring during or arising from or related to work are covered under Worker's Compensation.

Long-Term Disability

Federation provides long-term disability insurance to replace income lost due to an illness or injury that extends beyond the state required short-term disability insurance period. Employees must work at least thirty (30) hours per week to be eligible. This insurance pays an employee 50% of his/her income per month reduced by other income received during disability including Social Security and Workers' Compensation benefits and all governmental programs. Benefits are paid until the earlier of recovery, no longer meeting the definition of disability under the plan, or turning age 65. Employees earning less than \$60,000 per year will receive up to \$1,250 per month. Employees earning more than \$60,000 per year will receive up to \$8,000 per month. Employees disabled after age 60 receive benefits for a pro-rated period.

The premium for the long-term disability coverage is fully paid for by Federation. Any benefits payable under the plan are subject to income tax when received.

Employees become eligible for long-term disability coverage on the first of the month following completion of ninety (90) days of employment. Coverage ends on the last day an employee is at work.

The plan documents governing this insurance are available for inspection through Human Resources. Employees may refer to the Summary Plan Description for additional plan details.

Life Insurance

Basic Life Insurance

Employees working at least thirty (30) hours per week are eligible for life insurance coverage on the first day of the month following thirty (30) days of employment. For union employees, this policy provides basic coverage in the amount of ten thousand dollars (\$10,000) to an employee's designated beneficiary. Others receive coverage in the amount of one-half times their salary. The maximum benefit is fifty thousand dollars (\$50,000).

Supplemental Life Insurance

Upon eligibility for basic benefits, an employee may also elect to purchase, via payroll deduction, *supplemental* life insurance in multiples of 1, 2 or 3 times the employee's annual salary up to a maximum benefit of \$300,000. No medical exam is necessary if the coverage is purchased within the first thirty (30) days of eligibility. To purchase supplemental coverage at a later date, proof of good health, that is acceptable to the insurance carrier, must be supplied.

Benefit Reductions During Employment

Life insurance benefits will be reduced every five years, at the beginning of the plan year, beginning after the employee turns age 70. The reduction shall be 35% of the amount of insurance in effect at ages 70 and 75. At ages 80, 85, 90 and 95, the reduction will be 25% of the amount of insurance in effect. The employee must still be employed by Federation to be eligible for the reduced benefit.

Waiver of Premium

If an employee becomes disabled (as defined in the policy and approved by the insurance company) prior to age 60, basic and supplemental life insurance premiums are waived to age 65. The employee must submit proof of satisfactory disability to the carrier. If the employee recovers, this waiver will end. Employees will be given the opportunity to convert to an individual policy at the end of the waiver of premium period, unless the employee returns to work with Federation.

The terms and conditions of Life Insurance coverage are determined by the applicable insurance contract, notwithstanding anything to the contrary in any other written or verbal statement.

Tax Deferred Annuity

Our employees are entitled to participate in a variety of tax-deferred annuity programs, designed to help build funds toward retirement. Under these programs, at the time this manual was published, an employee can tax defer up to \$19,000 of their annual gross pay. Certain restrictions may apply. This amount is based on the government's current regulations. It is recommended that you speak with your financial advisor concerning the calculation for your maximum allowable contribution. For more information, please contact Human Resources.

Jewish Community Center (JCC) Membership

As an added benefit, all Federation employees who work a minimum of thirty (30) hours a week are entitled to a 60% discount for membership dues to the JCC of MetroWest. Employees may join the JCC utilizing the customary membership procedures set forth by the JCC and are responsible for any initiation fees required by the JCC. To obtain more information about the services offered at the JCC, contact the JCC membership office.

Effect of Termination of Employees on Benefits

Employees who terminate employment with Federation are entitled to certain continuation of benefits provisions for the insurance programs as described below. Please see each Summary Plan Description.

Medical Insurance

Employees who terminate employment may elect to continue the medical coverage for themselves and any dependents covered by the Federation plan prior to the date of their termination. There are continuation-of-benefit provisions under federal and state law as well as special provisions for employees who are disabled when their coverage ceases.

Coverage ceases the last day of the month following the date of termination. An employee may not work a few days into a month for the sole purpose of maintaining medical insurance coverage. Using accrued vacation time in lieu of working the last days/weeks does not qualify as regular workdays for coverage purposes.

