

# EMRICH IPR

July 15, 2025



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# 1.Introduction

## 1.1 Handbook Disclaimer

*The contents of this handbook serve only as guidelines and supersede any prior handbook. Neither this handbook, nor any other policy or practice, creates an employment contract, or an implied or express promise of continued employment with the Company. Employment with EMRICH IPR is "AT-WILL." This means employees or EMRICH IPR may terminate the employment relationship at any time, for any reason, with or without cause or advance notice. As an at-will employee, it is not guaranteed, in any manner, that you will be employed with EMRICH IPR for any set period of time.*

*This handbook may provide a summary of employee health benefits, however actual coverage will be determined by the express terms of the benefit plan documents. If there are any conflicts between the handbook or summaries provided and the plan documents, the plan documents will control. The Company reserves the right to amend, interpret, modify or terminate any of its employee benefits programs without prior notice to the extent allowed by law.*

*The Company also has the right, with or without notice, in an individual case or generally, to change any of the policies in this handbook, or any of its guidelines, policies, practices, working conditions or benefits at any time. No one is authorized to provide any employee with an employment contract or special arrangement concerning terms or conditions of employment unless the contract or arrangement is in writing and signed by the president and the employee.*

## 1.2 Welcome Message

Dear Valued Employee,

Welcome to EMRICH IPR! We are pleased with your decision to join our team.

EMRICH IPR is committed to providing superior quality and unparalleled customer service in all aspects of our business. We believe each employee contributes to the success and growth of our Company.

This employee handbook contains general information on our policies, practices, and benefits. Please read it carefully. If you have questions regarding the handbook, please discuss them with your supervisor or the Vice-President.

Welcome aboard. We look forward to working with you!

Sincerely,

The Vice-President

## 1.3 Changes in Policy

Change at EMRICH IPR is inevitable. Therefore, we expressly reserve the right to interpret, modify, suspend, cancel, or dispute, with or without notice, all or any part of our policies, procedures, and benefits at any time with or without prior notice. Changes will be effective on the dates determined by EMRICH IPR, and after those dates all superseded policies will be null and void. No individual supervisor or manager has the authority to alter the foregoing. Any employee who is unclear on any policy or procedure should consult a supervisor or the Vice-President.

## 2. General Employment

### 2.1 At-Will Employment

Employment with EMRICH IPR is "at-will." This means employees are free to resign at any time, with or without cause, and EMRICH IPR may terminate the employment relationship at any time, with or without cause or advance notice. As an at-will employee, it is not guaranteed, in any manner, that you will be employed with EMRICH IPR for any set period of time. The policies set forth in this employee handbook are the policies that are in effect at the time of publication. They may be amended, modified, or terminated at any time by EMRICH IPR, except for the policy on at-will employment, which may be modified only by a signed, written agreement between the President and the employee at issue. Nothing in this handbook may be construed as creating a promise of future benefits or a binding contract between EMRICH IPR and any of its employees.

### 2.2 Immigration Law Compliance

EMRICH IPR is committed to employing only United States citizens and aliens who are authorized to work in the United States. In compliance with the Immigration Reform and Control Act of 1986, as amended, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with EMRICH IPR within the past three years, or if their previous I-9 is no longer retained or valid. EMRICH IPR may participate in the federal government's electronic employment verification system, known as "E-Verify." Pursuant to E-Verify, EMRICH IPR provides the Social Security Administration, and if necessary, the Department of Homeland Security with information from each new employee's Form I-9 to confirm work authorization.

### 2.3 Equal Employment Opportunity

EMRICH IPR is an Equal Opportunity Employer. Employment opportunities at EMRICH IPR are based upon one's qualifications and capabilities to perform the essential functions of a particular job. All employment opportunities are provided without regard to race, religion, sex, pregnancy, childbirth or related medical conditions, national origin, age, veteran status, disability, genetic information, or any other characteristic protected by law.

This Equal Employment Opportunity policy governs all aspects of employment, including, but not limited to, recruitment, hiring, selection, job assignment, promotions, transfers, compensation, discipline, termination, layoff, access to benefits and training, and all other conditions and privileges of employment.

The Company will provide reasonable accommodations as necessary and where required by law so long as the accommodation does not pose an undue hardship on the business. The Company will also accommodate sincerely held religious beliefs of its employees to the extent the accommodation does not pose an undue hardship on the business. If you would like to request an accommodation, or have any questions about your rights and responsibilities, contact your Vice-President. This policy is not intended to afford employees with any greater protections than those which exist under federal, state or local law.

EMRICH IPR strongly urges the reporting of all instances of discrimination and harassment, and prohibits retaliation against any individual who reports discrimination, harassment, or participates in an investigation of such report. EMRICH IPR will take appropriate disciplinary action, up to and including immediate termination, against any employee who violates this policy.

### 2.4 Equal Employment Opportunity (California Employees)

EMRICH IPR is an Equal Opportunity Employer. Employment opportunities at EMRICH IPR are based upon one's qualifications and capabilities to perform the essential functions of a particular job. All employment opportunities are provided without regard to race, religion, color, sex, national origin, age, military status, veteran status, disability, genetic information, ancestry, medical condition, marital status, gender identity, gender expression, sexual orientation, or any other characteristic protected by law.

This Equal Employment Opportunity policy governs all aspects of employment, including, but not limited to, recruitment, hiring, internships, selection, job assignment, promotions, transfers, compensation, discipline, termination, layoff, access to benefits and training, and all other conditions and privileges of employment.

EMRICH IPR strongly urges the reporting of all instances of discrimination and harassment, and prohibits retaliation against any individual who reports discrimination, harassment, or participates in an investigation of such report. Appropriate disciplinary action, up to and including immediate termination, will be taken against any employee who violates this policy.

## 2.5 Equal Employment Opportunity (New York Employees)

EMRICH IPR is an Equal Opportunity Employer. Employment opportunities at EMRICH IPR are based upon one's qualifications and capabilities to perform the essential functions of a particular job. All employment opportunities are provided without regard to:

- Race
- Creed
- Color
- Religion
- Sex
- Pregnancy or pregnancy-related conditions
- National origin
- Age
- Familial status
- Veteran status
- Military status
- Disability
- Domestic violence victim status
- Marital status
- Sexual orientation
- Arrest or conviction
- Predisposing genetic characteristics
- Gender identity
- Transgender status
- Lawful activity outside the workplace during non-work hours, such as the use of tobacco products
- Any other characteristic protected by law

This Equal Employment Opportunity policy governs all aspects of employment, including, but not limited to, recruitment, hiring, internships, selection, job assignment, promotions, transfers, compensation, discipline, termination, layoff, access to benefits and training, and all other conditions and privileges of employment.

EMRICH IPR strongly urges the reporting of all instances of discrimination and harassment, and prohibits retaliation against any individual who reports discrimination, harassment or participates in an investigation of such report. Appropriate disciplinary action, up to and including immediate termination, will be taken against any employee who violates this policy.

## 2.6 Employee Grievances

It is the policy of EMRICH IPR to maintain a harmonious workplace environment. EMRICH IPR encourages its employees to express concerns about work-related issues, including workplace communication, interpersonal conflict, and other working conditions. Employees are encouraged to raise concerns with their supervisors. If not resolved at this level, an employee may submit, in writing, a signed grievance to the Vice-President. After receiving a written grievance, EMRICH IPR may hold a meeting with the employee, the immediate supervisor, and any other individuals who may assist in the investigation or resolution of the issue. All discussions related to the grievance will be limited to those involved with, and who can assist with, resolving the issue. Complaints involving alleged discriminatory practices shall be processed in accordance with EMRICH IPR's Sexual and other Unlawful Harassment Policy. EMRICH IPR assures that all employees filing a grievance or complaint can do so without fear of retaliation or reprisal.

## 2.7 Internal Communication

Effective and ongoing communication within EMRICH IPR is essential. As such, the Company maintains systems through which important information can be shared among employees and management.

Bulletin boards are posted in designated areas of the workplace to display important information and announcements. In addition, EMRICH IPR uses the Intranet and email to facilitate communication and share access to documents. For information on appropriate email and Internet usage, employees may refer to the Computer, Email, and Internet Usage policy. To avoid confusion, employees should not post or remove any material from the bulletin boards.

All employees are responsible for checking internal communications on a frequent and regular basis. Employees should consult their supervisor with any questions or concerns on information disseminated.

## 2.8 Outside Employment

Employees may hold outside jobs as long as the employee meets the performance standards of their position with EMRICH IPR. Unless an alternative work schedule has been approved by EMRICH IPR, employees will be subject to the Company's scheduling demands, regardless of any existing outside work assignments; this includes availability for overtime when necessary. EMRICH IPR's property, office space, equipment, materials, trade secrets, and any other confidential information may not be used for any purposes relating to outside employment.

## 2.9 Anti-Retaliation and Whistleblower Policy

This policy is designed to protect employees and address EMRICH IPR's commitment to integrity and ethical behavior. In accordance with anti-retaliation and whistleblower protection regulations, EMRICH IPR will not tolerate any retaliation against an employee who:

- Makes a good faith complaint, or threatens to make a good faith complaint, regarding the suspected Company or employee violations of the law, including discriminatory or other unfair employment practices;
- Makes a good faith complaint, or threatens to make a good faith complaint, regarding accounting, internal accounting controls, or auditing matters that may lead to incorrect, or misrepresentations in, financial accounting;
- Makes a good faith report, or threatens to make a good faith report, of a violation that endangers the health or safety of an employee, patient, client or customer, environment or general public;
- Objects to, or refuses to participate in, any activity, policy or practice, which the employee reasonably believes is a violation of the law;
- Provides information to assist in an investigation regarding violations of the law; or
- Files, testifies, participates or assists in a proceeding, action or hearing in relation to alleged violations of the law.

Retaliation is defined as any adverse employment action against an employee, including, but not limited to, refusal to hire, failure to promote, demotion, suspension, harassment, denial of training opportunities, termination, or discrimination in any manner in the terms and conditions of employment.

Anyone found to have engaged in retaliation or in violation of law, policy or practice will be subject to discipline, up to and including termination of employment. Employees who knowingly make a false report of a violation will be subject to disciplinary action, up to and including termination.

Employees who wish to report a violation should contact their supervisor or Claudia Haessler directly. Employees should also review their state and local requirements for any additional reporting guidelines.

EMRICH IPR will promptly and thoroughly investigate and, if necessary, address any reported violation.

Employees who have any questions or concerns regarding this policy and related reporting requirements should contact their supervisor, the Vice-President or any state or local agency responsible for investigating alleged violations.

## 2.10 Equal Employment Opportunity (Illinois Employees)

EMRICH IPR is an Equal Opportunity Employer. Employment opportunities at EMRICH IPR are based upon one's

qualifications and capabilities to perform the essential functions of a particular job. All employment opportunities are provided without regard to:

- Race
- Color
- Religion
- Sex
- Pregnancy, childbirth, or related medical conditions
- National origin
- Ancestry
- Citizenship status
- Work-authorization status
- Age
- Military status
- Unfavorable discharge from military status
- Disability
- Marital status
- Arrest or criminal history record
- Genetic information
- Sexual orientation
- Order of protection status
- Lawful activity outside the workplace during non-work hours, such as the use of tobacco products
- Any other characteristic protected by law/

You have the right to:

- Be free from unlawful discrimination or sexual harassment in the workplace;
- File a charge of discrimination or sexual harassment; and
- Obtain reasonable accommodations based on disability and pregnancy (for more information, see the *Pregnancy Accommodation Policy*).

EMRICH IPR strongly urges the reporting of all instances of discrimination and harassment and prohibits retaliation against any individual who reports discrimination or harassment, participates in an investigation, or helps others exercise their right to complain about such misconduct. To report discrimination or harassment, you may:

- Contact the Vice-President.
- Contact the Illinois Department of Human Rights (IDHR) to file a charge.
- Call the Illinois Sexual Harassment and Discrimination Helpline at 1-877-236-7703 to talk to someone about your concerns.

**Chicago:**

James R. Thompson Center

100 West Randolph Street, Suite 10-100

Chicago, IL 60601

(312) 814-6200

(866) 740-3953 (TTY)

(312) 814-6251 (Fax)

**Springfield:**

535 W. Jefferson Street

1st Floor

Springfield, IL 62702

(217) 785-5100

(866) 740-3953 (TTY)

(217) 785-5106 (Fax)

**Website:** [www.illinois.gov/dhr](http://www.illinois.gov/dhr)

Email: [IDHR.Intake@illinois.gov](mailto:IDHR.Intake@illinois.gov)

Appropriate disciplinary action, up to and including immediate termination, will be taken against any employee who violates this policy.

## 2.11 Reproductive Health Decisions (New York Employees)

EMRICH IPR will not discriminate or retaliate against any employee because of the employee's or their dependent's reproductive health decision making, including a decision to use or access a particular drug, device or medical service.

EMRICH IPR will not access personal information regarding reproductive health decisions without the employee's prior informed written consent; and will not require that an employee waive their rights to make reproductive health care decisions.

### Employee Rights and Remedies:

An employee may bring a civil action against the Company for any alleged violations of this policy. Damages and awards may include back pay, benefits and reasonable attorneys' fees; injunctive relief; reinstatement; and/or liquidated damages.

An employee may also be entitled to additional civil penalties if the Company is found to have retaliated against the employee, including discharging, suspending, demoting or otherwise penalizing the employee for exercising their rights under this policy.

### Complaint Procedure:

EMRICH IPR strongly encourages employees to report all instances of discrimination or retaliation. If you believe you have experienced or witnessed retaliation or discrimination based on reproductive health decisions or another factor, promptly report the incident to your supervisor. If you believe it would be inappropriate to discuss the matter with your supervisor, you may bypass your supervisor and report the matter directly to:

Claudia Haessler

+49 30 4700 90813

[chaessler@emrich-ipr.com](mailto:chaessler@emrich-ipr.com)

Any reported allegations of discrimination and/or retaliation will be investigated promptly, thoroughly, and impartially.

