



Rochester Institute of Technology
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RIT Global Delivery Corporation

RIT Global Delivery Corporation Employee Handbook

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Core Policies

1.0 Welcome

1.1 A Welcome Policy

Welcome! You have just joined a dedicated organization. We hope that your employment with RIT Global Delivery Corporation (GDC) will be both interesting and rewarding. We take pride in GDC as well as in the services we provide.

This Employee Handbook has been developed to help you become acquainted with our organization and answer many of your initial questions. GDC's mission is to provide oversight and support to RIT's broad range of career-oriented educational programs offered at our partner universities around the world. GDC plays an integral role in producing innovative, creative graduates who are well-prepared for their chosen careers in a global society. As an employee of GDC, your work directly influences our organization's reputation.

GDC complies with all federal and state employment laws, and this handbook reflects those laws. GDC also complies with any applicable local laws, although there may not be an expressly written policy regarding those laws contained in the handbook. GDC will generally adhere to New York State employment policies as the default standard; however, if an individual employee resides and works in a state with employment laws or policies that are more prescriptive or protective than those of New York, GDC will comply with the requirements of that state. State-specific policies are included in the Addendum to this handbook.

The GDC handbook establishes a framework and sets standards that guide how GDC employees should conduct themselves as employees of the organization. This includes how GDC employees perform their jobs, make decisions, interact with one another, and manage academic and business operations at GDC and at each partner university. GDC international employees are subject to all employment and other related laws of the country, city or region in which they work.

Please take the time to read this handbook carefully. You will also need to sign the acknowledgment at the end to show that you have read, understood, and agree to the contents of this handbook, which sets out the basic rules and guidelines concerning your employment. This handbook supersedes any previously issued handbooks or policy statements dealing with the subjects discussed herein. GDC reserves the right to interpret, modify, or supplement the provisions of this handbook at any time. Neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. Please understand that no employee handbook can address every situation in the workplace.

If you have questions about your employment or any provisions in this handbook, please contact Lyndsey McGrath, Director of Global Programs and International Partnerships, at 585-475-5177 or lyndsey.mcgrath@rit.edu.

We wish you success in your employment here at GDC!

All the best,

Lyndsey McGrath

Director, Global Programs and International Partnerships

Rochester Institute of Technology

1.2 At-Will Employment

Your employment with RIT Global Delivery Corporation (GDC) is on an "at-will" basis. This means your employment may be terminated at any time, with or without notice and with or without cause. Likewise, we respect your right to leave GDC at any time, with or without notice and with or without cause.

Nothing in this handbook or any other GDC document should be understood as creating a contract, guaranteed or continued employment, a right to termination only "for cause," or any other guarantee of continued benefits or employment. Only the Associate Provost of International Education and Global Programs has the authority to make promises or negotiate with regard to guaranteed or continued employment, and any such promises are only effective if placed in writing and signed by the Associate Provost of International Education and Global Programs.

If a written contract between you and RIT Global Delivery Corporation (GDC) is inconsistent with this handbook, the written contract is controlling.

Nothing in this handbook will be interpreted, applied, or enforced to interfere with, restrain, or coerce employees in the exercise of their rights under Section 7 of the National Labor Relations Act.

2.0 Introductory Language and Policies

2.1 Mission Statement

RIT Global Delivery Corporation's (GDC) mission is to provide oversight to Rochester Institute of Technology's (RIT) broad range of career-oriented educational programs offered at our partner universities around the world. GDC plays an integral role in supporting RIT's vision to lead higher education in preparing students for innovative, creative, and successful careers in a global society.

2.2 Revisions to Handbook

This handbook is our attempt to keep you informed of the terms and conditions of your employment, including RIT Global Delivery Corporation (GDC) policies and procedures. The handbook is not a contract. GDC reserves the right to revise, add, or delete from this handbook. When changes are made to the policies and guidelines contained herein, we will endeavor to communicate them in a timely fashion.

2.3 Equal Employment Opportunity and Nondiscrimination Policy

Equal Employment Opportunity Policy

RIT Global Delivery Corporation (GDC) is committed to complying with all federal, state, and local employment laws. To that end, GDC is dedicated to maintaining a work environment that is free from harassment and discrimination based on the following protected classes: age, race (including traits historically associated with race, which include, but are not limited to, hair texture and protective hairstyles such as braids, locks, and twists), ethnicity, color, national origin (including ancestry), religion, creed, gender or sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), pregnancy outcomes, reproductive healthcare and autonomy (including, but not limited to, the decision to use or access a particular drug, device, or medical service), disability, marital status, domestic violence victim status, familial status, military status, citizenship or immigration status, genetic information (including genetic characteristics), or any other protected status under federal, state, or local laws. GDC is dedicated to the fulfillment of this policy with respect to all aspects of employment, including, but not limited to, recruiting, hiring, placement, transfer, training, promotion, compensation, termination, and all other terms, conditions, and privileges of employment.