Extension of Benefits for Disabled

Employees who become disabled continue the same coverage as an active employee during the first three (3) months of disability. After three (3) months, disabled employees are required to pay 100% of the medical premium until the earlier of Long Term Disability approval or six (6) months. COBRA is available to all disabled employees after the first six (6) months of disability.

Eyeglass Reimbursement

The Federation eyeglass reimbursement program terminates on the date active employment terminates.

Health Care Expense Account Plan

Employees may continue their participation to the Health Care Expense Account Plan according to the provisions of COBRA. Employees who terminate employment and do not elect COBRA for this plan may continue to submit bills to the plan for expenses incurred prior to their date of termination up to the end of the calendar year of their termination.

Life Insurance

The supplemental life insurance program is portable. This means that an employee who terminates employment with Federation may continue this coverage without converting it to an individual policy. The employee must contact the carrier to do this. The group life insurance policy is **not** convertible to a single plan policy.

Employees who terminate employment due to disability are eligible for a continuation of benefits under the Waiver of Premium provision. This provision continues benefits to age 65 without the payment of premiums. Employees must be disabled prior to age 60 and their disability must last for at least nine months. Employees must satisfy the appropriate definition of disability to qualify. Federation will provide the appropriate forms to apply for this benefit. The insurance carrier will make the appropriate benefit determination.

Disability Benefits

Short-Term Disability

Short-term disability coverage terminates at the earlier of recovery, twenty-six (26) weeks or retires. Coverage is not continued during any approved leave of absence except as described in New Jersey state law.

Long-Term Disability

Long-term disability coverage terminates when an employee terminates employment with Federation, retires or takes an unpaid leave of absence. Coverage will be reinstated for employees on leave once they complete thirty (30) hours of full-time work. Long-term disability benefits terminate at the earlier of recovery or age 65.

Tax Deferred Annuity

Employees' contributions to the tax deferred annuity program will cease on the date employment terminates.

COBRA

Each Qualified Beneficiary who loses coverage under the Federation medical plan as a result of a Qualifying Event that occurs while the plan is subject to the Consolidated Omnibus Budget Reconciliation Act (COBRA) may elect to continue coverage under this health plan subject to the terms and conditions of the plan.

Qualified Beneficiaries

Qualified Beneficiaries are the following persons, if covered under this plan on the day before the Qualifying Event:

- The covered employee, if the Qualifying Event is a termination of employment (other than by reason of gross misconduct) or a reduction in hours;
- The spouse of the employee; and
- The dependent child(ren) of the employee.

Qualifying Events

Qualifying Events are the following events which, if this continuation benefit were not available, would result in the loss of coverage by a Qualified Beneficiary:

- The termination (other than by reason of gross misconduct) or reduction in hours of the covered employee's employment below the minimum hours required for coverage;
- The death of the covered employee;
- The divorce or legal separation of the covered employee from the employee's spouse;
- The covered employee becoming entitled to benefits under Medicare; or
- A dependent child ceasing to qualify as a dependent under the plan.

Duration of Continuance

Unless otherwise stated, coverage for each Qualified Beneficiary electing continuance benefits shall be provided from the date of the Qualifying Event to the earliest of the following:

1. Eighteen (18) months after the Qualifying Event if coverage was lost due to the termination of employment or reduction in hours. However, if the employee or his/her covered dependent is disabled, as determined by the Social Security Administration, on the date of the Qualifying Event, or within sixty (60) days of when continuation coverage begins, continuation coverage may be extended an additional eleven (11) months as long as (s)he:
 - a. notifies Federation of the Social Security determination prior to the end of the original eighteen (18) month continuation period; and
 - b. provides Federation with a copy of the Social Security determination of disability within sixty (60) days of the decision.
2. Thirty-six (36) months after the date of the Qualifying Event if coverage terminated due to the employee's death, entitlement to Medicare, divorce or legal separation.
3. Thirty-six (36) months after the date of the Qualifying Event if coverage terminated due to a covered dependent ceasing to qualify as a dependent.
4. The date on which this plan is terminated for all employees in the same class as the covered employee.
5. The date any required contributions are not made by the employee or dependent using COBRA benefit continuation.
6. The date the person on continuance becomes entitled to benefits under Medicare; or
7. The date the person on continuance becomes covered under another group health plan.

Level of Benefits

Each Qualified Beneficiary is entitled to continue the same benefits as were provided under the plan prior to the Qualifying Event under the same terms and conditions that apply to active participants. If an open enrollment period is provided, the benefit choices provided to active employees of the employer will also be provided to Qualified Beneficiaries.