Employees with any questions regarding this policy should contact the Vice-President.

## 3. Employment Status & Recordkeeping

### 3.1 Employment Classifications

For purposes of salary administration and eligibility for overtime payments and employee benefits, EMRICH IPR classifies employees as either exempt or non-exempt. Non-exempt employees are entitled to overtime pay in accordance with federal and state overtime provisions. Exempt employees are exempt from federal and state overtime laws and, but for a few narrow exceptions, are generally paid a fixed amount of pay for each workweek in which work is performed. If you change positions during your employment with EMRICH IPR or if your job responsibilities change, you will be informed by the Vice-President of any change in your exempt status. In addition to your designation of either exempt or non-exempt, you also belong to one of the following employment categories: **Full-Time:** Full-time employees are regularly scheduled to work greater or equal to 40 hours per week. Generally, regular full-time employees are eligible for EMRICH IPR's benefits, subject to the terms, conditions, and limitations of each benefit program. **Part-Time:** Part-time employees are regularly scheduled to work less than 40 hours per week. Regular part-time employees may be eligible for some EMRICH IPR benefit programs, subject to the terms, conditions, and limitations of each benefit program. **Temporary:** Temporary employees include those hired for a limited time to assist in a specific function or in the completion of a specific project. Temporary employees generally are not entitled to [EMRICH IPR benefits, but are eligible for statutory benefits to the extent required by law. Employment beyond any initially stated period does not in any way imply a change in employment status or classification. Temporary employees retain temporary status unless and until they are notified, by EMRICH IPR Management, of a change.

### 3.2 Personnel Data Changes

It is the responsibility of each employee to promptly notify their supervisor or the Vice-President of any changes in personnel data. Such changes may affect your eligibility for benefits, the amount you pay for benefit premiums, and your receipt of important company information.

If any of the following have changed or will change in the coming future, contact your supervisor or the Vice-President as soon as possible:

- Legal name
- Mailing address
- Telephone number(s)
- Change of beneficiary
- Exemptions on your tax forms
- Emergency contact(s)
- Training certificates
- Professional licenses

### 3.3 Expense Reimbursement

EMRICH IPR reimburses employees for necessary expenditures and reasonable costs incurred in the course of doing their jobs. Expenses incurred by an employee must be approved in advance by the Vice-President.

Some expenses that may warrant reimbursement include, but are not limited, to the following: mileage costs, air or ground transportation costs, lodging, meals for the purpose of carrying out company business, and any other reimbursable expenses as required by law. Employees are expected to make a reasonable effort to limit business expenses to economical options.

To be reimbursed, employees must submit expense reports to the Vice-President for approval. The report must be accompanied by receipts or other documentation substantiating the expenses. Questions regarding this policy should be directed to your supervisor.

### 3.4 Termination of Employment

Termination of employment is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. Common circumstances under which employment is terminated include the following:

- **Resignation** - Voluntary employment termination initiated by an employee.
- **Termination** - Involuntary employment termination initiated by EMRICH IPR. In most cases, EMRICH IPR will use progressive disciplinary actions before dismissing an employee. However, certain actions warrant immediate termination.
- **Layoff** - Involuntary employment termination initiated by EMRICH IPR for non-disciplinary reasons.
- **Retirement** - Voluntary employee termination upon eligibility for retirement.

Employees who intend to terminate employment with EMRICH IPR, shall provide EMRICH IPR with at least two weeks of written notice. Such notice is intended to allow the Company time to adjust to the employee's departure without placing undue burden on those employees who may be required to fill in before a replacement can be found.

Since employment with EMRICH IPR is based on mutual consent, both the employee and EMRICH IPR have the right to terminate employment at-will, with or without cause, at any time.

In the case of employee termination, the employee will receive their accrued pay in accordance with all federal, state and local laws.

Any employee who terminates employment with EMRICH IPR shall return all files, records, keys, and any other materials that are the property of EMRICH IPR.

Employee benefits will be affected by employment termination in the following manner:

- All accrued vested benefits that are due and payable at termination will be paid in accordance with applicable federal, state and local laws.
- Some benefits may be continued at the employee's expense, if the employee elects to do so, such as healthcare coverage.
- The employee will be notified of the benefits that may be continued and of the terms, conditions, and limitations of such continuation.

If you have any questions or concerns regarding this policy, direct them to the Vice-President.

## 4. Working Conditions & Hours

### 4.1 Company Hours

EMRICH IPR is open for business from Monday - Friday 09:00 AM to 17:00 PM. This excludes holidays recognized by EMRICH IPR. The standard workweek is 40 hours.

Supervisors will advise employees of their scheduled shift, including starting and ending times. Business needs may necessitate a variation in your starting and ending times as well as in the total hours you may be scheduled to work each day and each week.

### 4.2 Emergency Closing

At times, emergencies such as severe weather, fires, or power failures can disrupt company operations. In extreme cases, these circumstances may require the closing of a work facility. The decision to close or delay regular operations will be made by EMRICH IPR management.

When a decision is made to close the office, employees will receive official notification from their supervisor.

### 4.3 Workplace Safety

EMRICH IPR is committed to providing a clean, safe, and healthful work environment for its employees. Maintaining a safe work environment, however, requires the continuous cooperation of all employees. EMRICH IPR and all employees must comply with all occupational safety and health standards and regulations established by the Occupational Safety and Health Act and state and local regulations. In addition, all employees are expected to obey safety rules and exercise caution and common sense in all work activities.

#### **Complaint and Reporting Procedure:**

Employees should immediately report any unsafe conditions to their supervisor without fear of reprisal. In the case of an accident that results in injury, regardless of how seemingly insignificant the injury may appear, employees must notify their supervisor. If you believe it would be inappropriate to report the matter to your supervisor, you can report it directly to:

Claudia Haessler

[chaessler@emrich-ipr.com](mailto:chaessler@emrich-ipr.com)

+49 30 4700 90813 Employees who violate safety standards, cause hazardous or dangerous situations, or fail to report or, where appropriate, remedy such situations may be subject to disciplinary action, up to and including termination of employment. **Retaliation Prohibited:**

EMRICH IPR expressly prohibits retaliation against anyone who reports unsafe working conditions or work-related accidents, injuries or illnesses. Any form of retaliation will be subject to disciplinary action, up to and including termination of employment.

Questions or concerns regarding this policy should be directed to your supervisor or the Vice-President.

### 4.4 Meal & Break Periods

In accordance with state and local laws, non-exempt employees will be provided with meal and break periods. Break periods of less than 20 minutes will be paid. Break periods lasting longer than 20 minutes will be unpaid. Non-exempt employees must be fully relieved of their job responsibilities and are not permitted to work during unpaid break and meal periods of more than 20 minutes. If for any reason a non-exempt employee does not take the applicable meal and rest period that they are provided, the employee must notify his or her supervisor immediately.

EMRICH IPR will schedule meal and break periods in order to accommodate Company operating requirements.

## 4.5 Meal Periods (New York Employees)

Employees are entitled to a meal period based on their work schedule, as outlined below:

- One 30-minute noon-day meal period will be provided between the hours of 11:00 a.m. and 2:00 p.m. to employees who work for at least 6 consecutive hours.
- One 45-minute meal period will be provided to employees who work for at least 6 consecutive hours between 1:00 p.m. and 6:00 a.m. This meal period will be scheduled in the middle of the employee's shift.
- Employees working a shift starting before 11:00 a.m. and continuing past 7:00 p.m. will be provided with an additional 20-minute meal period between the hours of 5:00 p.m. and 7:00 p.m.

For non-exempt employees, the meal period is unpaid. Non-exempt employees must record the beginning and ending of the meal period using EMRICH IPR's timekeeping system.

Non-exempt employees must be fully relieved of their job responsibilities and are not permitted to work during meal periods. If for any reason a non-exempt employee does not take the applicable meal period that they are provided, the employee must notify his or her supervisor immediately.

## 4.6 Meal & Break Periods (California Employees)

Depending on the length of an employee's shift, he or she may be entitled to meal and/or break periods as outlined in this policy. Non-exempt employees must be fully relieved of their job responsibilities and are not permitted to work during breaks and unpaid meal periods.

### Meal Periods:

Employees working 5 or more hours in a workday are entitled to a 30-minute meal period. Employees working 10 or more hours in a workday are entitled to a second 30-minute meal period. For non-exempt employees, the meal period is unpaid. Non-exempt employees must record the beginning and ending of their meal periods using EMRICH IPR's timekeeping system.

In the limited circumstances described below, with the employee's and the Company's mutual consent, employees may waive their meal periods:

- If an employee's workday ends within six hours;
- If an employee's workday will not exceed twelve hours, then the employee may waive their second meal period but only if the first meal period was not waived.

If an employee voluntarily waives a meal period, the employee must submit a written request and receive written authorization from their supervisor to do so.

In very limited situations, non-exempt employees may take a paid on-duty meal period. Non-exempt employees may only do so when the nature of their work requires it, and only after the employee and EMRICH IPR agree in writing. Employees may revoke this agreement in writing at any time.

### Rest Periods:

Non-exempt employees are also entitled to paid break periods in accordance with the following schedule:

- One 10 minute break period for shifts from 3.5 to 6 hours in length;
- Two 10 minute break periods for shifts of more than 6 hours and up to 10 hours;
- Three 10 minute break periods for shifts of more than 10 hours and up to 14 hours.

Supervisors will schedule meal and break periods in order to accommodate the Company's operating requirements. Where possible, breaks will be scheduled in the middle of each work period. Employees must take their meal and break periods, but if for any reason a non-exempt employee does not take the applicable meal or break period, the employee must notify his or her supervisor immediately.

If a non-exempt employee is discouraged, deterred, or otherwise impeded from taking a meal or break period they are entitled to, notify the Vice-President immediately.

For questions regarding this policy, please speak with the Vice-President.

## **4.7 Meal Periods (Illinois Employees)**

If scheduled for at least 7 ½ consecutive hours of work, employees are entitled to a meal period of at least 20 minutes. For non-exempt employees, the meal period is unpaid. Non-exempt employees must record the beginning and ending of the meal period using EMRICH IPR's timekeeping system.

Non-exempt employees must be fully relieved of their job responsibilities and are not permitted to work during unpaid meal periods. If for any reason a non-exempt employee does not take the applicable meal period that they are provided, the employee must notify his or her supervisor immediately.

Supervisors will schedule meal periods in order to accommodate the Company's operating requirements; however, the meal period must be scheduled no later than 5 hours after the start of the employee's shift.

## **4.8 Break Time for Nursing Mothers (Illinois Employees)**

EMRICH IPR accommodates employees who wish to express breast milk during the workday by providing reasonable paid rest periods to do so. These breaks will be provided for up to one year after the birth of the employee's child.

Lactation breaks may run concurrently with the employee's other scheduled break periods.

For questions related to this policy, please contact the Vice-President.

## **4.9 Break Time for Nursing Mothers (California Employees)**

Employees who need to express breast milk for their infant child have the right to request lactation accommodations. EMRICH IPR accommodates employees who wish to express breast milk during the workday by providing reasonable break time for this purpose. The break time will be provided each time the employee needs to express milk.

Questions regarding this policy should be directed to the Vice-President.

## **4.10 Break Time for Nursing Mothers (New York Employees)**

EMRICH IPR accommodates employees who wish to breastfeed or express breast milk during the workday by providing reasonable break time to do so.

For up to three years following a child's birth, the Company will provide nursing mothers with at least one 20 minute break every three hours for this purpose.

Employees who use regularly scheduled rest breaks to express breast milk will be paid for the break time. If the lactation break does not run concurrently with the employee's regularly scheduled compensated breaks, the time will be unpaid. Employees may work before or after their normal shift to make up for the time spent expressing milk, as long as that time falls within EMRICH IPR's regular hours of operation.

For questions about this policy, please contact the Vice-President.

## 4.11 Paid Lactation Leave (New York Employees)

EMRICH IPR accommodates employees who wish to express breast milk during the workday by providing reasonable paid periods for this purpose for three years following the birth of a child.

### Paid leave

EMRICH IPR will provide you:

- A designated room (other than a public restroom or toilet stall) to express breast milk.
- 30 minutes of paid time off each time you need to express milk (you also have the option to work while you express milk).

You may also use additional paid break or meal time periods if you need more time.

To the extent possible, lactation breaks should run concurrent with your regularly scheduled break and meal periods and will be paid consistent with the policies regarding such meal and break periods.

EMRICH IPR also recognizes that the number of paid breaks you will need to express breast milk is unique to you and will provide reasonable break times based on your needs.

### Milk Storage

You may use a refrigerator at your workplace that is owned by EMRICH IPR to store your breast milk. All expressed milk must be stored in closed containers, and you must bring it home each evening.

EMRICH IPR is not responsible for the safekeeping of the expressed milk.

### Employee Notice

When possible, you should give reasonable oral or written notice of your intention to express milk at work, generally upon returning to work after your child's birth (if you are on leave). This will allow sufficient time to make the necessary preparations, such as finding an appropriate location and adjusting schedules if needed.

You should submit a written request to the Vice-President, your direct supervisor or individual designated by EMRICH IPR for processing requests. EMRICH IPR will respond to this request for a room or other location to express breast milk in writing within five days.

### Reasonable Accommodations

If you experience limitations in your ability to perform your jobs as a result of pregnancy, childbirth or related medical conditions, you may also request a reasonable accommodation as is necessary.

EMRICH IPR will do its best to provide you with reasonable accommodations, which can include, but are not limited to:

- Additional equipment for sitting
- More frequent or longer breaks
- Periodic rest
- Assistance with manual labor
- Job restructuring
- Light-duty assignments
- Modified work schedules
- Temporary transfers to less strenuous or hazardous work
- Time off to recover from childbirth
- Break time and appropriate facilities for expressing breast milk

You should be prepared to discuss your need and the probable duration for the accommodation you request, and you should speak with the Vice-President to discuss your need for reasonable accommodation.

## Nonretaliation

EMRICH IPR will not retaliate against an employee who requests time to express breast milk at work or uses a reasonable accommodation under this policy.