Workplace Harassment

RIT Global Delivery Corporation (GDC) has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment, based upon an individual's membership in a protected class. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

Sexual Harassment and Discrimination

GDC is committed to maintaining a workplace free from sexual harassment, which is unlawful and subjects GDC to liability. GDC prohibits any form of sexual harassment, and all employees are required to work in a manner that prevents sexual harassment.

1. GDC's policy applies to all employees, applicants for employment, and interns, whether paid or unpaid. The policy also applies to additional covered individuals. It applies to anyone who is (or is employed by) a contractor, subcontractor, vendor, consultant, or anyone providing services in our workplace. These individuals include persons commonly referred to as independent contractors, gig workers, and temporary workers. Also included are persons providing equipment repair, cleaning services, or any other services through a contract with GDC. For the remainder of this policy, we will use the term "covered individual" to refer to these individuals who are not direct employees of GDC.
2. Sexual harassment is unacceptable. Any employee or covered individual who engages in sexual harassment, discrimination, or retaliation will be subject to action, including appropriate discipline for employees. In New York, harassment does not need to be severe or pervasive to be illegal. Employees and covered individuals should not feel discouraged from reporting harassment because they do not believe it is bad enough, or conversely because they do not want to see a colleague fired over less severe behavior. Just as harassment can happen in different degrees, potential discipline for engaging in sexual harassment will depend on the degree of harassment and might include education and counseling. It may lead to suspension or termination when appropriate.
3. Retaliation is prohibited. Any employee or covered individual that reports an incident of sexual harassment or discrimination, provides information, or otherwise assists in any investigation of a sexual harassment or discrimination complaint is protected from retaliation. No one should fear reporting sexual harassment if they believe it has occurred. So long as a person reasonably believes that they have witnessed or experienced such behavior, they are protected from retaliation. Any employee of GDC who retaliates against anyone involved in a sexual harassment or discrimination investigation will face disciplinary action, up to and including termination. All employees and covered individuals working in the workplace who believe they have been subject to such retaliation should inform the Director of Global Programs and International Partnerships. All employees and covered individuals who believe they have been a target of such retaliation may also seek relief from government agencies, as explained in the **Legal Protections** section included within the New York State Addendum and/or within the specific state addendum for those who live and work outside of New York state.
4. Discrimination of any kind, including sexual harassment, is a violation of our policies, is unlawful, and may subject GDC to liability for the harm experienced by targets of discrimination. Harassers may also be individually subject to liability, and employers or supervisors who fail to report or act on harassment may be liable for aiding and abetting such behavior. Employees at every level who engage in harassment or discrimination, including supervisors who engage in harassment or discrimination or who allow such behavior to continue, will be penalized for such misconduct.
5. GDC, working with RIT's Office of Compliance and Ethics, will conduct a prompt and thorough investigation that is fair to all parties. An investigation will happen whenever management receives a complaint about discrimination or sexual harassment, or when management otherwise knows of possible discrimination or sexual harassment occurring. GDC will keep the investigation confidential to the extent possible. If an investigation ends with the finding that discrimination or sexual harassment occurred, GDC will act as required. In addition to any required discipline, GDC will also take steps to ensure a safe work environment for the employee(s) who experienced the discrimination or harassment. All employees, including supervisors, are required to cooperate with any internal investigation of discrimination or sexual harassment.

6. All employees and covered individuals are encouraged to report any harassment or behaviors that violate this policy. All employees will have access to a complaint form to report harassment and file complaints. Use of this form is not required. For anyone who would rather make a complaint verbally, or by email, these complaints will be treated with equal priority. Employees who prefer not to report harassment to their supervisor or GDC may instead report harassment to the New York State Division of Human Rights (or appropriate state resource as designated in the specific state addendum for those who live and work outside of New York state) and/or the United States Equal Employment Opportunity Commission. Complaints may be made to both the employer and a government agency. Supervisors are **required** to report any complaint that they receive, or any harassment that they observe or become aware of, to the Director of Global Programs and International Partnerships.
7. This policy applies to all employees and covered individuals, such as contractors, subcontractors, vendors, consultants, or anyone providing services in the workplace, and all must follow and uphold this policy. This policy must be provided to all employees in person or digitally through email upon hiring and will be posted prominently in all work locations. For those offices operating remotely, in addition to sending the policy through email, it will also be available on GDC's shared network.

Other Harassment

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion toward an individual because of the individual's membership in a protected class.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above-protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility toward an individual or group because of one of the above-protected categories and that is placed on walls, bulletin boards, or elsewhere on our premises, in emails or voicemails, or otherwise circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance toward any select group.

Reporting Discrimination and Harassment

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify your supervisor or any member of management.

GDC prohibits retaliation against employees who provide information about, complain about, or assist in the investigation of any complaint of harassment or discrimination.

GDC, working with RIT's Office of Compliance and Ethics, will promptly and thoroughly investigate any claim and take appropriate action where we find a claim has merit. To the extent possible, GDC will retain the confidentiality of those who report suspected or alleged violations of the harassment policy.