If benefits under the plan are changed for active participants, the benefits of the Qualified Beneficiary will be changed accordingly. Unless otherwise agreed, no one may retain the benefits provided under the plan prior to the change.

General Provisions Relating to COBRA Continuation Benefits

The following provisions apply to COBRA continuance benefits:

1. Election Period and Premium Payments

- a. Each Qualified Beneficiary who elects COBRA benefits must complete the appropriate election form and agree to pay the required contributions within sixty (60) days of receiving the Notice of Federal Continuation Rights from Federation's designated provider. Failure to make an election within this sixty (60) day period will result in the loss of the continuance option.
- b. The amount and the due dates of any premium for continuance coverage will be stated in the Notice. The required premiums are subject to change with the costs of the plan.

2. Notification Requirements

- a. Each Qualified Beneficiary must notify Federation no later than sixty (60) days after the following events occur.
 - i. There is a divorce or legal separation between the covered employee and his/her spouse.
 - ii. A child ceases to be a dependent child as defined in the policy.
- b. The failure of the employee or Qualified Beneficiary to provide this notice will result in the loss of the continuance option.

3. Multiple Continuance Periods

If, while on an eighteen (18) month continuance, a Qualified Beneficiary who is a spouse or dependent child has a second Qualifying Event, they will be entitled to continue coverage for up to 36 months from the beginning of the initial Qualifying Event. This continuance will be subject to all other terms of this plan.

4. Dependents Acquired During Continuance

A Qualified Beneficiary on continuance may add a spouse and/or dependent child acquired after the beginning of the COBRA period subject to the same terms and conditions as if they were an active employee of Federation. Such acquired dependent cannot have coverage extended due to multiple qualifying events unless they are a newborn child. Newborns are treated as Qualified Beneficiaries if there is a second Qualifying Event.

5. Dependent Restrictions

A child will be considered as a dependent of either you or your spouse, but not both, unless otherwise required by law.

Sunshine Fund

The purpose of the Sunshine Fund is to standardize the way we as a Federation recognize our fellow employees both in times of joy and in times of sorrow.

The success of this program depends on the willing participation of all employees.

To ensure timely and consistent notification to all staff about any employee happenings, **please notify Bonnie Sterling in Human Resources, immediately about any staff related event.** In addition, individual departments will notify the Sunshine Fund Committee Chair.

Listed below are guidelines for participation in the Sunshine Fund:

1. All Federation employees are eligible to participate in the Sunshine Fund.
2. An employee may enroll in the Sunshine Fund at any time.
3. To receive any disbursements from the Sunshine Fund, an employee must contribute to the Fund.

Eligible Events:

1. Marriage of an Employee
2. Birth of Child to an Employee
3. Serious Illness of Employee, Spouse/Domestic Partner or Child
4. Death in an Employee's Immediate Family*
*Immediate Family defined as: Parents, Parents-In-Law, Step-Parents, Spouse, Domestic Partner, Children, Siblings, Siblings-In-Law, Grandparents or Grandchildren.
5. Enrollment in the Sunshine Fund will be renewed each July 1.
6. All disbursements are at the discretion of the Sunshine Fund Committee.
7. Circumstances not covered by the guidelines will be at the discretion of the Sunshine Fund Committee.

EMPLOYMENT DEVELOPMENT

Complaint Policy

We want Federation to be a good place to work, but also recognize that problems may arise from time to time. It is, therefore, Federation's management desire to have an "Open Door" policy. This is especially true with regard to employee complaints because Federation may not know what problems an employee is experiencing. It is conceivable that the only way we will become aware of a problem is if the employee brings it to our attention.

In order to ensure the communication of a complaint, the following procedure should be observed:

- The employee should discuss the situation with his/her supervisor, including situations in which (s)he feels (s)he may have been unfairly disciplined. If discussing with the supervisor is not appropriate or comfortable for the employee, the employee should reach out to the Vice President, Human Resources. Complaints regarding harassment or discrimination should be reported to Federation's Vice President, Human Resources and handled in accordance with the harassment complaint procedure set forth in this Handbook.
- The employee should provide the supervisor with a written explanation of the issue. The employee should receive an answer within five (5) business days.
- If the situation is not satisfactorily resolved, the employee should then make an appointment to discuss the complaint with the Vice President, Human Resources. Be advised that the employee's supervisor will meet with the Vice President, Human Resources, who may wish to speak with both the employee and the supervisor, together, at some point. A response should be given within five (5) business days. The Vice President, Human Resources' decision is final.