## Questions

Questions regarding this policy should be directed to the Vice-President.

## 4.12 Security

The purpose of EMRICH IPR's security policy is to protect Company assets and to maintain a safe working environment for all employees.

### Facility Access:

All regular EMRICH IPR employees will be issued a key to gain access to EMRICH IPR facilities. Employees who are issued keys are responsible for their safekeeping. All lost or stolen keys must be reported to your supervisor as soon as possible.

Upon separation from EMRICH IPR, and at any other time upon EMRICH IPR's request, all keys must be returned to your supervisor.

### Closing Procedures:

The last employee, or a designated employee, who leaves the office at the end of the business day assumes the responsibility to ensure that: all doors are securely locked; the alarm system is armed; thermostats are set on appropriate evening and/or weekend setting; and all appliances and lights are turned off with the exception of the lights normally left on for security purposes.

Employees are not permitted on company property after hours without prior written authorization from the Vice-President.

## 4.13 Break Time for Nursing Mothers

EMRICH IPR accommodates employees who wish to express breast milk during the workday by providing reasonable break times to do so. The Company will provide a designated room, other than a bathroom, that is shielded from view, free from intrusion from coworkers and the public and is in compliance with all other applicable laws for this purpose.

Employees who use regularly scheduled rest breaks to express breast milk will be paid for the break time. If the lactation break does not run concurrently with the employee's regularly scheduled compensated break, the lactation break time will be unpaid.

For questions related to this policy, please contact the Vice-President.

## 5. Employee Benefits

### 5.1 Health Insurance

EMRICH IPR's health insurance benefits are intended to protect you and your family from financial loss resulting from hospital, surgical, or other health-related expenses. Eligible employees may elect to begin health insurance benefits On the first day of the month after completing the introductory period.

This policy provides a summary of the benefits which may be provided at the Company's discretion. Actual coverage is determined by the express terms of the plan documents. We encourage both you and your family to review the plan's Summary Plan Description (SPD) materials carefully.

If there are any conflicts between the handbook or summaries provided and the plan documents, the plan documents will control. The Company reserves the right to amend, interpret, modify or terminate any of its employee benefits programs without prior notice to the extent allowed by law.

For details on the specific health insurance plans offered through EMRICH IPR, as well as copies of the plan documents, contact the Vice-President.

### 5.2 Retirement Plan

EMRICH IPR employees have the opportunity to participate in a company-sponsored retirement plan Immediately. Full-time and part-time employees are eligible to participate in the plan.

This policy provides a summary of the benefits which may be provided at the Company's discretion. Actual coverage is determined by the express terms of the plan documents. We encourage you to review the plan's Summary Plan Description (SPD) materials carefully.

If there are any conflicts between the handbook or summaries provided and the plan documents, the plan documents will control. The Company reserves the right to amend, interpret, modify or terminate any of its employee benefits programs without prior notice to the extent allowed by law.

For details on the specific retirement plans offered through EMRICH IPR, as well as copies of the plan documents, contact the Vice-President.

### 5.3 Holidays

EMRICH IPR observes the following paid holidays:

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Indigenous People's Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day

Due to the nature of our business, EMRICH IPR may require employees to work on a holiday. Employees required to work on holidays will be paid holiday pay in accordance with applicable laws.

## 5.4 Paid Time Off (PTO)

Paid Time Off (PTO) is an all-purpose time off policy for eligible employees to use for vacation, illness, injury, or personal business. PTO combines traditional vacation and sick leave plans into one flexible, inclusive policy. PTO is payable in the same manner as the regular salary and is subject to the same withholding elections.

Employees in the following employment classification(s) are eligible to earn and use PTO as described in this policy: Full-time and part-time employees

Upon entering an eligible employment classification, employees will begin to earn PTO according to the following schedule:

After 0 year(s) of service employees are eligible for 30 PTO Days. This divides into 22 days of vacation and 8 days of sick leave. PTO is prorated for partial years.

Unless EMRICH IPR is required by state or local law to carry over unused PTO to the following year, employees must use their earned time prior to March 31 of the following calendar year; otherwise the time will be forfeited. For details on carryover or other provisions of this policy, contact Vice-President.

Paid time off is paid at your base pay rate at the time of the absence. It does not include overtime or any special forms of compensation such as incentives, commissions, bonuses, or shift differential.

Employees with an unexpected need (i.e. sudden illness or emergency) to request PTO should notify their direct supervisor as early as possible. Employees must also contact their direct supervisor on each additional day of absence.

Work-related accidents and illness are covered by Workers' Compensation Insurance, pursuant to the requirements of the laws in the state(s) in which EMRICH IPR operates. The PTO policy outlined above does not apply to those illnesses or injuries that are covered by an applicable Workers' Compensation policy.

## 5.5 Paid Time Off Policy Supplement (California Employees)

Paid time off provided by EMRICH IPR will accrue at the rate established within our Paid Time Off (PTO) policy. All employees are encouraged to use their available PTO each year. However, in the event an employee does not use their accrued PTO, the time will not be forfeited and will be carried over from year to year.

Employees can earn up to 1.75 times their annual rate of PTO before a cap will be placed on the accrual of additional time off. Once this cap is reached, employees must use a portion of their accrued PTO before they can continue to accrue additional time off.

Upon termination of employment, EMRICH IPR will pay employees their earned and unused paid time off at his or her final rate of pay.

Questions surrounding paid time off with the Company should be directed to the Vice-President.

## 5.6 Paid Sick Leave (California Employees)

Eligible employees are entitled to paid sick leave under the Healthy Workplaces, Healthy Families Act.

### **Eligible Employees:**

To be eligible for paid sick leave, employees must work in California for EMRICH IPR for 30 or more days within a year of their hire date. Employees can begin using accrued paid sick leave after 90 days of service with EMRICH IPR.

### **Basic Leave Entitlement:**

Eligible employees may take up to 24 hours or 3 days (whichever is more) of accrued paid sick leave per year for:

- The diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an

- employee's family member; or
- To attend legal proceedings, or to obtain care, counseling or other victims' services for domestic violence, sexual assault, or stalking.

Employees accrue paid sick leave at a rate of one hour for every 30 hours worked, up to a maximum of 48 hours or six days per year. Accrued leave may generally be carried over into the following year; however, employees may not use more than three days of paid sick leave per year.

Upon separation from EMRICH IPR, employees are not entitled to compensation for accrued, but unused paid sick days.

**Notice:**

To the extent possible, employees must provide reasonable advance notice of their need for leave under this policy. If the need for leave is not foreseeable, an employee must provide notice as soon as practicable.

**Benefits Continuation:**

Leave under this policy will not constitute a break in the employee's continuous service for the purpose of EMRICH IPR benefits and seniority.

**Job Restoration:**

Upon expiration of the leave, an employee will generally be reinstated to his or her position with equivalent seniority, benefits, pay and other terms and conditions of employment.

**Relationship with Other Leave Policies:**

If a law, regulation or policy provides for greater accrual or use of sick days, the law, regulation or policy with the greater protection may apply. For questions regarding the interplay between your entitlement to leave under other laws, regulations or Company policies and your entitlement to leave under the Act, please contact the Vice-President.

## 5.7 Military Leave

EMRICH IPR grants employees unpaid time off for service, training and other obligations in the uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and any other applicable state law.

All employees requesting time off for military service must provide advance notice to their immediate supervisor, unless military necessity prevents such notice or it is otherwise impracticable. Continuation of health insurance benefits is available during military leave subject to the terms and conditions of the group health plan and applicable law.

Employees are eligible for reemployment for up to five years from the date their military leave began. The period an individual has to apply for reemployment or report back to work after military service is based on time spent on military duty and on applicable law. For reinstatement guidelines, contact the Vice-President.

Employees who qualify for reemployment will return to work at a pay level and status equal to that which they would have attained had they not taken military leave. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service.

EMRICH IPR complies with all rights and protections under all applicable state laws granting time off for service, training and other obligations in the uniformed services. This includes, but is not limited to, benefits entitlement and continuation, notice and recertification requirements, and reemployment application requirements.

Questions regarding this policy should be directed to the Vice-President.

## 5.8 Jury Duty

EMRICH IPR encourages employees to fulfill their civic responsibilities when called upon to serve as a juror. Employees must provide their immediate supervisor with a copy of their jury summons as soon as possible so that the supervisor may make arrangements to accommodate their absence.

Employees on jury duty must report to work on workdays, or parts of workdays, when they are not required to serve. Either EMRICH IPR or the employee may request an excuse from jury duty if it is determined that the employee's absence would

create serious operational difficulties.

Jury duty will be paid if required by applicable state law. If paid, jury duty pay will be calculated on the employee's base pay rate times the number of hours the employee would otherwise have worked on the day of absence. If exempt employees miss work because of jury duty, they will receive their full salary, unless they miss the entire workweek. However, EMRICH IPR may offset any jury-duty fees received by an exempt employee against the salary due for that workweek.

## **5.9 Jury Duty Leave (New York Employees)**

EMRICH IPR encourages employees to fulfill their civic responsibilities when called upon to serve as a juror. Employees must provide their immediate supervisor with a copy of their jury summons as soon as possible but prior to the start of jury duty service so that the supervisor may make arrangements to accommodate their absence. Either EMRICH IPR or the employee may request an excuse from jury duty if it is determined that the employee's absence would create serious operational difficulties.

Jury duty leave is unpaid; however, employees may opt to use accrued paid time off for this purpose.

## **5.10 Workers' Compensation**

Employees who are injured on the job at EMRICH IPR are eligible for Workers' Compensation benefits. Such benefits are provided at no cost to employees and cover any injury or illness sustained in the course of employment that requires medical treatment.

Lost time or medical expenses incurred as a result of an accident or injury which occurred while an employee was on the job will be compensated for in accordance with workers' compensation laws. This protection is paid for in full by EMRICH IPR. No premium is charged for this coverage and no individual enrollment is required. EMRICH IPR will provide medical care and a portion of lost wages through our insurance carrier.

All job-related accidents or illnesses must be reported to an employee's supervisor immediately upon occurrence. Supervisors will then immediately contact the Vice-President to obtain the required claim forms and instructions.

## **5.11 Crime Victims Leave (California Employees)**

An employee may be entitled to leave if the employee, or his or her immediate family member, is a victim of a serious or violent felony, or a felony related to theft or embezzlement. Such leave may be taken to attend legal and court proceedings related to the crime. For purposes of this policy, immediate family member means spouse, registered domestic partner, child, child of registered domestic partner, stepchild, sibling, stepbrother, stepsister, parent, and stepparent.

The employee must provide EMRICH IPR with a copy of the notice of each scheduled proceeding that is provided to the victim, unless advance notice is not feasible. When advance notice is not feasible, the employee must be prepared to provide EMRICH IPR with certification of the judicial proceeding from the proper authority within a reasonable time following the leave. The documentation may be from the court or government agency setting the hearing, the district attorney or prosecuting attorney's office, or the victim/witness office that is advocating on behalf of the victim.

Crime victims leave is unpaid; however, employees may use accrued paid time off for this purpose.

Upon expiration of the leave, an employee will generally be reinstated to his or her position with equivalent seniority, benefits, pay and other terms and conditions of employment.

## **5.12 Crime Victims Leave (New York Employees)**

An employee may be entitled to leave to attend criminal justice proceedings if the employee is a victim of a crime, is seeking an application or enforcement of a protection order, or is a witness in a criminal proceeding.

Except in cases of imminent danger to the health or safety of the employee, or unless impracticable, an employee requesting crime victims leave must inform his or her supervisor prior to the date of their court appearance.

Employees must be prepared to provide EMRICH IPR with certification to verify the employee's eligibility for the leave requested, such as a police report, a court order, or evidence that they appeared in court.

Crime victims leave is unpaid; however, employees may use accrued paid time off for this purpose.

## 5.13 Domestic Violence Leave (California Employees)

An employee may be entitled to a reasonable amount of leave if the employee is a victim of domestic violence, sexual assault or stalking. This leave may be used:

- To seek medical attention for injuries caused by domestic violence, sexual assault or stalking;
- To obtain services from a domestic violence shelter, program, or crisis center as a result of domestic violence, sexual assault or stalking;
- To obtain psychological counseling related to an experience of domestic violence, sexual assault or stalking; or
- To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault or stalking, including temporary or permanent relocation.

Except in cases of imminent danger to the health or safety of the employee, or unless impractical, an employee requesting domestic violence leave must provide his or her supervisor with reasonable notice prior to the need for leave.

Employees must be prepared to provide EMRICH IPR with certification to verify the employee's eligibility for the leave requested, such as a police report, a court order, or documentation from a medical professional, domestic violence advocate, health care provider, or counselor.

Domestic violence leave is unpaid; however, employees may use accrued paid time off for this purpose.

## 5.14 Voting Leave (California Employees)

EMRICH IPR requests that, whenever possible, employees vote before or after work hours to avoid interference with business operations. However, if an employee does not have sufficient time outside of work hours to cast his or her ballot, the employee may be eligible for up to two hours of paid time off to vote on Election Day.

EMRICH IPR may specify the hours during which the employee may take leave to vote. Such time will generally be limited to the beginning or end of a working shift, whichever allows the most time for voting and the least time off from a regular working shift, unless otherwise mutually agreed.

To the extent possible, employees must provide at least two working days' notice of their need for leave under this policy.

Employees must be prepared to provide EMRICH IPR with certification, such as a voter's receipt, to prove that he or she voted.

## 5.15 Voting Leave (New York Employees)

EMRICH IPR requests that, whenever possible, employees vote before or after work hours to avoid interference with business operations. However, if an employee does not have sufficient time outside of work hours to cast his or her ballot, the employee may be eligible for time off to vote.

EMRICH IPR may specify the hours during which the employee may take leave to vote. Such time will generally be limited to the beginning or end of a working shift unless otherwise mutually agreed.

If there are fewer than four consecutive hours between the opening of the polls and the beginning of an employee's workday or between the end of an employee's workday and the closing of the polls, an employee may take up to two hours of paid leave to vote on Election Day.