Discipline for violation of this policy may include, but is not limited to, a written warning, suspension, demotion, transfer, and termination of employment. If GDC determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, GDC may monitor any incident of harassment or discrimination to ensure the inappropriate behavior has stopped.

GDC will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential manner. GDC will take appropriate corrective action where warranted. GDC prohibits retaliation against employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with your supervisor or any other designated member of management.

2.4 Ethics Code

RIT Global Delivery Corporation (GDC) will conduct business honestly and ethically wherever operations are maintained. We strive to improve the quality of our services and operations and maintain a reputation for honesty, fairness, respect, responsibility, integrity, trust, and sound business judgment. Our supervisors and employees are expected to adhere to high standards of business and personal integrity as a representation of our business practices, at all times consistent with their duty of loyalty to the RIT Global Delivery Corporation.

We expect that officers, directors, and employees will not knowingly misrepresent GDC and will not speak on behalf of the GDC unless specifically authorized. The confidentiality of proprietary information, and similar sensitive information (i.e. financial reports, business strategies/plans, student lists, etc.) about GDC or its operations, or that of our customers or partners, is to be treated with discretion and only disseminated on a need-to-know basis (see policies relating to privacy).

Violation of the Code of Ethics can result in discipline, up to and including termination of employment.

2.5 Conflicts of Interest

An organization's reputation for integrity is its most valuable asset and is directly related to the conduct of its officers and other employees. Therefore employees must never use their positions with RIT Global Delivery Corporation (GDC), or any of its stakeholders, for private gain, to advance personal interests, or to obtain favors or benefits for themselves, members or their families or any other individuals, organizations, or business entities. GDC adheres to the highest legal and ethical standards applicable in our business. GDC's business is conducted in strict observance of both the letter and spirit of all applicable laws and the integrity of each employee is of the utmost importance. Employees of GDC shall conduct their personal affairs such that their duties and responsibilities to the organization are not jeopardized and/or legal questions do not arise with respect to their association or work with GDC.

Any perceived, potential, or real conflicts of interest shall be disclosed to the Director of Global Programs and International Partnerships. If, after evaluation, a conflict is found to be significant or unacceptable, it shall be removed or managed in accordance with the provisions of this policy and any procedures implemented hereunder.

2.6 Employment Authorization Verification

New hires will be required to complete Section 1 of federal Form I-9 on the first day of paid employment and must present acceptable documents authorized by the U.S. Citizenship and Immigration Services proving identity and employment authorization no later than the third business day following the start of employment with RIT Global Delivery Corporation (GDC). If you are currently employed and have not complied with this requirement or if your status has changed, you must inform the Director of Global Programs and International Partnerships.

If you are authorized to work in this country for a limited period of time, you will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by GDC.

3.0 Hiring and Orientation Policies

3.1 Disability Accommodation

RIT Global Delivery Corporation (GDC) complies with the Americans with Disabilities Act (ADA), the Pregnancy Discrimination Act, and all applicable state and local fair employment practices laws, and is committed to providing equal employment opportunities to qualified individuals with disabilities, including disabilities related to pregnancy, childbirth, and related conditions. Consistent with this commitment, GDC, working with RIT's Office of Compliance and Ethics, will provide reasonable accommodation to otherwise qualified individuals where appropriate to allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship on the business.

If you require an accommodation because of your disability, it is your responsibility to notify the Director of Global Programs and International Partnerships. You may be asked to include relevant information such as:

- The reason you need an accommodation.
- A description of the proposed accommodation.
- How the accommodation will help you perform the essential functions of your job.

After receiving your request, GDC, working with RIT's Compliance and Ethics Manager, will engage in an interactive dialogue with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could overcome those limitations. Where appropriate, we may need your permission to obtain additional information from your medical provider. All medical information received by GDC in connection with a request for accommodation will be treated as confidential.

GDC encourages you to suggest specific reasonable accommodations that you believe would allow you to perform your job. However, GDC is not required to make the specific accommodation requested by you and may provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on the company.

Where state or local law provides greater protections to employees than federal law, GDC will apply the law that provides the greatest benefit to employees.

If leave is provided as a reasonable accommodation, such leave may run concurrently with leave under the federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

GDC will not discriminate or retaliate against employees for requesting an accommodation.

3.2 Accommodation Policies

RIT Global Delivery Corporation (GDC) recognizes the importance of supporting employees experiencing limitations related to pregnancy, childbirth, or related medical conditions by providing reasonable accommodations. We are committed to complying with the federal Pregnant Workers Fairness Act (PWFA) and any applicable state or local laws offering additional protections.

If you require an accommodation, notify the Director of Global Programs and International Partnerships. In instances where the need for a particular accommodation is not obvious, you may be asked to provide:

- The reason an accommodation is needed.
- A description of the proposed accommodation.
- Information on how the accommodation will effectively address your limitations.

Medical documentation will not be required in the following situations:

- When the limitation and need for an accommodation is obvious.