Confidentiality

Employees will learn confidential information concerning Federation's business operations, practices and procedures, and information concerning the community and those who use our services. All such information obtained is to be kept confidential at all times both during the employee's terms of employment with Federation and following the employee's termination or retirement from Federation. At no time should any such information relating to Federation's operations, services, persons employed, or other issues be divulged to anyone outside of Federation, or anyone within Federation except to the extent that such disclosure is necessary in performing the employee's job duties.

Violation of this policy is a serious offense, subjecting the employee to discipline and possible immediate termination.

In-House Educational Programs

Federation will periodically sponsor in service educational programs for some or all employees depending upon their classification and/or position. Attendance at any such programs during work hours is mandatory. Violation of this policy is a serious offense, subjecting the employee to discipline and possible immediate termination.

Reimbursement for Authorized Expenses

Employees will be reimbursed for authorized expenses incurred due to official Federation business. Such reimbursement is subject to the Department Head's approval. Please be advised that employees shall not be reimbursed for trips between home and the office.

In the event the use of an employee's personal automobile is authorized in connection with official Federation business, Federation will provide the employee with a per mile allowance as approved by the Internal Revenue Service to cover all expenses in connection with the operation of a car for business purposes. The normal commutation costs (from employee's residence to 901 Route 10 and from 901 Route 10 to employee's residence) will be deducted from the total mileage if the employee travels directly from his/her residence to the meeting/function location. Employees shall obtain receipts for meal allowances, hotels and parking which will be reimbursed in total after submission of the receipts and approval by Federation.

Licensing and Certification

If an employee is required as part of his/her job to be licensed or certified by a state agency in order to perform that job, the employee must obtain and renew such licenses and certificates as required and report such license or certificate renewal(s) and number(s), as well as any suspension(s) or revocation(s) to Human Resources on an annual basis or more frequently if required by law. Failure to provide timely notification may necessitate a suspension from duties or the position associated with the licensing or certification until such documents are renewed and presented to Federation.

Personal Information

Federation maintains personnel files on its employees. Personnel files are categorized into two types – general personnel files and employee health files. Employee health files contain any medically related information regarding employees, including for example, doctors' notes, workers' compensation forms, and leaves of absence requests. Access to employee health files is strictly limited on a need-to-know basis. Personnel files contain all other non-medical, work-related materials, including, for example, applications, resumes, references, payroll information, performance evaluations, and disciplinary memos. Employees do not have the right to review their personnel files nor to submit any documents for inclusion in the file or to remove any documents from the file, except as may be provided by law.

The employee must notify Human Resources immediately if there are any changes in the following:

1. Name
2. Address or telephone number
3. Person to be notified in an emergency
4. Number of exemptions
5. Educational achievements
6. Marital status
7. Birth in the immediate family
8. Licensure status

Incident Weather Notification

Any delayed opening or closing for the day will be determined by the Chief Financial Officer. All employees should receive a phone call, to the phone number provided by the employee, if the office will have a delayed opening or will be closed for the day. Employees can also call Federation's general phone number or log on to Federation's website to see if there is to be a closing or non-routine opening.

If you have not heard via the notification system of a closing or delayed opening, assume that the office will be open and that employees are to report to work.

EMPLOYEE RESPONSIBILITIES

Attendance

Poor attendance affects our ability to provide top quality service. To encourage regular attendance, Federation has a few simple guidelines for everyone to follow: If you are going to be absent for any reason, please call your supervisor as soon as possible. You must call in every day during your absence unless you are incapacitated; then your nearest relative is required to call on your behalf. Excessive lateness, absenteeism, or a combination of the two may result in discipline up to and including discharge.

Lateness Policy

The regular office hours of Federation are Monday through Thursday 9:00 AM – 5:00 PM and 9:00 AM – 4:00 PM on Fridays. For Federation to function properly it is important for all employees to be on time on a daily basis. Excessive absences or lateness is unacceptable. Continued lateness, generally three days in any week or a continued pattern will subject an employee to discipline, generally a verbal warning, then a written warning and thereafter termination.

Employees who need to adjust their working hours should speak with their supervisors and Human Resources to make appropriate arrangements.

Employees working excessively late several nights in a week should speak with their supervisor regarding the ability to arrive at work after 9:00 AM the next day.