To the extent possible, employees must provide no more than 10, and no less than two, days' written notice of their need for leave under this policy.

Employees must be prepared to provide EMRICH IPR with certification, such as a voter's receipt, to prove that he or she voted.

## 5.16 Disability Benefits (New York Employees)

Employees who are unable to work due to a non-work related injury or sickness, including pregnancy, may be eligible for disability benefits through EMRICH IPR.

### Eligibility

Employees who have worked for a covered employer for at least 4 consecutive weeks may be entitled to up to 26 weeks of partial wage replacement during 52 consecutive weeks.

Employees must be under the care of a healthcare provider, and must be prepared to provide proof of their disability from their healthcare provider, in order to qualify for benefits.

### Filing a Claim

Employees must file a claim with the Vice-President or with the Company's insurance carrier within 30 days after becoming disabled. Employees are subject to a 7 day waiting period before receiving benefits.

If an employee files a claim for disability benefits after 30 days, the employee will not be paid for any disability period more than two weeks before the claim is filed. Late filings may be excused, however, if the employee can show that it was not reasonably possible to file earlier.

An employee will not be entitled to any disability benefits if the employee files a claim more than 26 weeks after the disability begins.

Contact the Vice-President for assistance in determining eligibility and other questions related to disability benefits.

## 5.17 Paid Family Leave (California Employees)

Employees in California are eligible for up to 6 weeks of wage replacement benefits within a 12-month period from the State of California for absences from work for the following reasons:

- To care for a child, spouse, domestic partner, parent, parent-in-law, grandparent, grandchild or sibling with a serious health condition;
- To bond with a new child; or
- To bond with a new child in connection with the adoption or foster care placement of that child.

Employees must provide a medical certification when filing a Paid Family Leave claim to provide care for a seriously ill family member.

Paid Family Leave is limited to the first year after the birth, adoption or foster care placement of a child.

Employees may be required to use up to 2 weeks of accrued paid time off prior to receiving Paid Family Leave benefits.

California Paid Family Leave does not provide employees with job protection. Rather, eligible employees are entitled to receive certain paid benefits from the State of California if the employee is absent from work for the reasons stated above.

The State of California will determine whether you are eligible for Paid Family Leave benefits, including the amount of benefits you may receive. Your entitlement to benefits is subject to the terms and conditions established by the State of California.

Generally, employees entitled to leave under the federal Family and Medical Leave Act, the California Family Rights Act, or the New Parent Leave Act must take Paid Family Leave concurrently with leave taken under those acts.

Employees who are interested in any additional information about these benefits should contact the Vice-President.

## 5.18 Volunteer Emergency Response Leave (New York Employees)

During a declared state of emergency, volunteer firefighters or volunteer ambulance workers may be allowed a leave of absence to respond to an emergency. Employees are eligible for leave when:

- They provide EMRICH IPR with advance notice that they are a volunteer firefighter or volunteer ambulance worker; or
- The employee's duties are related to the declared emergency.

If an employee is going to be late or absent due to an emergency dispatch, she or he must make every effort possible to provide notice to his or her supervisor prior to the beginning of the employee's shift.

Employees must be prepared to provide EMRICH IPR with certification from the volunteer fire department or ambulance service verifying the period of time the employee responded to the emergency.

Emergency response leave is unpaid; however, employees may opt to use accrued paid time off for this purpose.

## 5.19 Paid Family Leave (New York Employees)

Employees working in New York may be eligible for up to eight weeks of wage replacement benefits within a 52-week period for Paid Family Leave from the State of New York. The duration of wage-replacement benefits will increase to 10 weeks in 2019 and then to 12 weeks in 2021.

**Eligible Employees:** Employees must generally be employed with EMRICH IPR for at least 26 consecutive weeks to be eligible for Paid Family Leave. Employees who work less than 20 hours per week must be employed for at least 175 days to be eligible.

**Employee Notice:** When the need for family leave is foreseeable, employees must generally provide at least 30 days' notice to EMRICH IPR. If the need for leave is not foreseeable, employees must notify EMRICH IPR as soon as practical.

**Basic Leave Entitlement:** Under the program, eligible employees may take leave and receive wage replacement benefits for the following reasons:

- To care for a family member with a serious health condition.
- To bond with the employee's child during the first 12 months after the child's birth or after the placement of the child for adoption or foster care; or
- Because of any qualifying exigency arising out of the fact that the spouse, domestic partner, child, 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 of the United States.

Family member is defined as a child, parent, parent-in-law, grandparent, grandchild, spouse, or domestic partner.

Serious health condition is defined as an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential health care facility, continuing treatment, or continuing supervision by a health care provider.

**Intermittent or Reduced Schedule Leave:** Paid Family Leave for bonding purposes may be taken intermittently or on a reduced schedule and must be taken within twelve months of the birth, adoption, or placement of the child. Employees may also take intermittent or reduced schedule leave for a family member's serious health condition or for active duty family leave. Employees should make a good faith effort to not unnecessarily disrupt Company operations while taking intermittent or reduced scheduled leave.

**Wage Replacement:** Wage replacement is based on a percentage of the employee's average weekly wage. Employees may use accrued, available paid time off in order to supplement their pay during all or a portion of their leave. Contact the Vice-President to obtain the required forms to receive benefits.

**Job Restoration:** Eligible employees returning from Paid Family Leave will generally be reinstated to the position they held before the start of the leave, or to a comparable position with comparable pay, benefits, and other terms and conditions of employment.

**Benefits Continuation:** During the duration of Paid Family Leave, an employee's existing health benefits will be maintained as if the employee had continued to work.

**Relationship with Federal FMLA and Other Leave Policies:** Where applicable, when an employee's leave qualifies under New York Paid Family Leave and the federal Family and Medical Leave Act ("FMLA"), the leave used counts against the employee's entitlement under both laws and must be taken concurrently. To the extent the Company offers the employee leave through another plan or policy, the plan or policy with the greatest protection will apply.

**Anti-Retaliation:** EMRICH IPR will not retaliate against an employee for requesting or using leave under this policy.

**Questions Regarding Paid Family Leave:** Employees who are interested in any additional information about these benefits

should contact the Vice-President.

## 5.20 Pregnancy Accommodation Policy (Illinois Employees)

Employees who are limited in their abilities to perform their jobs because of pregnancy, childbirth, and related medical conditions may request a reasonable accommodation as is necessary.

EMRICH IPR will provide eligible employees with reasonable accommodations as long as the accommodation does not impose an undue hardship on the Company. Reasonable accommodations include, but are not limited to:

- More frequent or longer breaks
- Break time and appropriate facilities for expressing breast milk
- Assistance with manual labor
- Light duty assignments or temporary transfer to a less strenuous position
- An accessible worksite
- Suitable seating or the acquisition or modification of equipment
- Job restructuring
- Part-time or modified work schedule
- Reassignment to a vacant position
- Leave of absence necessitated by pregnancy, childbirth, or medical or common conditions resulting from pregnancy or childbirth

Employees should be prepared to provide the Company with medical certification in order to verify the need and probable duration for the accommodation requested.

If an employee takes leave as an accommodation, the leave is unpaid; however, employees may use accrued paid time off for this purpose. To the extent allowed by law, leave taken under this policy runs concurrently with leave provided under other relevant laws. Upon expiration of leave taken under this policy, an employee will generally be reinstated to her position with equivalent seniority, benefits, pay and other terms and conditions of employment.

The Company will not retaliate against an employee who requests or uses a reasonable accommodation under this policy. Employees should speak with the Vice-President to discuss their need for reasonable accommodation or for questions regarding this policy.

## 5.21 Domestic Violence and Other Crime Victims Leave (California Employees)

An employee may be entitled to a reasonable amount of unpaid leave if the employee is:

- A victim of domestic violence, sexual assault, or stalking.
- A victim of a crime that caused physical injury or that caused mental injury and a threat of physical injury.
- An individual whose immediate family member is deceased as the direct result of a crime.

This leave may be used to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or their child.

For the purposes of this policy, an immediate family member is:

- Regardless of age, a biological, adopted, or foster child, stepchild, or legal ward, a child of a domestic partner, a child to whom the employee stands as a parent, or a person to whom the employee stood as a parent when the person was a minor.
- A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or an employee's spouse or domestic partner, or a person who stood as a parent when the employee or the employee's spouse or domestic partner was a minor child.
- A person to whom the employee is legally married under the laws of any state, or a domestic partner of an employee as registered under the laws of any state or political subdivision.
- A biological, foster, or adoptive sibling, a stepsibling, or a half-sibling.
- Any other individual whose close association with the employee is the equivalent of a family relationship described above.

**Employee Notice:**

When feasible, an employee requesting leave must provide their supervisor with reasonable notice prior to the need for leave. When advance notice isn't feasible, employees must be prepared to provide EMRICH IPR with certification to verify the employee's eligibility for the leave taken, such as:

- A police report;
- A court order;
- Documentation from a medical professional, victim advocate, health care provider, or counselor; or
- Any other form of documentation that reasonably verifies that the crime or abuse occurred, including but not limited to, a written statement signed by the employee, or an individual acting on the employee's behalf, certifying that the absence is for a covered reason.

**Substitution of Paid Leave:**

Under this policy, leave is unpaid; however, employees may use accrued paid time off for this purpose.

**Retaliation Prohibited:**

EMRICH IPR will not take adverse action against an employee for exercising their rights under the law.

**Questions Regarding Leave:**

Employees who have any questions or concerns regarding this policy should contact their supervisor or the Vice-President.

## **5.22 Domestic Violence Leave and Reasonable Accommodations (Illinois Employees)**

An employee may be entitled to up to four weeks of leave during a 12-month period if the employee, or a family or household member, is a victim of domestic, gender, or sexual violence, or any other covered crime of violence.

**Reasons for Leave:**

This leave may be used to:

- Seek medical attention for, or recover from, physical or psychological injuries caused by domestic, gender, or sexual violence or any other crime of violence;
- Obtain services from a victim services organization;
- Obtain psychological or other counseling;
- Participate in safety planning, temporarily or permanently relocate, or take other actions to increase safety from future domestic, gender, or sexual violence or ensure economic security; or
- Seek legal assistance or remedies to ensure the health and safety of the employee or the employee's family or household member, including to prepare for or participate in any civil or criminal legal proceeding related to or derived from the incident.

Covered family and household members include a:

- Spouse or party to a civil union
- Parent
- Grandparent
- Child
- Grandchild
- Sibling
- Any other person related by blood or by present or prior marriage or civil union, or who shares a relationship through a child, or any other individual whose close association with the employee is the equivalent of a family relationship.

**Unpaid Leave:**

This leave is unpaid; however, employees may use accrued paid time off for this purpose.

**Notice:**

Except in cases of imminent danger to the health or safety of the employee or their family member, or unless impractical, an employee requesting domestic violence leave must inform their supervisor at least 48 hours prior to the need for leave.

**Certification:**

Employees must be prepared to provide certification to verify the employee's eligibility for the leave requested, such as police reports, court records, or documentation from a victim services organization, an attorney, a member of the clergy, or a medical or other professional from whom the employee or the employee's family or household member has sought assistance.

#### **Reasonable Accommodations:**

Employees may also be entitled to a reasonable accommodation for limitations related to being a victim of domestic, sexual, or gender violence, or any other crime of violence or a family or household member being a victim of the same.

Accommodations may include:

- An adjustment to a job structure, workplace facility, or work requirement, including a transfer, reassignment, modified schedule, or leave;
- A changed telephone number or seating assignment;
- Installation of a lock, or implementation of a safety procedure;
- Assistance in documenting an incident that occurs at the workplace or in work-related settings; or
- Any other reasonable accommodation in response to actual or threatened domestic, sexual, or gender violence, or any other crime of violence.

#### **Reinstatement:**

Upon expiration of the leave, an employee will generally be reinstated to their position with equivalent seniority, benefits, pay and other terms and conditions of employment.

#### **Questions Regarding Leave:**

Employees who have any questions or concerns regarding this policy should contact their supervisor or the Vice-President.

## **5.23 Jury Duty Leave (Illinois Employees)**

EMRICH IPR encourages employees to fulfill their civic responsibilities when called upon to serve as a juror. Employees must provide their immediate supervisor with a copy of their jury summons within 10 days so that the supervisor may make arrangements to accommodate their absence. Either EMRICH IPR or the employee may request an excuse from jury duty if it is determined that the employee's absence would create serious operational difficulties.

If an employee reports for jury duty and/or serves on a jury, he or she will not be required to work the night shift. Time off for jury duty will be unpaid; however, employees may opt to use accrued paid time off for this purpose.

## **5.24 Emergency Response Leave (Illinois Employees)**

Volunteer emergency workers may be allowed a leave of absence to respond to an emergency that occurs prior to the start of their shift.

If an employee is going to be late or absent due to an emergency dispatch, he or she must make every effort possible to provide notice to his or her supervisor prior to the beginning of their shift.

Employees must be prepared to provide EMRICH IPR with certification from the appropriate authority along with the date and time of the employee's response to the emergency to verify the employee's eligibility for leave.

Emergency response leave is unpaid; however, employees may use accrued paid time off for this purpose.

## **5.25 Witness Duty Leave (Illinois Employees)**

Employees may be eligible for leave if they are subpoenaed to testify as a witness in a criminal proceeding.

To the extent possible, employees must provide his or her supervisor with notice of their need for leave under this policy as soon as possible after receipt of the subpoena.

Leave is unpaid; however, employees may opt to use accrued paid time off for this purpose.

Employees must be prepared to provide EMRICH IPR with certification to verify the employee's eligibility for the leave requested.

## 5.26 Voting Leave (Illinois Employees)

EMRICH IPR requests that, whenever possible, employees vote before or after work hours to avoid interference with business operations. However, if an employee does not have sufficient time outside of work hours to cast his or her ballot, the employee may be eligible for time off to vote.

EMRICH IPR may specify the hours during which the employee may take leave to vote. Such time will generally be limited to the beginning or end of a working shift unless otherwise mutually agreed.