- If GDC is already aware of the limitation due to previous disclosures.
- When requesting accommodations such as additional restroom breaks, fluid intake, food breaks, or seating arrangements, which are considered presumptively reasonable.
- For any lactation accommodations.
- When a similar accommodation has been provided to other employees without requiring documentation.

GDC, working with RIT's Director, Employee Relations and Partnerships, will engage in an interactive process with you to identify suitable accommodations. While we strive to accommodate all requests, certain accommodations may not be provided if they would result in undue hardship to GDC. Factors considered include the nature and cost of the accommodation, the overall financial resources of the facility, and the impact on operations, including safety and efficiency.

Examples of reasonable accommodations include:

- Additional break time for restroom use, meals, hydration, and rest.
- Seating options allowing for sitting or standing as needed.
- Schedule changes, part-time work, and paid and unpaid leave.
- Flexible work hours to accommodate medical appointments and physical needs.
- Telework (remote work).
- Closer parking spots to the workplace entrance.
- Light duty.
- Making existing facilities accessible or modifying the work environment.
- Job restructuring.
- Temporarily suspending one or more essential functions of your job.
- Acquiring or modifying equipment, uniforms, or devices.
- Adjusting or modifying examinations or policies.

If leave is provided as a reasonable accommodation, it may run concurrently with leave under the federal Family and Medical Leave Act (FMLA) and/or any other applicable leave as permitted by law.

GDC strictly prohibits retaliation against employees who request or utilize an accommodation under this policy.

3.3 Religious Accommodation

RIT Global Delivery Corporation (GDC) recognizes the diversity of religious beliefs and is committed to providing equal employment opportunities to all employees, regardless of their religious beliefs and practices or lack thereof. Consistent with this commitment, GDC complies with Title VII of the Civil Rights Act of 1964 and all applicable state and local laws that prohibit employment discrimination on the basis of religion. GDC will reasonably accommodate the sincerely held religious beliefs of employees if the accommodations would resolve a conflict between the individual's religious belief or practice and a work requirement, unless doing so would create an undue hardship.

Requesting a Religious Accommodation

If you need an accommodation because of your religious beliefs or practices, make the request with the Director of Global Programs and International Partnerships. You may be asked to include relevant information such as:

- A description of the proposed accommodation.
- The reason you need the accommodation.
- How the accommodation will help resolve the conflict between your religious beliefs or practices (or lack thereof) and your work requirements.

After receiving your request, GDC, working with RIT's Director of Employee Relations and Partnerships, will engage in an interactive dialogue with you to explore potential accommodations that could resolve the conflict between your religious beliefs or practices and work requirements. GDC encourages you to suggest specific reasonable accommodations. However, GDC is not required to make the specific accommodation requested by you and may provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on GDC.

GDC will not discriminate or retaliate against employees who, in good faith, request a religious accommodation under this policy.

4.0 Wage and Hour Policies

4.1 Attendance

RIT Global Delivery Corporation (GDC) requires regular and punctual attendance by employees. You are expected to observe your designated work hours as defined by your supervisor. Failure to comply with this policy may result in disciplinary action, up to and including termination.

If you must miss work due to an emergency or other unexpected circumstance, notify your supervisor as soon as possible. Notice should include the expected duration of your absence and your expected time or date of return. You may be required to provide documentation of the need for the absence, as permitted by applicable law.

If you become ill during your scheduled workday and need to leave before the end of your shift, notify your supervisor immediately.

Absences will be considered excused if you requested the time off in accordance with GDC policies and received the required approval for the absence. Absences will be considered unexcused if you are absent from work during scheduled work hours without permission. This policy applies to all absences, including full- or partial-day absences, late arrivals, and early departures.

Planned absences, such as vacations or medical appointments, should be arranged as far in advance as possible.

GDC reserves the right to apply unused vacation, sick time, or other paid time off to unauthorized absences when permitted by applicable law. Absences resulting from approved leave, vacation, or legal requirements are exceptions to this policy.

Failure to report to work for three or more consecutive days without providing proper notification may be grounds for disciplinary actions up to and including dismissal.

4.2 Recording Time

RIT Global Delivery Corporation (GDC) is required by applicable federal, state, and local laws to keep accurate records of hours worked by certain employees. To ensure that GDC has complete and accurate time records and that employees are paid for all hours worked, nonexempt employees are required to record all working time. Exempt employees may also be required to track days or time worked. Speak with your supervisor for specific instructions.

Non-exempt employees must accurately record all time worked to ensure you are paid for all hours worked, and must follow established GDC procedures for recording hours worked. Time must be recorded as follows:

- Immediately before starting your shift.
- Immediately after finishing work, before your meal period.
- Immediately before resuming work, after your meal period.

- Immediately after finishing work.
- Immediately before and after any other time away from work.