Drug and Alcohol Abuse

Federation has an obligation to protect the safety of our employees, clients, and visitors, both on and off our premises. This includes those people sharing the highway with our employees who operate vehicles on Federation's behalf. In order to protect us all, Federation has decided to address the problem directly and to ask that all employees help towards creating an alcohol and drug-free environment. So that all employees can feel safe and Federation can continue to function well, the following will take effect immediately:

1. Employees will not use, possess, sell, purchase, transfer or be under the influence of drugs and/or alcohol at work or on Federation premises, including vehicles used for work, during work hours. The term work hours as used in this provision includes all times during the work day, including breaks, lunch, and those periods of time when you are off premises performing work. This includes legal drugs used without a prescription or an excess of prescription amounts.
2. Employees convicted of the sale or possession of an illegal substance will be subject to discipline up to and including discharge.
3. It is the policy of Federation to maintain the confidentiality of information as to employees with substance abuse problems except on a "need-to-know" basis to the maximum extent practicable.

Employees violating this rule will be subject to immediate discharge.

Smoking

Smoking is prohibited in all areas of the building.

Dress Code Policy

Federation requests its employees to wear business casual dress. Employees may wear jeans on Fridays. The personal appearance of our employees creates an impression of our workplace on all who meet us. It's crucial to convey a positive, respectable impression of Federation to our visitors. On any given day, we may have members of our Community, other Communities, or dignitaries from across the globe in our office. We have the expectation that employees will come to work dressed in a professional manner. Clothing should be neat and clean. Employees who are unsuitably dressed may be sent home to change and will be subject to discipline. Non-exempt employees will not be paid for this time away from work, but may, in their supervisor's discretion, be permitted to make up the time lost.

In general, business casual dress implies conservative, tailored and pressed clothing, without visible brand logos or advertising.

On Fridays, Federation employees may opt to wear jeans to work. However, dress should still be appropriate for the workplace.

If you question whether something is appropriate to wear, please ask Human Resources, or simply err on the conservative side and refrain from wearing the item in question.

We expect that Federation staff will always use sound judgment and discretion when deciding how to come dressed for work.

Standards of Conduct and Ethical Behavior

Employees have a responsibility to perform their assigned job in a satisfactory and conscientious manner, and to conduct themselves according to reasonable standards of conduct.

Below is a list of *unacceptable* conduct in the workplace. This list is by no means comprehensive. Depending upon the circumstances, inappropriate conduct may result in immediate disciplinary action ranging from a verbal or written warning up to and including termination of employment. Obviously, we could not cover everything in this list, and we expect the employee to use his/her common sense. If unsure what to do in a given situation, it is the employee's responsibility to speak to his/her supervisor before acting. All employment is at-will, and employees may be terminated with or without cause and with or without notice.

1. Fraudulent conduct consisting of but not limited to dishonesty, embezzlement, theft (including theft of information or time), unauthorized removal or possession of property, or conviction of the crime.
2. Immoral or indecent conduct, including vulgarity in mannerism or speech. Use of foul and/or abusive language or otherwise abusive, discourteous or inconsiderate treatment of others.

3. Misrepresentation, either verbal or written, falsification of Federation documents, including but not limited to employment applications, time records, materials, requisitions, and customer orders.
4. Disparagement of the Jewish Community, the Federation, employees, or clients.
5. Harassment or discrimination against others, including but not limited to co-workers, subordinates, or suppliers.
6. Use, possession, distribution, purchase or sale of, or impairment caused by, controlled dangerous substances or alcohol on Federation time or in Federation facilities.
7. Possession, use, or distribution of dangerous weapons, such as knives, guns, explosives, or any other devices that jeopardizes the safety or security of individuals and/or property on Federation premises.
8. Intimidating conduct of any kind, including but not limited to threats (express, implied, or in jest), fighting or attempting to inflict bodily injury on another person.
9. Unauthorized accessing, divulgence, or use of Federation, employee or client information or records, and releasing client or employee lists, telephone numbers, or other proprietary information.
10. Incompetence, inefficient, careless performance of duties, failure to maintain proper work standards, or other poor performance as determined by Federation.
11. Leaving assigned work area or premises during working hours or leaving early without Federation permission. Loitering, loafing or sleeping during working hours.
12. A violation of any other Federation policy, procedure or rule.