If there are fewer than two consecutive hours between the opening of the polls and the beginning of an employee's workday or between the end of an employee's workday and the closing of the polls, an employee may take up to two hours of paid leave to vote on Election Day.

To the extent possible, employees must advise their supervisor of their need for leave under this policy no later than the day before the election.

Employees must be prepared to provide EMRICH IPR with certification, such as a voter's receipt, to prove that he or she voted.

## 5.27 Paid Leave (Illinois Employees)

Under state law, employees may be entitled to up to 40 hours of paid leave. The leave may be used for any reason.

Accrual, Frontloading and Carryover:

Under the law, employees are entitled to begin accruing paid leave on January 1, 2024 or their date of hire, whichever is later. Employees are entitled to accrue one hour of paid leave for every 40 hours worked, up to 40 hours in the benefit year.

Employees who are exempt from the overtime requirements of the federal Fair Labor Standards Act are deemed to work 40 hours in each workweek for purposes of paid leave accrual unless their regular workweek is less than 40 hours, in which case paid leave accrues based on that regular workweek.

If EMRICH IPR uses the accrual method, any unused paid leave will be carried over to the next benefit year. However, under this policy, employees are limited to using 40 hours of paid leave in any benefit year.

Instead of using the accrual method, EMRICH IPR may make available the minimum number of hours of paid leave to an employee on the first day of employment or the first day of the benefit year. This is commonly known as frontloading.

If EMRICH IPR frontloads the paid leave, unused leave won't be carried over to the next benefit year. However, under no circumstances will an employee be credited with paid leave that is less than what the employee would have accrued under the accrual method.

Use:

Employees are entitled to begin using their paid leave 90 days following commencement of their employment or March 31, 2024, whichever is later.

Employees are entitled to use accrued paid leave for any reason, upon written or oral request. They aren't required to provide a reason for the leave, and EMRICH IPR won't require employees to provide documentation or certification in support of the leave. Employees may choose whether to use paid leave provided under the law prior to using any other leave provided by EMRICH IPR or another state law.

Employees are also entitled to determine how much paid leave they need to use, but EMRICH IPR may set a reasonable minimum increment for the use of paid leave, provided the minimum increment doesn't exceed two hours per day.

Pay During Leave:

During the leave, the employee will be paid their hourly rate of pay. Employees engaged in an occupation in which gratuities or commissions have customarily and usually constituted and have been recognized as part of their pay will be paid at least the full minimum wage in the location in which they are employed when paid leave is taken.

#### Employee Notice:

If use of paid leave is foreseeable, employees must provide seven calendar days' notice before the date the leave is to begin.

If the use of paid leave isn't foreseeable, the employee must provide notice as soon as is practical. To provide such notice, the employee must call or email their supervisor or the Vice-President to provide oral or written notice.

#### Retaliation Prohibited:

EMRICH IPR will not take adverse action against an employee for exercising their rights under the law.

If you have questions about this policy, please contact the Vice-President.

## 5.28 Reproductive Loss Leave (California Employees)

Beginning January 1, 2024, employees may be eligible for time off if they experience a covered reproductive loss. This leave is separate and distinct from the state's bereavement leave and other leave requirements.

#### Covered Employees

To be eligible for leave under this policy, EMRICH IPR must have five or more employees and the employee must be employed by EMRICH IPR for at least 30 days prior to the start of the leave.

#### Leave Allotment

Covered employee to take up to five days of reproductive loss leave following a covered reproductive loss event. Employees are entitled to use the leave on consecutive or nonconsecutive days.

The leave must typically be taken within 3 months of the event. If an employee experiences more than one reproductive loss event within a 12-month period, the employee is entitled to a maximum of 20 days of such leave within a 12-month period.

#### Covered Events

Under this policy, leave may be taken after a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction, provided the employee would have been a parent if the covered event were successful.

#### Pay During Leave

The leave must be taken pursuant to any existing applicable leave policy of EMRICH IPR. If there is no existing applicable leave policy, reproductive loss leave may be unpaid, except that an employee may use vacation, personal leave, accrued and available sick leave, or compensatory time off that is otherwise available to the employee.

#### Retaliation Prohibited

EMRICH IPR will not take adverse action against an individual because they:

- Exercise the right to reproductive loss leave.
- Give information or testimony as to their own reproductive loss leave, or another person's reproductive loss leave, in an inquiry or proceeding related to rights guaranteed the law.

If you have questions about this policy, please contact the Vice-President.

## 5.29 Pregnancy Disability Leave & Pregnancy Accommodation (California Employees)

Employees who are temporarily disabled because of pregnancy, childbirth, or related medical conditions may take up to 4 months of leave either before or after childbirth.

#### Intermittent or Reduced Schedule Leave:

Leave may be taken on an intermittent basis or the employee may work a reduced work schedule if advised by their health

care provider. EMRICH IPR may require the employee to transfer temporarily to an alternative position with equivalent pay and benefits that would better accommodate recurring periods of leave.

#### Notice:

To the extent possible, employees must provide 30 days advance notice of their need for leave under this policy. EMRICH IPR will respond to the request made by the employee as soon as practical but no later than 10 days after receiving the request. EMRICH IPR will make every effort to respond to such request prior to the date leave is due to begin.

#### Medical Certification:

Employees must be prepared to provide EMRICH IPR with medical certification by a health care provider to verify the employee's eligibility for the leave requested.

#### Benefits Continuation:

Employees taking pregnancy disability leave are entitled to maintain the same level of benefits and seniority with EMRICH IPR for the duration of the leave as if the employee continued employment.

#### Reasonable Accommodation:

Employees who are limited in their abilities to perform their jobs because of pregnancy, childbirth, and related medical conditions may request a reasonable accommodation as is necessary. Reasonable accommodations include, but are not limited to:

- Modifying work duties, practices or policies
- Modifying work schedules
- More frequent breaks
- Transfer to a less strenuous position
- Providing furniture, or acquiring or modifying equipment or devices
- Providing a reasonable amount of break time to express breast milk
- Time off to recover from pregnancy, childbirth or related medical condition

#### Compensation:

Leave under this policy is unpaid; however, employees may use accrued paid time off for this purpose.

#### Return to Work:

Employees returning from leave will be reinstated to the same position or a comparable position to the position held when leave began unless doing so is not possible due to legitimate business reasons unrelated to the employee taking such leave. Employees may be required to submit a release to return to work by their health care provider.

#### Relationship with Federal Family and Medical Leave and Other Leave Policies:

To the extent allowed by law, pregnancy disability leave must be taken concurrently with leave taken under the federal Family and Medical Leave Act. Employees are entitled to take pregnancy disability leave in addition to any leave entitlement provided under the California Family Rights Act. To the extent the Company offers the employee leave through another plan or policy, the plan or policy with the greatest protection will apply.

#### Questions Regarding this Policy:

EMRICH IPR will not retaliate against an employee for requesting or using leave or a reasonable accommodation under this policy. Employees should speak with the Vice-President to discuss their need for leave or reasonable accommodation, or if they have questions about this policy.

## 5.30 Pregnancy Accommodation Policy (New York Employees)

Employees who are limited in their abilities to perform their jobs because of pregnancy, childbirth, and related medical conditions may request a reasonable accommodation as is necessary.

EMRICH IPR will provide eligible employees with reasonable accommodations as long as the accommodation does not impose an undue hardship on the Company. Reasonable accommodations include, but are not limited to, providing an accessible worksite, acquisition or modification of equipment, job restructuring, modified work schedules or other modifications in order to perform the essential functions of the job.

Employees should be prepared to verify the need and probable duration for the accommodation requested.

If an employee takes leave as an accommodation, the leave is unpaid; however, employees may use accrued paid time off for this purpose. To the extent allowed by law, leave taken under this policy runs concurrently with leave provided under other relevant laws. Upon expiration of leave taken under this policy, an employee will generally be reinstated to her position with equivalent seniority, benefits, pay and other terms and conditions of employment.

The Company will not retaliate against an employee who requests or uses a reasonable accommodation under this policy. Employees should speak with the Vice-President to discuss their need for reasonable accommodation or for questions regarding this policy.

## 5.31 Paid Sick Leave (New York Employees)

Employees who work in New York may be entitled to paid sick leave under state law.

Basic Leave Entitlement:

Eligible employees may use up to 40 hours of accrued sick leave per year for the following purposes:

- For the employee's, or their family member's, mental or physical illness, injury, or health condition.
- For the employee's, or their family member's, diagnosis, care, or treatment of a mental or physical illness, injury, or health condition, including preventative care.
- When the employee or their family member is a victim of domestic violence, a family offense, sexual offense, stalking, or human trafficking. Leave may be used to obtain services, participate in safety planning, relocate, meet with an attorney or social services provider, participate in civil or criminal proceedings, file a complaint with law enforcement, enroll their child in a new school, or take any other action to ensure their health and safety.

Accrual and Carry Over:

Beginning September 30, 2020, employees accrue paid sick leave at a rate of one hour for every 30 hours worked, up to 40 hours per year. Employees are generally entitled to carryover accrued, unused paid sick leave to the following year, but may not use more than 40 hours per year.

Employees may begin using accrued sick leave on January 1, 2021.

Notice:

If the need for leave is foreseeable, employees must provide 10 days' advance notice of their need for leave under this policy and the anticipated duration of the leave. Otherwise, employees must generally follow EMRICH IPR's regular reporting procedures for unscheduled absences. When possible, employees should make a reasonable effort to schedule sick leave so it does not unduly disrupt EMRICH IPR operations.

Pay:

The sick leave provided under this policy is paid. Employees will generally be paid the same rate of pay with the same benefits as they normally earn.

Retaliation Prohibited:

EMRICH IPR will not retaliate against, or interfere with, employees exercising their rights under the law.

Job reinstatement:

Upon expiration of the leave, an employee will generally be reinstated to his or her position with equivalent seniority, benefits, pay, and other terms and conditions of employment.

Unused Sick Leave at Termination:

Unless an employer policy or collective bargaining agreement provides otherwise, employees are not entitled to payment of unused sick leave upon separation from employment.

Relationship with Other Leave Policies:

If a law, regulation or policy provides for greater accrual or use of sick days, the law, regulation or policy with the greater protection may apply. For questions regarding the interplay between your entitlement to leave under other laws, regulations or policies and your entitlement to leave under this policy, please contact the Vice-President.

## 5.32 Paid Prenatal Personal Leave (New York Employees)

Effective January 1, 2025, employees who work in New York are entitled to begin using paid prenatal personal leave under state law.

### Basic Leave Entitlement

A pregnant, eligible employee may use up to 20 hours of paid prenatal personal leave in a 52-week calendar period. An employee may use the leave on more than one pregnancy per year, but only 20 hours are available in a 52-week period. The leave may be taken in hourly increments and used for the following reasons:

- To attend physical examinations;
- For medical procedures (such as fertility care and treatment or end-of-pregnancy care appointments);
- For monitoring and testing; or
- For discussions with a healthcare provider.

Post-natal or postpartum appointments are not covered.

### Accrual and Carryover

All eligible employees are automatically entitled to 20 hours of paid prenatal leave. Paid prenatal personal leave does not accrue and cannot be carried over. The first time the employee uses paid prenatal leave begins the 52-week period for that employee. For example, the triggering date is the date that the leave is first recorded on an employee's timesheet.

Post-natal or postpartum appointments are not covered.

### Notice

Employees must generally follow EMRICH IPR's regular reporting procedures for leaves. If the need for leave is foreseeable, employees are encouraged to provide as much advance notice as practical and their expected duration of leave. When possible, employees should make a reasonable effort to schedule paid prenatal personal leave so it does not unduly disrupt EMRICH IPR operations.

Post-natal or postpartum appointments are not covered.

### Paid Leave

The prenatal personal leave provided under this policy is paid. Employees will generally be paid the same rate of pay with the same benefits as they normally earn.

### Job Restoration

Upon expiration of the leave, employees will generally be reinstated to their position with equivalent seniority, benefits, pay and other terms and conditions of employment.

### Unused Paid Prenatal Personal Leave at Termination

Employees are not entitled to payment of unused paid prenatal personal leave upon separation from employment.

### Retaliation Prohibited

EMRICH IPR's will not retaliate against or interfere with employees exercising their rights under the law.

### Interplay with Other Leave Laws

Employees are entitled to 20 hours of paid prenatal leave in addition to any other available leave options. For questions regarding the interplay between your entitlement to leave under other laws, regulations or policies and your entitlement to leave under this policy, please contact the Vice-President.

## 5.33 Family and Medical Leave (California Employees)

Eligible employees may be entitled to a leave of absence under the California Family Rights Act ("CFRA"). Below is a summary of rights and obligations under the CFRA.

### Eligible Employees

To be eligible for CFRA leave, employees must:

- Have been employed for at least 12 months (52 weeks) with EMRICH IPR, and
- Have performed at least 1,250 hours of work for during the 12 months preceding leave.

In addition, EMRICH IPR must have at least five employees.

#### Basic Leave Entitlement

Eligible employees may take up to 12 weeks of CFRA leave in a 12-month period:

- For the birth of a child, including bonding with a child after birth;
- For the placement of a child with the employee for adoption or foster care;
- To care for a spouse, child (including a child of a domestic partner), parent, domestic partner, grandparent, grandchild, sibling, or parent-in-law with a serious health condition;
- To care for an employee's own serious health condition; or
- Because of a qualifying exigency related to the covered active duty or call to covered active duty of an employee's spouse, domestic partner, child, or parent in the Armed Forces of the United States

Beginning January 1, 2023, eligible employees may also use this leave to care for a designated person with a serious health condition. For the purposes of this policy, a designated person is any individual related by blood or whose association with the employee is the equivalent of a family relationship. The designated person may be identified by the employee at the time the employee requests the leave. EMRICH IPR may limit an employee to one designated person per 12-month period for family care and medical leave.

A serious health condition means an illness, injury, impairment or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility, or continuing treatment by a healthcare provider.

#### Notice

To the extent possible, employees must provide reasonable advance notice of their need for leave. When the need for leave is not foreseeable, employees must provide as much advance notice as practical.