Notify your supervisor of any pay discrepancies, unrecorded or misrecorded work hours, or any involuntarily missed meal or break periods. Falsifying time entries is strictly prohibited. Falsifying time entries includes working "off the clock." If you falsify your own time records, or the time records of co-workers, or if you work off the clock, you will be subject to discipline up to and including termination. If any employee, supervisor, or manager who falsifies your time entries or encourages or requires you to falsify your time entries or work off the clock, please report this immediately to the Director of Global Programs and International Partnerships, or to RIT's Director, Employee Relations and HR Partnerships.

4.3 Meal and Rest Periods

RIT Global Delivery Corporation (GDC) strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding meal and rest periods. Check with your supervisor regarding procedures and schedules for rest and meal breaks. GDC requests that employees accurately observe and record meal and rest periods. If you know in advance that you may not be able to take your scheduled break or meal period, let your supervisor know; in addition, notify your supervisor as soon as possible if you were unable to or prohibited from taking a meal or rest period.

4.4 Overtime

If your position is classified as nonexempt, you may qualify for overtime pay. All overtime must be approved in advance, in writing, by your direct supervisor.

At certain times our organization may require you to work overtime. We will attempt to give as much notice as possible in this instance. However, advance notice may not always be possible. Failure to work overtime when requested or working unauthorized overtime may result in discipline, up to and including discharge.

Unless otherwise required or exempted by law, overtime pay of one and one-half times your regular rate of pay is paid for any hours worked in excess of 40 hours in a workweek. Holidays, vacation days, and sick leave days do not count as time worked for computing overtime.

4.5 Pay Period

At RIT Global Delivery Corporation (GDC), the standard pay period is biweekly for all employees. Pay dates are on Fridays. The pay period begins on Monday and ends on the Sunday of the second week. If a pay date falls on a holiday, you will be paid on the preceding workday.

2026 Pay Period Schedule link: [2026 GDC Pay Period Schedule.pdf](#)

4.6 Paycheck Deductions

RIT Global Delivery Corporation (GDC) is required by law to make certain deductions from your pay each pay period, including deductions for federal income tax, Social Security and Medicare (FICA) taxes, other applicable taxes depending on your state of residency, and any other deductions required under law or by court order for wage garnishments. The amount of your tax deductions will depend on your earnings and the information you list on your federal Form W-4 and applicable state withholding form. You may also authorize certain voluntary deductions from your paycheck where permissible under state law. Your deductions will be reflected in your wage statement. If you have any questions about deductions from your pay, contact gdchelp@rit.edu.

GDC will not make deductions to your pay that are prohibited by federal, state, or local law. You should review your paycheck for errors each pay period and immediately report any discrepancies to your supervisor.

You will be reimbursed in full for any isolated, inadvertent, or improper deductions, as defined by law. If an error is found, you will receive an immediate adjustment, which will be paid no later than your next regular payday.

GDC will not retaliate against employees who report erroneous deductions in accordance with this policy.

4.7 Business Expenses

RIT Global Delivery Corporation Travel Policy

Travel policies pertaining to RIT Global Delivery Corporation (GDC) approved business travel are summarized below. It is the traveler's responsibility to:

- Obtain the necessary authorizations
- Check the current travel warning and alert lists
- Read and abide by the information contained below or in any travel warnings or travel alerts
- Read the U.S. Department of State's "Tips for Traveling Abroad"

All official GDC travel shall be properly authorized, reported, and reimbursed. Under no circumstances shall expenses for personal travel be charged to, or be temporarily funded by GDC unless otherwise noted in this Policy. It is the traveler's responsibility to report his or her actual travel expenses in a responsible and ethical manner, in accordance with the regulations set forth in this Policy.

When appropriate, GDC, at its sole discretion, may modify, augment, suspend or revoke any policy, procedure, practice, or statement contained in this document, except required by law.

Air Travel

Designated Travel Agencies

- Make transportation arrangements for air or rail travel and reservations for hotel and car rentals through the Global Programs Specialist, Donika Demiri, as soon as your travel dates and destination are known at dxdcms@rit.edu or phone: (585) 475-7113 to coordinate your reservation with the GDC designated travel agency below.

TZELL Park Avenue

- 585-663-8660
- 345 Union Hill Road, Bldg. 2 STE E
- After hours: 1-877-416-8781
- Manalapan, NJ 07726
- Only economy class, or discounted class airfare, shall be used. Air travel expenses shall be reimbursed based on the most commonly traveled route consistent with the authorized purpose of the trip.
- You may be eligible for "premium economy" seating, if available, and the cost does not exceed 35% of the standard economy class fare. Premium economy seating may only be considered on international flight segments with a scheduled flight duration that is greater than 6 hours and 30 minutes.
- Air carrier and route selection will be based on price and efficiency of travel, not airline reward programs.
- Any itinerary for extracurricular leisure travel to gateway cities en route to/from your GDC destination must be approved by GDC before finalizing the reservation.
- Any GDC business travel en-route or while on assignment must also be approved by the applicable GDC budget authority prior to making reservations.
- Please contact the Global Programs Specialist to book your travel as far in advance as possible to secure flights with the GDC designated travel agent. While some restrictions or penalties may apply, advance reservations secure the lowest fares.