Personal Telephone Calls, Mail, Email, Electronic Equipment & Cell Phones

In order to keep our telephone free for business purposes, employees are requested to keep personal telephone calls to an absolute minimum. Normally, work should not be interrupted by any personal incoming telephone calls except in the case of an emergency. All outgoing telephone calls must be limited to essential local calls only and emergency long distance calls should either be billed to personal calling cards or placed collect.

Federation has invested in E-Mail systems for efficiency. Federation equipment including computer hardware and software are valuable assets of Federation. The following guidelines, which are not inclusive, have been established to ensure that employees understand Federation's expectations with regard to use of its software, the Internet, and e-mail systems.

1. Any software that is purchased by Federation may only be installed on Federation's personal computers or work stations, and only on those units for which it was purchased. Software is often governed by strict copyright and trademark laws and may not be copied unless authorized by its publisher in writing.
2. Downloading of any programs, data, or other material, unless expressly approved by management, is prohibited. Not only is Federation concerned about inappropriate materials and copyright infringement, but special care is especially needed to protect against the spread of viruses.

3. Since confidentiality cannot be assured when using the Internet or e-mail, transmission of confidential or propriety information is discouraged unless appropriate precautions are taken.
4. Federation's policy against sexual and other harassment applies fully to the use of Internet and e-mail. Accordingly, acquisition and/or dissemination of inappropriate materials, including but not limited to those that contain sexual innuendo, pornographic material, improper jokes, harassing or threatening statements, or any statement that could be negatively perceived by others or considered hostile or offensive based on any protected classification, including but not limited to sex, race, color, age, religion, national origin, or disability, is strictly prohibited.
5. No abusive profane or offensive language is to be transmitted through the Internet or e-mail.
6. Solicitation of non-Federation business, or any use of the Internet or e-mail for the non-Federation business or personal gain is prohibited.
7. Employees should not share their passwords or review other employees' files without permission.
8. Visiting any game or entertainment sites is prohibited.
9. The sending of "chain letters" or "broadcast" messages to lists of individuals, or any other use that may cause congestion of the network, is prohibited.
10. All messages transmitted on the Internet and via e-mail should have your name attached and no messages should be transmitted under an assumed name.
11. Employees should be aware that e-mails are Federation records and can be used as evidence in a court of law. Employees must not send communications by e-mail that they would not send via written memo.
12. Employee use of the Internet and e-mail is a privilege that may be revoked at any time.
13. Federation reserves the right to view, monitor or block any communications, e-mail or Internet access to ensure compliance with this policy.
14. Federation will notify the proper authorities concerning any and all illegal activity perpetrated over the internet or through Federation's email system.

Employees must not use cellular telephones for Federation business while they are driving unless appropriate hands-free cellular devices are utilized.

Employees are requested to have all personal mail, faxes, e-mail, and package deliveries directed to their home address.

Employees are requested to put cellular telephones on silent or vibrate mode while at work. This is to help alleviate disturbing your colleagues.

Solicitation and Distribution

The following rules apply to selling, solicitation and distribution of literature on Federation property:

Non-Employees

Persons not employed by Federation may not distribute literature or solicit on Federation property for any purpose, at any time.

Employees

1. Employees may not solicit or distribute literature to visitors on Federation property for any purpose, at any time.
2. Employees may not sell any type of goods or solicit or distribute literature to fellow employees during their working time. Working time is that time during which either the employee who is soliciting, or the employee being solicited, is expected to be engaged in work matters. Working time does not include scheduled coffee breaks, official lunch periods, or the time before the start or after the end of the work day.
3. Employees may not distribute literature to fellow employees in work areas at any time.

Off Duty Employees

For safety and security reasons, employees are not permitted to the interior of the building or exterior work area during their off-duty hours without permission.

Conflicts of Interest

In any organization, certain individuals are given authority to make decisions on behalf of the organization. Frequently, individuals have interests that may influence their decision making and ultimately result in financial or other gain for the individual, their spouse, dependents, relatives, or associates. Even with a careful commitment not to be influenced by these other interests, an individual's business decisions may be affected to the detriment of Federation's interests. Those individuals must take these decisions as agents of the organization, not as private individuals.

Conflicts of interest undermine objective business decision-making because the best interests of Federation are no longer the only factors driving business decisions. The perception of a conflict of interest can be as detrimental as an actual conflict of interest, because the perception creates the impression that it is acceptable for business decisions to be influenced by personal interest. As such, when in doubt as to whether a given situation results in a conflict or an appearance of impropriety, confer with management.