#### Medical Certification

Employees must be prepared to provide a medical certification supporting the need for leave from their health care provider for their own serious health condition or the health care provider of their child, parent, grandparent, grandchild, sibling, spouse, domestic partner, or designated person who has a serious health condition.

#### Benefits Continuation

Employees actively enrolled in EMRICH IPR's group health plan prior to taking leave will continue to receive health benefits at the same level and under the same conditions as if the employee had continued to work. Employees will continue to accrue any seniority and employment benefits while on CFRA leave to the same extent such benefits would accrue under any other leave granted by the Company.

#### Compensation

CFRA leave is generally unpaid. Where applicable, employees may substitute accrued, available paid leave for CFRA leave.

#### Return to Work

Under most circumstances, an employee is entitled, upon return from leave, to be reinstated to the position he or she held before going on leave, or to be placed in a comparable position with comparable employment benefits, pay and other terms and conditions of employment. An employee, however, has no greater right to reinstatement or to other benefits and conditions of employment than if they had been continuously employed during the CFRA leave period.

#### Relationship with Federal Family and Medical Leave and Other Leave Policies

Generally, leave taken under the CFRA must be taken concurrently with leave taken under the federal Family and Medical Leave Act ("FMLA"), except for any leave taken under the FMLA for disability on account of pregnancy, childbirth, or related medical conditions. Where applicable, when an employee's leave qualifies under CFRA and under the federal FMLA, the leave used counts against the employee's entitlement under both laws. To the extent the Company offers employees leave through another plan or policy, the plan or policy with the greatest protection will apply.

#### Retaliation Prohibited

EMRICH IPR will not take adverse action against an employee for exercising their rights under the law.

#### Questions Regarding Family Leave

Employees who have any questions or concerns regarding this policy should contact their supervisor or the Vice-President.

## **5.34 Bereavement Leave (California Employees)**

Eligible employees may use up to five days of bereavement leave upon the death of a family member. The days of bereavement leave need not be consecutive, but the leave must be completed within three months of the date of death of the family member.

A family member is a spouse, child, parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law.

Employee Eligibility:

For an employee to be eligible for bereavement leave under this policy:

- They must work for EMRICH IPR for at least 30 days before the start of the leave.
- EMRICH IPR must have at least 5 employees.

Documentation:

EMRICH IPR may request that employees provide documentation of the death of the family member. If requested, the employee must provide the documentation within 30 days of the first day of the leave.

Documentation includes, but isn't limited to, a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency.

Pay During Leave:

Unless EMRICH IPR has an existing paid bereavement leave policy, the leave provided under this policy will be unpaid, but employees are entitled to use accrued sick leave or other paid time off for this purpose.

Retaliation Prohibited:

EMRICH IPR will not take adverse action against an employee for exercising their rights under the law.

If you have questions about this policy, including your eligibility for leave, please contact the Vice-President.

## 6. Employee Conduct

### 6.1 Standards of Conduct

EMRICH IPR's rules and standards of conduct are essential to a productive work environment. As such, employees must familiarize themselves with, and be prepared to follow, the Company's rules and standards.

While not intended to be an all-inclusive list, the examples below represent behavior that is considered unacceptable in the workplace. Behaviors such as these, as well as other forms of misconduct, may result in disciplinary action, up to and including termination of employment:

- Theft or inappropriate removal/possession of property
- Falsification of timekeeping records
- Possession, distribution, sale, transfer, manufacture or use of alcohol or illegal drugs in the workplace
- Fighting or threatening violence in the workplace
- Making maliciously false statements about co-workers
- Threatening, intimidating, coercing, or otherwise interfering with the job performance of fellow employees or visitors
- Negligence or improper conduct leading to damage of company-owned or customer-owned property
- Violation of safety or health rules
- Smoking in the workplace
- Sexual or other unlawful or unwelcome harassment
- Excessive absenteeism
- Unauthorized use of telephones, computers, or other company-owned equipment on working time. Working time does *not* include break periods, meal times, or other specified periods during the workday when employees are not engaged in performing their work tasks.
- Unauthorized disclosure of any "business secrets" or other confidential or non-public proprietary information relating to the Company's products, services, customers or processes. *Wages and other conditions of employment are not considered to be confidential information.*

This policy is not intended to restrict an employee's right to discuss, or act together to improve, wages, benefits and working conditions with co-workers or in any way restrict employees' rights under the National Labor Relations Act.

Other forms of misconduct not listed above may also result in disciplinary action, up to and including termination of employment. If you have questions regarding EMRICH IPR's standards of conduct, please direct them to your supervisor or the Vice-President.

### 6.2 Disciplinary Action

Disciplinary action at EMRICH IPR is intended to fairly and impartially correct behavior and performance problems early on and to prevent reoccurrence.

Disciplinary action may involve any of the following: verbal warning, written warning, suspension with or without pay, and termination of employment, depending on the severity of the problem and the frequency of occurrence. EMRICH IPR reserves the right to administer disciplinary action at its discretion and based upon the circumstances.

EMRICH IPR recognizes that certain types of employee behavior are serious enough to justify termination of employment, without observing other disciplinary action first.

These violations include but are not limited to:

- Workplace violence
- Harassment
- Theft of any kind
- Insubordinate behavior
- Vandalism or destruction of company property

- Presence on company property during non-business hours
- Use of company equipment and/or company vehicles without prior authorization
- Indiscretion regarding personal work history, skills, or training
- Divulging EMRICH IPR business practices or any other confidential information
- Any misrepresentation of EMRICH IPR to a customer, a prospective customer, the general public, or an employee

## 6.3 Confidentiality

EMRICH IPR takes the protection of Confidential Information very seriously. "Confidential Information" includes, but is not limited to, computer processes, computer programs and codes, customer lists, customer preferences, customers' personal information, company financial data, marketing strategies, proprietary production processes, research and development strategies, pricing information, business and marketing plans, vendor information, software, databases, and information concerning the creation, acquisition or disposition of products and services.

Confidential Information also includes the Company's intellectual property and information that is not otherwise public. Intellectual property includes, but is not limited to, trade secrets, ideas, discoveries, writings, trademarks, and inventions developed through the course of your employment with EMRICH IPR and as a direct result of your job responsibilities with EMRICH IPR. *Wages and other conditions of employment are not considered to be Confidential Information.*

To protect such information, employees may not disclose any confidential or non-public proprietary information about the Company to any unauthorized individual. If you receive a request for Confidential Information, you should immediately refer the request to your supervisor.

The unauthorized disclosure of Confidential Information belonging to the Company, and not otherwise available to persons or companies outside of EMRICH IPR, may result in disciplinary action, up to and including termination of employment. If you leave the Company, you may not disclose or misuse any Confidential Information.

This policy is not intended to restrict an employee's right to discuss, or act together to improve, wages, benefits and working conditions with co-workers or in any way restrict employees' rights under the National Labor Relations Act.

Questions regarding this policy should be directed to the Vice-President.

## 6.4 Workplace Violence

EMRICH IPR strictly prohibits workplace violence, including any act of intimidation, threat, harassment, physical violence, verbal abuse, aggression or coercion against a coworker, vendor, customer, or visitor.

Prohibited actions, include, but are not limited to the following examples:

- Physically injuring another person
- Threatening to injure another person
- Engaging in behavior that subjects another person to emotional distress
- Using obscene, abusive or threatening language or gestures
- Bringing an unauthorized firearm or other weapon onto company property
- Threatening to use or using a weapon while on company premises, on company-related business, or during job-related functions
- Intentionally damaging property

All threats or acts of violence should be reported immediately to your supervisor or security personnel. Employees should warn their supervisors or security personnel of any suspicious workplace activity that they observe or that appears problematic. Employee reports made pursuant to this policy will be investigated promptly and will be kept confidential to the maximum extent possible. EMRICH IPR will not tolerate any form of retaliation against any employee for making a report under this policy.

EMRICH IPR will take prompt remedial action, up to and including immediate termination, against any employee found to have engaged in threatening behavior or acts of violence.

## 6.5 Drug & Alcohol Use

EMRICH IPR is committed to maintaining a workplace free of substance abuse. No employee or individual who performs work for EMRICH IPR is allowed to consume, possess, sell, purchase, or be under the influence of alcohol or illegal drugs, as defined by federal law, on any property owned by or leased on behalf of EMRICH IPR, or in any vehicle owned or leased on behalf of EMRICH IPR or while on Company business.

The use of over-the-counter drugs and legally prescribed drugs is permitted as long as they are used in the manner for which they were prescribed and provided that such use does not hinder an employee's ability to safely perform his or her job. Employees should inform their supervisor if they believe their medication will impair their job performance, safety or the safety of others, or if they believe they need a reasonable accommodation when using such medication.

EMRICH IPR will not tolerate employees who report for duty while impaired by the use of alcohol or drugs. All employees should report evidence of alcohol or drug abuse to their supervisor or the Vice-President immediately. In cases in which the use of alcohol or drugs creates an imminent threat to the safety of persons or property, employees are required to report the violation. Failure to do so may result in disciplinary action, up to and including termination of employment. As a part of our effort to maintain a workplace free of substance abuse, EMRICH IPR employees may be asked to submit to a medical examination and/or clinical testing for the presence of alcohol and/or drugs. Within the limits of federal, state, and local laws, EMRICH IPR reserves the right to examine and test for drugs and alcohol at our discretion. As a condition of your employment with EMRICH IPR, employees must comply with this Drug & Alcohol Use Policy. Be advised that no part of the Drug & Alcohol Use Policy shall be construed to alter or amend the at-will employment relationship between EMRICH IPR and its employees. Employees found in violation of this policy may be subject to disciplinary action, up to and including termination of employment.

## 6.6 Sexual & Other Unlawful Harassment

EMRICH IPR is committed to a work environment in which all individuals are treated with respect. EMRICH IPR expressly prohibits discrimination and all forms of employee harassment based on race, color, religion, sex, pregnancy, national origin, age, disability, military or veteran status, or status in any group protected by state or local law. Sexual harassment is a form of discrimination and is prohibited by law. For purposes of this policy sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when this conduct explicitly or implicitly affects an individual's employment, unreasonably interferes with an individual's work performance, or creates an intimidating, hostile, or offensive work environment. Unwelcome sexual advances (either verbal or physical), requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of employment; (2) submission or rejection of the conduct is used as a basis for making employment decisions; or, (3) the conduct has the purpose or effect of interfering with work performance or creating an intimidating, hostile, or offensive work environment. Sexual and unlawful harassment may include a range of behaviors and may involve individuals of the same or different gender. These behaviors include, but are not limited to:

- Unwanted sexual advances or requests for sexual favors.
- Sexual or derogatory jokes, comments, or innuendo
- Unwelcomed physical interaction
- Insulting or obscene comments or gestures
- Offensive email, voicemail, or text messages
- Suggestive or sexually explicit posters, calendars, photographs, graffiti, or cartoons
- Making or threatening reprisals after a negative response to sexual advances
- Visual conduct that includes leering, making sexual gestures, or displaying of sexually suggestive objects or pictures, cartoons or posters
- Verbal sexual advances or propositions
- Physical conduct that includes touching, assaulting, or impeding or blocking movements
- Abusive or malicious conduct that a reasonable person would find hostile, offensive, and unrelated to the Company's legitimate business interests
- Any other visual, verbal, or physical conduct or behavior deemed inappropriate by the Company

Harassment on the basis of any other protected characteristic is also strictly prohibited. **Complaint Procedure:** EMRICH IPR strongly encourages the reporting of all instances of discrimination, harassment, or retaliation. If you believe you have experienced or witnessed harassment or discrimination based on sex, race, national origin, disability, or another factor, promptly report the incident to your supervisor. If you believe it would be inappropriate to discuss the matter with your supervisor, you may bypass your supervisor and report it directly to:

Claudia Haessler

chaessler@emrich-ipr.com

+49 30 4700 90813

Any reported allegations of harassment or discrimination will be investigated promptly, thoroughly, and impartially. Any employee found to be engaged in any form of sexual or other unlawful harassment may be subject to disciplinary action, up to and including termination of employment.

**Retaliation Prohibited:**EMRICH IPR expressly prohibits retaliation against any individual who reports discrimination or harassment, or assists in investigating such charges. Any form of retaliation is considered a direct violation of this policy and, like discrimination or harassment itself, will be subject to disciplinary action, up to and including termination of employment.

## 6.7 Sexual and Other Unlawful Harassment (California Employees)

EMRICH IPR is committed to a work environment in which all individuals are treated with respect. EMRICH IPR expressly prohibits discrimination and all forms of harassment against employees, interns, contractors and volunteers.

The California Fair Employment and Housing Act (FEHA) defines sexual harassment as harassment based on sex or of a sexual nature; gender harassment; and harassment based on pregnancy, childbirth, or related medical conditions. Harassment on the basis of any other protected characteristic, including sex, race, national origin, color, ancestry, age, disability, religion, military status, veteran status, genetic information, medical condition, marital status, gender, gender identity, gender expression, sexual orientation, or any other characteristic protected by law is also strictly prohibited.

The law prohibits sexual harassment by coworkers, supervisors and managers, and non-employees, (such as vendors and customers), whether the person is the same or a different gender as the harasser. The definition of sexual harassment includes many forms of offensive behavior, including harassment of a person of the same gender as the harasser and harassment of a Company employee by a non-employee. These behaviors include, but are not limited to:

- Unwanted sexual advances
- Offering employment benefits in exchange for sexual favors
- Actual or threatened retaliation
- Leering; making sexual gestures; or displaying sexually suggestive objects, pictures, cartoons, or posters
- Making or using derogatory comments, epithets, slurs, or jokes, including racial, ethnic or religious jokes, slurs or remarks
- Sexual comments including graphic comments about an individual's body; sexually degrading words used to describe an individual; or suggestive, discriminatory or obscene letters, notes, or invitations, including sending harassing emails or text messages and messages on social media
- Physical harassment including touching or assault, as well as impeding or blocking movements

### **Complaint Procedure:**

EMRICH IPR strongly encourages the reporting of all instances of discrimination, harassment, or retaliation. Promptly report the incident to your supervisor if you believe you have experienced or witnessed harassment or discrimination based on any characteristic protected by law. Supervisors are instructed to promptly report any complaints of misconduct to the Vice-President.