- All travel reservations will be booked through GDC's designated travel agent and may not be booked through separate reservation systems by the individual traveler without first receiving written permission from GDC. Such travel booked without pre-approval is considered non-reimbursable (see non-reimbursable expenses below).
- The Federal Fly America Act requires those Federal employees and their dependents, consultants, contractors, grantees, and others performing United States Government financed foreign air travel to travel by U.S. flag air carriers. If your travel will be paid by Federal funds, when making your travel arrangements, advise the Global Programs Specialist and/or the designated travel agency to ensure that your flights are in compliance with the Act.

Reimbursements for Travel Assignments

Travel Assignments 15 days or less

- **Taxi and Parking:** GDC will reimburse you for taxi service to/from your home to the airport, parking fees at the airport, taxi service from the airport to your lodging, between official business-related appointments, or between hotels and official business-related appointments. Receipts must be obtained and submitted for reimbursement for all such transportation expenses. Tips given for taxi service must be included on the receipt.
- **Lodging:** GDC will reimburse you for approved lodging expenses at a hotel in close proximity to the GDC global partner university, or other approved lodging facility. You are required to pay for your hotel expenses upon check-out and you will be reimbursed for all approved expenses upon the completion of your travel expense report. GDC will not reimburse for lodging provided directly to the employee at no cost throughout the assignment.
- **Meal Per-Diem:** GDC uses only a "per diem" method for reimbursement for travel lasting 15 days or less. Generally, meals will be reimbursed at the rate of \$110.00 per day, but this amount will be adjusted for hospitality (any meals provided by the hotel and/or partner university), as well as the time of departure and return. First and last days of travel will be reimbursed at \$82.50 (75% of the per diem rate). If meals are included with a hotel stay or assignment itinerary, per diem will not be allocated.

Basis of Per Diem Calculation

- **Breakfast:** \$25.00
- **Lunch:** \$29.00
- **Dinner:** \$51.00
- **Incidentals:** \$5.00

Additional reimbursable expenses:

- Baggage fees up to one bag per flight.
- Hospitality meal or other served food for individuals directly related to the educational or research purpose of the trip. Must be pre-approved by GDC before expense is incurred.
- Host/hostess gifts not to exceed \$50 USD. Must be pre-approved by GDC before expense is incurred.
- Laundry and/or dry cleaning expenses (trips of seven or more consecutive days).
- Telephone calls, including those calls necessary to obtain transportation and hotel reservations, communicate with the office, and one personal call per day to your family. We encourage you to use free VOIP technology such as WhatsApp, WeChat or other similar services.
- Costs associated with visa application and/or in-country visa extensions required for GDC business.
- Vaccinations required for entry by the local government authority of the travel assignment.
- All other expenses must be pre-approved by your direct supervisor or RIT Global administration.

Travel Assignments More than 15 days

- **Taxi and Parking:** GDC will reimburse you for taxi service to/from your home to the airport and taxi service from the airport to your lodging upon initial arrival and final departure only. Parking fees will not be reimbursed for travel assignments more than 15 days. Receipts must be obtained and

submitted for reimbursement for all such transportation expenses. Tips given for taxi service must be included on the receipt.

- **Lodging:** As part of your employment agreement, you may be offered either a flat monthly allowance or you will be placed in suitable lodging provided by the GDC global partner university. You will be personally responsible for the expense and payment of all utilities during your travel as applicable.
- **Meal Per-Diem:** GDC uses only a “per diem” method for reimbursement. For travel assignments more than 15 days, per-diem will only be provided on your travel dates to/from your assignment location. Generally, meals will be reimbursed at the rate of \$82.50 per travel day.

Additional reimbursable expenses:

- Cost of shipping or baggage fees up to \$750 USD.
- Hospitality meal or other served food for individuals directly related to the educational or research purpose of the trip. Must be pre-approved by GDC before expense is incurred.
- SIM card for local calling capabilities. Only the cost of the SIM card will be reimbursed, monthly service/usage fees will not be reimbursed. We encourage you to use free VOIP technology such as WhatsApp, WeChat or other similar services for both in-country and international calling.
- Costs associated with visa application and/or in-country visa extensions required for GDC business.
- Vaccinations required for entry by the local government authority of the travel assignment.
- All other expenses must be pre-approved by GDC in advance.

Non-reimbursable Expenses

Unless approved in writing by GDC, travel expenditures that are not reimbursable regardless of travel assignment and length of stay include but are not limited to:

- Additional travel insurance, travel accident insurance or trip cancellation premiums.
- Additional expenses associated with the cost of first class or business class airfare.
- Cost of passport applications or renewal.
- Alcoholic beverages consumed as part of meal or otherwise while traveling on GDC business.
- Childcare and babysitting expenses.
- Costs for personal medications.
- Costs incurred by your failure to cancel transportation or hotel reservations.
- Travel reservations paid directly by the individual traveler not pre-approved by GDC.
- Costs incurred by your spouse or other dependents traveling with you.
- Entertainment expenses, including movies in your hotel room.
- International car rental, mileage reimbursement, or gasoline expenses.
- Host/hostess gifts, in lieu of meals and lodging, when the cost exceeds what meal and/or lodging expenses would have been.
- Monthly phone service/usage fees.
- Hairstyling and haircut expenses.
- Kennel/boarding expenses for pets.
- Magazines or newspaper expenses.
- Other expenses not directly related to the business purpose of the travel assignment.
- Parking or speeding tickets.
- Travel pillows or other travel convenience items.

Process for Reimbursement

- All receipts should be sent electronically (clear scanned copies) and emailed to Global Program Specialist, Donika Demiri dxmcms@rit.edu.
- Receipts must be submitted within 30 days of return.
- Each individual receipt should contain a detailed description of the expense (ex. taxi from home to airport).
- Tips: It is helpful to the staff and will expedite your reimbursement to organize your receipts by date and clearly explaining the business purpose of each receipt. This can be accomplished by taping

receipts to white paper and writing next to each receipt before scanning, or organizing this information by date and receipt in an excel spreadsheet.

- Reimbursement requires completion of PaymentWorks Registration. Please contact Renee Rivera (rgrgbl@rit.edu) if you have not completed this step.

Taxability

- Depending on the duration of your assignment, these reimbursements may be considered taxable income to you and may be reported on your W2.
- The appropriate RIT policy for your duration of assignment will be identified in your contract and will be considered in calculating your tax equalization or tax gross-up as appropriate.

Insurance & Emergencies While Traveling

- Please report all emergencies and/or accidents while traveling to the RIT Public Safety Office as soon as possible using the following numbers. Please note you may need to add additional numbers ahead of those listed below to call the U.S. dependent on your location.
 - **Emergency:** (585) 475-3333
 - **General:** (585) 475-2853
 - **Text:** (585) 205-8333
- Brief the Public Safety officer, in detail, about the situation. Make every effort to reach Public Safety by telephone rather than e-mail or text as there are a number of issues that they will want to discuss with you during a crisis. The following information will likely be requested:
 - Name of the individual(s) involved (including your own)
 - RIT affiliation (Please state: GDC employee)
 - Reason for travel (Please state: employment at an RIT international location)
 - Location calling from (country, city, address)
 - How the individual can be reached
 - Situation individual is calling about
 - Action individual needs from RIT
- Public Safety will notify RIT officials per internal protocols. Follow directions from responding personnel. During an ongoing crisis, keep RIT informed on a regular basis about the evolution of the crisis, until it has passed. Your main contact may be a Public Safety Officer or someone in another department who will take the lead. Advise your in-country partner of the situation.
- Please review the RIT International Traveler Emergency Response Plan for additional guidance for travelers including global campus emergency contacts, how to appropriately respond to an international travel emergency, and access to Crisis 24 Horizon and Chubb emergency travel services.

Addendum A: RIT Global Emergency Contact List has contact information for all of RIT's global campuses.

Travel Assistance Program

- GDC employees are covered under a Worldwide Travel Assistance Program managed by RIT Global Risk Management including Crisis24 Horizon and Chubb/AXA. Additional information can be found below as well as additional contact information and benefit details in the International Traveler Emergency Response Plan.

Security or Medical Services: 24 Hour Hotline – CRISIS 24 Horizon

- RIT has partnered with Crisis24 to keep employees and students informed and secure while traveling abroad on RIT business. For relevant travel alerts and quick access to assistance, be sure to download the Crisis24 Horizon Mobile app from the App Store and register using Single Sign On (SSO) with your RIT credentials.
 - **Horizon App Utilities Hotline:** Connect with the 24x7 Hotline Center for security or medical assistance via the app or dial +1-443-569-0230
 - **Crisis Signal:** Alert the Hotline center that you need assistance but cannot speak out loud. Location services must be enabled.

- **Check-in:** Confirm your safety and location if desired.
- **Alerts:** Relevant intel based on your settings. The dedicated hotline can be used for emergency assistance with security or medical concerns, and for non-emergency assistance such as a lost or stolen passport, legal referrals and more.

Worldwide Travel Assistance Vendor Chubb/AXA

- For medical referrals, evacuation, repatriation or other emergency travel services please call:
 - **Travel Assistance Program:** 1-855-327-1425 (Toll-Free)
 - 1-630-694-9802 (Direct Dial)
 - medassist-usa@axa-assistance.us

Insurance

- GDC employees are covered under GDC's group of insurance policies for activities conducted in the scope of their job responsibilities while traveling overseas. GDC maintains a comprehensive insurance program including coverage for general liability and auto liability claims (bodily injury or property damage to third parties).
- If you are involved in an incident that results in a claim while traveling on GDC business, report it to your direct supervisor overseas for communication to RIT GDC as soon as possible.