If you believe it would be inappropriate to discuss the matter with your supervisor, you may bypass your supervisor, contact the Vice-President, or report the matter directly to:

Claudia Haessler+49 30 4700 90813chaessler@emrich-ipr.com

Any reported allegations of harassment or discrimination will be investigated promptly, thoroughly, and impartially, providing all parties due process.

The Company will keep the investigation confidential but only to the extent possible to conduct an impartial and thorough investigation. The Company will document and track the investigation to ensure reasonable progress, and will provide appropriate resolution at the conclusion of the investigation. Any employee found to be engaged in any form of sexual or other unlawful harassment may be subject to disciplinary action, up to and including termination of employment.

### **Filing a Complaint with the Department of Fair Employment and Housing (DFEH):**

Employees who believe that they have been sexually harassed may also file a complaint of discrimination with DFEH within one year of the harassment. DFEH is part of the State of California and serves as a neutral fact-finder, attempting to help parties resolve such disputes.

If DFEH finds sufficient evidence to establish that discrimination occurred and settlement efforts fail, DFEH may file a formal accusation. This will lead to either a public hearing or a lawsuit filed by DFEH on behalf of the complainant. If DFEH finds that harassment has occurred, it may order certain remedies to the complainant. For more information see DFEH-159 "Guide for Complainants and Respondents".

Contact DFEH toll free at (800) 884-1684, TTY (800) 700-2320 or visit their website at [www.dfeh.ca.gov](http://www.dfeh.ca.gov).

#### **Retaliation Prohibited:**

EMRICH IPR expressly prohibits retaliation against any individual who reports discrimination or harassment, or participates in an investigation of such charges. Any form of retaliation is considered a direct violation of this policy and, like discrimination or harassment itself, will be subject to disciplinary action, up to and including termination of employment.

Any questions or concerns regarding this policy can be directed to the Vice-President.

## **6.8 Sexual and Other Unlawful Harassment and Discrimination Prevention (New York Employees)**

EMRICH IPR is committed to maintaining a workplace free from all forms of harassment and discrimination,\* including sexual harassment and discrimination. All employees are required to work in a manner that prevents harassment and discrimination in the workplace. Harassment and discrimination will not be tolerated. Any employee or individual covered by this policy who engages in harassment, discrimination or retaliation will be subject to remedial and/or disciplinary action, up to and including termination.

This policy is one component of EMRICH IPR's commitment to a discrimination-free work environment. Harassment and discrimination are against the law, and all employees have a legal right to a workplace free from harassment and discrimination. Employees are urged to report sexual or other types of harassment or discrimination by filing a complaint internally with EMRICH IPR. Employees can also file a complaint with a government agency or in court under federal, state, or local antidiscrimination laws.

\* While this policy focuses on sexual harassment, harassment because of and discrimination against workers based on age, race, creed, color, religion, national origin, sexual orientation (actual or perceived), military status, sex, pregnancy or pregnancy related conditions, gender identity, gender expression, self-identified or perceived sex, transgender status, disability, predisposing genetic characteristics or genetic information, marital status, criminal history, domestic violence victim status, or familial status, or any other protected class under applicable federal, state or local law, is strictly prohibited. In addition, in the State of New York, harassing or discriminating against an individual because of their known relationship or association with a member or members of any New York State Protected Class is also unlawful and therefore strictly prohibited by EMRICH IPR.

#### **What Is Sexual Harassment?**

Sexual harassment is a form of sex discrimination and is unlawful under federal, state, and (where applicable) local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, gender identity, gender expression, self-identified or perceived sex, and transgender status. Sexual harassment includes unwelcome conduct which is either of a sexual nature, or is directed at an individual because of that individual's sex when:

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

A sexually harassing hostile work environment includes but is not limited to words, signs, jokes, pranks, intimidation, or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory statements, or sexually discriminatory remarks made by someone which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, and which interfere with the recipient's job performance.

Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions, or privileges of employment. Any harassing conduct, even a single incident, should be reported.

## Examples of Sexual Harassment:

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

- Physical assaults of a sexual nature, such as: touching, pinching, patting, grabbing, brushing against another employee's body, or poking another employee's body; rape, sexual battery, molestation, or attempts to commit such assaults.
- Unwanted sexual advances or propositions, such as: requests for sexual favors accompanied by implied or overt threats concerning the victim's job performance evaluation, a promotion, or other job benefits or detriments; or subtle or obvious pressure for unwelcome sexual activities.
- Sexually oriented gestures, noises, remarks, jokes, or comments about a person's sexuality or sexual experience, which create a hostile work environment.
- Sex stereotyping occurs when conduct or personality traits are considered inappropriate simply because they may not conform to others' ideas or perceptions about how individuals of a particular sex should act or look.
- Sexual or discriminatory displays or publications anywhere in the workplace, such as displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials, or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace.
- Hostile actions taken against an individual because of their sex, sexual orientation, gender identity, or transgender status, such as: interfering with, destroying, or damaging a person's workstation, tools or equipment, or otherwise interfering with their ability to perform the job; sabotaging an individual's work; bullying, yelling, or name-calling.

## Who Can Be a Target of Harassment?

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

\* While this policy applies to non-employees (such as independent contractors and persons conducting business with EMRICH IPR as well as employees, this policy doesn't (and shouldn't be construed to) create an employment relationship with non-employees.

## Where Can Harassment Occur?

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

**Anti-Retaliation:** EMRICH IPR will not tolerate retaliation against any person covered by this policy because they in good faith report an incident of suspected harassment or discrimination, provide information, or otherwise assist in any investigation of a harassment or discrimination complaint. Any employee of EMRICH IPR who retaliates against anyone involved in a harassment or discrimination investigation will be subject to disciplinary action, up to and including termination.

## What Is Retaliation?

Unlawful retaliation can be any action that would keep a worker from coming forward to make or support a claim of sexual or other harassment or discrimination. Adverse action need not be job-related or occur in the workplace to constitute unlawful retaliation. Retaliation is unlawful under federal, state, and (where applicable) local law. The New York State Human Rights Law protects any individual who has engaged in "protected activity." Protected activity occurs when a person has:

- Made a complaint of harassment or discrimination, either internally or with any anti-discrimination agency;
- Testified or assisted in a proceeding involving harassment or discrimination under the Human Rights Law or other anti-discrimination law;
- Opposed harassment or discrimination by making a verbal or informal complaint to management, or by simply informing a supervisor or manager of harassment or discrimination;
- Reported that another employee has been harassed or discriminated against; or
- Encouraged a fellow employee to report harassment or discrimination.

Even if the alleged harassment or discrimination does not turn out to rise to the level of a violation of law, the individual is protected from retaliation if the person had a good faith belief that the practices were unlawful. However, the retaliation provision is not intended to protect persons making intentionally false charges.

## Reporting Harassment or Discrimination:

Preventing harassment and discrimination is everyone's responsibility. EMRICH IPR cannot prevent or remedy harassment or discrimination unless it knows about it. Any employee, paid or unpaid intern, or nonemployee who has been subjected to behavior that may constitute harassment or discrimination is encouraged to report such behavior to a supervisor, manager,

the Vice-President, or the Claudia Haessler. Anyone who witnesses or becomes aware of potential instances of harassment or discrimination should report such behavior to a supervisor, manager, or the Vice-President.

Reports of harassment or discrimination may be made verbally or in writing. A form for submission of a written complaint is attached to this policy, and all employees are encouraged to use this complaint form. Employees who are reporting sexual or other harassment or discrimination on behalf of other employees should use the complaint form and note that it is on another employee's behalf.

#### **Supervisory Responsibilities:**

All supervisors and managers who receive a complaint or information about suspected harassment or discrimination, observe what may be harassing or discriminatory behavior, or for any reason suspect that harassment or discrimination is occurring are required to report it to the Vice-President. In addition to being subject to discipline if they engaged in misconduct themselves, supervisors and managers will be subject to discipline for failing to report suspected harassment or discrimination or otherwise knowingly allowing such misconduct to continue. Supervisors and managers will also be subject to discipline for engaging in any retaliation.

#### **Investigations of Harassment or Discrimination:**

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

An investigation of any complaint, information, or knowledge of suspected sexual or other harassment or discrimination will be prompt and thorough, commenced immediately, and completed as soon as possible. All persons involved, including complainants, witnesses, and alleged harassers will be accorded due process to protect their rights to a fair and impartial investigation. Any employee may be required to cooperate as needed in an investigation of suspected harassment or discrimination. Employees who participate in any investigation will not be retaliated against. While the process may vary from case to case, investigations should be done in accordance with the following steps:

- Upon receiving a complaint, the Vice-President will conduct an immediate review of the allegations, and take any interim actions (such as instructing the respondent to refrain from communications with the complainant), as appropriate. If the complaint is oral, the Vice-President will ask the individual to complete the "Complaint Form" in writing. If they refuse, the Vice-President will prepare a Complaint Form based on the oral reporting.
- If documents, emails, or phone records are relevant to the allegations, the Vice-President or investigator will take steps to obtain and preserve them.
- The Vice-President or investigator will request and review all relevant documents, including all electronic communications.
- The Vice-President or investigator will interview all parties involved, including any relevant witnesses.
- The Vice-President or investigator will create a written documentation of the investigation with:
  - A list of all documents reviewed, along with a detailed summary of relevant documents;
  - A list of names of those interviewed, along with a detailed summary of their statements;
  - A timeline of events;
  - A summary of prior relevant incidents, reported or unreported; and
  - The basis for the decision and final resolution of the complaint, together with any corrective action(s).

Following the investigation, the Vice-President will:

- Keep the written documentation and associated documents in a secure and confidential location;
- Promptly notify the individual who reported and the individual(s) about whom the complaint was made of the final determination and implement any corrective actions identified in the written document;
- Inform the individual who reported of the right to file a complaint or charge externally as outlined in the next section.

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

Sexual and other harassment and discrimination are not only prohibited by EMRICH IPR but is also prohibited by state, federal, and, where applicable, local law. Aside from the internal process at EMRICH IPR, employees may also choose to pursue legal remedies with the following governmental entities.

While a private attorney is not required to file a complaint with a governmental agency, you may seek the legal advice of an attorney. In addition to those outlined below, employees in certain industries may have additional legal protections.

#### **New York State Division of Human Rights (DHR):**

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

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

Complaining internally to EMRICH IPR does not extend your time to file with DHR or in court. The one year or three years is counted from the date of the most recent incident of harassment or discrimination. You do not need an attorney to file a complaint with DHR, and there is no cost to file with DHR. DHR will investigate your complaint and determine whether there is probable cause to believe that harassment or discrimination has occurred. Probable cause cases are forwarded to a public hearing before an administrative law judge. If misconduct is found after a hearing, DHR has the power to award relief, which varies but may include requiring the employer to take action to stop the misconduct or redress the damage caused, including paying monetary damages, attorney's fees, and civil fines.

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

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

#### United States Equal Employment Opportunity Commission (EEOC):

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

The EEOC does not hold hearings or award relief, but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to have occurred. In general, employers must have at least 15 employees to come within the EEOC's jurisdiction. If an employee believes that he/she has been discriminated against at work, he/she can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (1-800-669-6820 (TTY)), visiting their website at [www.eeoc.gov](http://www.eeoc.gov) or via email at [info@eeoc.gov](mailto:info@eeoc.gov).

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

#### Local Protections:

Many localities enforce laws protecting individuals from sexual or other harassment and discrimination. An individual should contact the county, city, or town in which they live to find out if such a law exists. For example, employees who work in New York City may file complaints of sexual harassment with the New York City Commission on Human Rights. Contact their main office at Law Enforcement Bureau of the NYC Commission on Human Rights, 40 Rector Street, 10th Floor, New York, New York; call 311 or (212) 306-7450; or visit [www.nyc.gov/html/cchr/html/home/home.shtml](http://www.nyc.gov/html/cchr/html/home/home.shtml).

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

### EMRICH IPR

#### **Complaint Form for Reporting Harassment or Discrimination:**

New York State Labor Law requires all employers to adopt a sexual harassment prevention policy that includes a complaint form for employees to report alleged incidents of sexual harassment. If you believe that you have been subjected to sexual harassment or any other type of harassment or discrimination, you are encouraged to complete this form and submit it to the Vice-President. You will not be retaliated against for filing a complaint.

If you are more comfortable reporting orally or in another manner, EMRICH IPR will complete this form, provide you with a copy, and follow our harassment and discrimination prevention policy by investigating the claims as outlined at the end of this form.

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

#### **COMPLAINANT INFORMATION**

Name:

Work Address:

Work Phone:

Job Title:

Email:

Select Preferred Communication Method: (please select one): Email Phone In person

### **SUPERVISOR INFORMATION**

Immediate Supervisor's Name:

Title:

Work Phone:

Work Address:

### **COMPLAINT INFORMATION**

1. Your complaint of Harassment/Discrimination is made about:

Name:

Title:

Work Address:

Work Phone

Relationship to you: Supervisor Subordinate Co-Worker Other

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

3. Date(s) harassment/discrimination occurred:

Is the harassment/discrimination continuing? Yes No

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

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

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

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

I request that EMRICH IPR investigate this complaint of harassment/discrimination in a timely and confidential manner to the extent possible, and advise me of the results of the investigation.

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

## **6.9 Sexual Harassment (Illinois Employees)**

EMRICH IPR is committed to a work environment in which all individuals are treated with respect. EMRICH IPR expressly prohibits discrimination and sexual harassment against employees and interns.

The Illinois Human Rights Act defines sexual harassment as any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting the individual, or (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

The law prohibits sexual harassment by coworkers, supervisors and managers, and non-employees (such as vendors and customers), whether the person is the same or a different gender as the harasser. The definition of sexual harassment includes many forms of offensive behavior, including harassment of a person of the same gender as the harasser and harassment of Company employee by a non-employee. These behaviors include, but are not limited to:

- Unwanted sexual advances
- Offering employment benefits in exchange for sexual favors
- Actual or threatened retaliation
- Leering; making sexual gestures; or displaying sexually suggestive objects, pictures, cartoons, or posters
- Making or using derogatory comments, epithets, slurs, or jokes, including racial, ethnic or religious jokes, slurs or remarks
- Sexual comments including graphic comments about an individual's body; sexually degrading words used to describe an individual; or suggestive, discriminatory or obscene letters, notes, or invitations, including sending harassing emails or text messages and messages on social media
- Physical harassment including touching or assault, as well as impeding or blocking movements

#### **Reporting and Retaliation:**

EMRICH IPR strongly urges the reporting of all instances of discrimination and harassment and prohibits retaliation against any individual who reports sexual harassment or discrimination, participates in an investigation, or helps others exercise their right to complain about such misconduct.

Promptly report the incident to your supervisor if you believe you have experienced or witnessed harassment, discrimination, or retaliation. Supervisors are instructed to promptly report any complaints of misconduct to the Company.

If you believe it would be inappropriate to discuss the matter with your supervisor, you may bypass your supervisor, contact the Vice-President, or report the matter directly to Claudia Haessler.

You also have the right to:

- Contact the Illinois Department of Human Rights (IDHR) to file a charge (see contact information below).
- Call the Illinois Sexual Harassment and Discrimination Helpline at 1-877-236-7703 to talk to someone about your concerns.

#### **Chicago:**

James R. Thompson Center 100 West Randolph Street, Suite 10-100 Chicago, IL 60601 (312) 814-6200 (866) 740-3953 (TTY) (312) 814-6251 (Fax)

#### **Springfield:**

535 W. Jefferson Street 1st Floor Springfield, IL 62702 (217) 785-5100 (866) 740-3953 (TTY) (217) 785-5106 (Fax)

**Website:** [www.illinois.gov/dhr](http://www.illinois.gov/dhr) **Email:** IDHR.Intake@illinois.gov

- Contact the U.S. Equal Employment Commission. (800) 669-4000 (800)-669-6820 (TTY for Deaf/Hard of Hearing callers only) (844) 234-5122 (ASL Video Phone for Deaf/Hard of Hearing callers only) **Website:** <https://www.eeoc.gov/> **Email:** [info@eeoc.gov](mailto:info@eeoc.gov)

Any reported allegations of harassment or discrimination will be investigated by EMRICH IPR promptly, thoroughly, and impartially.

The Company will keep the investigation confidential but only to the extent possible to conduct an impartial and thorough investigation. The Company will document and track the investigation to ensure reasonable progress, and will provide appropriate resolution at the conclusion of the investigation. Any employee found to be engaged in any form of sexual harassment may be subject to disciplinary action, up to and including termination of employment.

#### **Harassment Prevention Training**

All employees must complete annual training on preventing sexual harassment.

Any questions or concerns regarding this policy can be directed to the Vice-President.

## **6.10 Personal Property**

Employees should use their discretion when bringing personal property into the workplace. EMRICH IPR assumes no risk for any loss or damage to personal property. Additionally, employees may not possess or display any property that may be

viewed as inappropriate or offensive on EMRICH IPR premises.

## 6.11 Telephone Usage

EMRICH IPR telephones are intended for the sole use of conducting company business. Personal use of the Company's telephones and individually owned cell phones during business hours should be kept to a minimum or for emergency purposes only. We ask that personal calls only be made or received outside of working hours, including during lunch or break time. Long distance phone calls which are not strictly business-related are expressly prohibited.

Any employee found in violation of this policy will be subject to disciplinary action, up to and including termination of employment.

## 6.12 Use of Company Property

Company property refers to anything owned by the company: physical, electronic, intellectual, or otherwise. The use of company property is for business necessity only. When materials or equipment are assigned to an employee for business, it is the employee's responsibility to see that the equipment is used properly and cared for properly. However, at all times, equipment assigned to the employee remains the property of the Company, and is subject to reassignment and/or use by the Company without prior notice or approval of the employee. This includes, but is not limited to, computer equipment and data stored thereon, voicemail, records, and employee files. EMRICH IPR has created specific guidelines regarding the use of company equipment. Below is a list of employee responsibilities and limitations with regards to company property.

**Personal use of company property:** Company property is not permitted to be taken from the premises without proper written authority from company management. **Company Tools:** All necessary tools are furnished to employees in order to assist them in their required duties. Each employee is, in turn, responsible for these tools. Tools damaged or stolen as a result of an employee's negligence will, to the extent permitted by federal, state and local law, be charged to the employee. **Care of Company Property:** Office areas should be kept neat and orderly and all equipment should be well-maintained. The theft, misappropriation, or unauthorized removal, possession, or use of company property or equipment is expressly prohibited. Any action in contradiction to the guidelines set herein may result in disciplinary action, up to and including termination of employment.

## 6.13 Computer, Email & Internet Usage

Computers, email, and the Internet allow EMRICH IPR employees to be more productive. However, it is important that all employees use good business judgment when using EMRICH IPR's electronic communications systems (ECS).

### Standards of Conduct and ECS

EMRICH IPR strives to maintain a workplace free of discrimination and harassment. Therefore, EMRICH IPR prohibits the use of the Company's ECS for bullying, harassing, discriminating, or engaging in other unlawful misconduct, in violation of the Company's policy against discrimination and harassment.

### Copyright and other Intellectual Property

Respect all copyright and other intellectual property laws. For the Company's protection as well as your own, it is critical that you show proper respect for the laws governing copyright, fair use of copyrighted material owned by others, trademarks and other intellectual property, including the Company's own copyrights, trademarks and brands. Employees are also responsible for ensuring that, when sending any material over the Internet, they have the appropriate distribution rights.

EMRICH IPR purchases and licenses the use of various computer software for business purposes and does not own the copyright to this software or its related documentation. Unless authorized by the software developer, EMRICH IPR does not have the right to reproduce such software for use on more than one computer. Employees may only use software according to the software license agreement. EMRICH IPR prohibits the illegal duplication of software and its related documentation.

### ECS Guidelines

The following behaviors are examples of previously stated or additional actions and activities under this policy that are prohibited:

- Sending or posting discriminatory, harassing, or threatening messages or images about coworkers, supervisors or

- the Company that violate the Company's policy against discrimination and harassment.
- Stealing, using, or disclosing someone else's code or password without authorization.
- Pirating or downloading Company-owned software without permission.
- Sending or posting the Company's confidential material, trade secrets, or non-public proprietary information outside of the Company. *Wages and other conditions of employment are not considered confidential material.*
- Violating copyright laws and failing to observe licensing agreements.
- Participating in the viewing or exchange of pornography or obscene materials.
- Sending or posting messages that threaten, intimidate, coerce, or otherwise interfere with the job performance of fellow employees.
- Attempting to break into the computer system of another organization or person.
- Refusing to cooperate with a security investigation.
- Using the Internet for gambling or any illegal activities.
- Sending or posting messages that disparage another organization's products or services.
- Passing off personal views as representing those of EMRICH IPR.

### **Privacy and Monitoring**

Computer hardware, software, email, Internet connections, and all other computer, data storage or ECS provided by EMRICH IPR are the property of EMRICH IPR. Employees have no right of personal privacy when using EMRICH IPR's ECS. To ensure productivity of employees, compliance with this policy and with all applicable laws, including harassment and anti-discrimination laws, computer, email and Internet usage may be monitored.

This policy is not intended to restrict an employee's right to discuss, or act together to improve, wages, benefits and working conditions with co-workers or in any way restrict employees' rights under the National Labor Relations Act.

Violations of this policy may result in disciplinary action, up to and including termination of employment. Questions or concerns related this policy should be directed to your supervisor or the Vice-President.

## **6.14 Company Supplies**

Only authorized persons may purchase supplies in the name of EMRICH IPR. No employee whose regular duties do not include purchasing shall incur any expense on behalf of EMRICH IPR or bind EMRICH IPR by any promise or representation without express written approval.

## **6.15 Visitors in the Workplace**

To ensure the safety and security of EMRICH IPR and its employees, only authorized visitors are permitted on Company premises and in Company facilities.

All visitors must enter through the main reception area and sign in and out at the front desk. All visitors are also required to wear a "visitor" badge while on EMRICH IPR premises. Authorized visitors will be escorted to their destination and must be accompanied by a representative of the Company at all times.

## **6.16 Smoking**

EMRICH IPR provides a smoke-free environment for its employees, customers, and visitors. Smoking, including the use of e-cigarettes and vaporizers, is prohibited throughout the workplace. We have adopted this policy because we have a sincere interest in the health of our employees and in maintaining pleasant working conditions.

## 7. Timekeeping & Payroll

### 7.1 Attendance & Punctuality

Absenteeism and tardiness place an undue burden on other employees and on the Company. EMRICH IPR expects regular attendance and punctuality from all employees. This means being in the workplace, ready to work, at your scheduled start time each day and completing your entire shift. Employees are also expected to return from scheduled meal and break periods on time.

All time off must be requested in writing, in advance, as outlined in the Company's Paid Time Off (PTO) policy. If an employee is unexpectedly unable to report for work for any reason, he or she must directly notify their supervisor as early as possible, and preferably prior to their scheduled starting time. It is not acceptable to leave a voicemail message with a supervisor, except in extreme emergencies. In cases that warrant leaving a voicemail message or when an employee's direct supervisor is unavailable, a follow-up call must be made later that day.

If an illness or emergency occurs during work hours, employees should notify their supervisor as soon as possible.

Employees, who are going to be absent for more than one day, should contact their supervisor on each day of their absence. EMRICH IPR reserves the right to ask for a physician's statement in the event of a long-term illness (three consecutive days), or multiple illnesses or injuries.

If an employee fails to notify their supervisor after three consecutive days of absence, EMRICH IPR will presume that the employee has voluntarily resigned. EMRICH IPR will review any extenuating circumstances that may have prevented him or her from calling in before the employee is removed from payroll.

Should undue or recurrent absence and tardiness become apparent, the employee will be subject to disciplinary action, up to and including termination of employment.

This policy is not intended to restrict an employee's right to discuss, or act together to improve, wages, benefits and working conditions with co-workers or in any way restrict employees' rights under the National Labor Relations Act.

### 7.2 Timekeeping

It is the Company's policy to comply with applicable laws that require records to be maintained of the hours worked by our employees. Every employee is responsible for accurately recording time worked.

In addition to recording arrival and departure time, non-exempt employees are required to accurately record the start and end of each meal period as well as any departure for non-work related reasons. Any errors in time records, must be immediately reported to your supervisor.

Absent prior authorization, non-exempt employees are not permitted to start work until their scheduled starting time or work past their scheduled ending time.

EMRICH IPR strictly prohibits non-exempt employees from working off the clock for any reason. All time spent working must be logged and accounted for; this includes time spent using electronic devices for work-related purposes.

Vacation days, sick days, holidays, and absences for jury duty, funeral leave or military training must be specifically recorded by all employees. It is the responsibility of all employees to submit and approve their time records each month. Altering, falsifying, tampering with time records, or recording time on another employee's time record may result in disciplinary action up to and including termination of employment.

## 7.3 Paydays

EMRICH IPR employees are paid on a Bi-weekly basis. In the event that a regularly scheduled payday falls on a holiday, employees will be paid on the day preceding the holiday, unless otherwise required by state law.

Paychecks will not, under any circumstances, be given to any person other than the employee without written authorization. Paychecks may also be mailed to the employee's listed address or, upon advance written authorization, deposited directly into an employee's bank account. Employees who elect payment through direct deposit will receive an itemized statement of wages when the Company makes direct deposits. In the event of employee termination, the employee will receive their accrued pay in accordance with applicable federal, state and local laws.

## 7.4 Payroll Deductions

EMRICH IPR makes deductions from employee pay only in circumstances permitted by applicable law. This includes, but is not limited to, mandatory deductions for income tax withholding and Social Security and Medicare contributions as well as voluntary deductions for health insurance premiums and other related contributions. If you believe that an improper deduction has been made from your pay, raise the issue with the Vice-President immediately. EMRICH IPR will promptly investigate. If the investigation reveals that you were subjected to an improper deduction from pay, you will be reimbursed promptly.

## 7.5 Overtime (California Employees)

The nature of our business sometimes requires employees to work overtime. Supervisors will notify employees when overtime is required. Employees are not permitted to work overtime without prior authorization from their supervisor.

Non-exempt employees will be paid overtime in accordance with state and federal overtime requirements as follows:

- One and one-half times (1.5) the regular rate of pay for all hours worked in excess of eight (8) hours in any workday;
- One and one-half times (1.5) the regular rate of pay for all hours worked in excess of 40 hours in the same workweek;\*
- Two times the regular rate of pay (or double time) for all hours worked in excess of twelve (12) in any workday;
- One and one-half times (1.5) the regular rate of pay for the first eight (8) hours on the seventh consecutive day in the same workweek;\*
- Two times the regular rate of pay (or double time) for all hours worked in excess of eight (8) on the seventh consecutive day in the same workweek.\*

There may be exceptions to these standards where allowed by law. Employees are encouraged to speak with their supervisor or the Vice-President for more information.

Please be reminded employees are not permitted to work overtime unless it has been authorized in advance by their supervisor.

Employees are generally entitled to a day of rest after working six consecutive days in the same workweek, unless their work hours never exceed 30 in any workweek or six on any day of the workweek. Employees aren't encouraged to forgo their day of rest, but they may voluntarily choose to do so. Before foregoing a day of rest, notify the Vice-President in writing. If the nature of the job requires an employee to work seven or more consecutive days, the employee will receive, in each calendar month, the equivalent of one day's rest in seven.

\* The workweek is defined as any seven consecutive days, starting with the same calendar day each week, as determined by EMRICH IPR. For more information, employees are encouraged to speak with their supervisor or the Vice-President.