Auto Liability Insurance

- GDC discourages employees from renting automobiles outside of the U.S. and Canada. If an auto rental is approved through GDC, automobile liability insurance is normally provided as part of the rental car agreement and should not be purchased. GDC maintains non-owned automobile liability insurance in excess of the amount provided by the automobile rental company for travel within the United States and Canada.

Injury or Sickness

- GDC maintains worker's compensation insurance for claims for employees arising from a work-related injury or sickness. This coverage applies to all employees traveling on international business.
- Communicate incidents to the local administration of GDC's global partner university as soon as possible.
- Emergency situations occurring overseas should be directed to the appropriate medical facility immediately and reported to the local administration of GDC global partner university, as well as RIT Campus Safety as noted above as soon as practical. The worker's compensation plan will cover necessary medical expenses for the work-related injury.
- Prior to leaving on an international trip it is advisable for you to contact your primary medical insurance carrier to discuss how your personal medical insurance coverage will respond in the event a sickness or injury that arises during travel that is not work-related.

4.8 Employment Classifications

Faculty: Persons whose primary GDC responsibility is teaching credit and non-credit courses. GDC has established the following classifications for faculty:

Full-Time Administrative Faculty: persons who have received and accepted an academic year appointment for 100% of a full-time course load, as defined by the GDC management and the president/dean or associate dean of the international partner university and whose course load is adjusted with release time for their GDC administrative responsibilities.

Full-Time Instructional Faculty: persons who have received and accepted an academic year appointment for 100% of a full-time course load, as defined by the GDC management and the president/dean or associate dean of the international partner university and whose primary GDC responsibility is teaching.

Part-Time Instructional Faculty: persons who have received and accepted an academic year appointment for less than 100% of a full-time course load, as defined by the GDC management and the president/dean or associate dean of the international partner university and whose primary GDC responsibility is teaching.

Adjunct Faculty: persons who have received and accepted a semester appointment for no more than 50% of the full-time course load as defined by the GDC management and the president/dean or associate dean of the international partner university and whose primary GDC responsibility is teaching.

5.0 Performance, Discipline, Layoff, and Termination

5.1 Standards of Conduct

RIT Global Delivery Corporation (GDC) wishes to create a work environment that promotes job satisfaction, respect, responsibility, integrity, and value for all of our employees, students, and other stakeholders. We all share in the responsibility of improving the quality of our work environment. By deciding to work here, you agree to follow our standards of conduct. GDC employees will demonstrate civility, respect, decency, and sensitivity toward fellow members of their community, and recognize that all community members are entitled to support and mutual respect. GDC employees will conduct themselves with the highest standards of moral and ethical behavior.

While it is impossible to list everything that could be considered misconduct in the workplace, what is outlined here is a list of inappropriate conduct that could result in discipline, up to and including immediate termination of employment. This policy is not intended to limit our right to discipline or discharge GDC employees for any reason permitted by law.

Examples of inappropriate conduct include:

- Violation of the policies and procedures set forth in this handbook.
- Possessing, using, distributing, selling, or negotiating the sale of illegal drugs or other controlled substances.
- Being under the influence of alcohol during working hours on GDC's or any Partner University's property (including in Partner Universities' vehicles), or on GDC business.
- Inaccurate reporting of the hours worked by you or any other employee.
- Providing knowingly inaccurate, incomplete, or misleading information when speaking on behalf of GDC or in the preparation of any employment-related documents including, but not limited to, job applications, personnel files, employment review documents, intra-company communications, or expense records.
- Taking or destroying GDC property.
- Possession of potentially hazardous or dangerous property (where not permitted) such as firearms, weapons, chemicals, etc., without prior authorization.
- Fighting with, or harassment of (as defined in our EEO policy), any fellow employee, vendor, or student.
- Refusal or failure to follow directions or to perform a requested or required job task.
- Refusal or failure to follow safety rules and procedures.
- Excessive tardiness or absences.
- Smoking in non-designated areas.
- Working unauthorized overtime.
- Solicitation of fellow employees on any Global Campus's premises during working hours.
- Use of obscene or harassing (as defined by our EEO policy) language in the workplace.
- Engaging in outside employment that interferes with your ability to perform your job at RIT Global Delivery Corporation.
- Gambling on any Global Campus's premises.
- Lending keys or keycards to Global Campus's property to unauthorized persons.

Nothing in this policy is intended to limit your rights under the National Labor Relations Act, or to modify the at-will employment status where at-will is not prohibited by state law.

5.2 Open Door/Conflict Resolution Process

RIT Global Delivery Corporation (GDC) strives to provide a comfortable, productive, legal, and ethical work environment. To this end, we want you to bring any problems, concerns, or grievances you have about the workplace to the attention of your supervisor and, if necessary, to the Director of Global Programs and International Partnerships, RIT's Ombuds Office, or RIT's Director, Employee Relations and HR Partnerships.

If you believe there is inappropriate conduct or activity on the part of GDC, management, its employees, vendors, customers, or any other persons or entities related to GDC, bring your concerns to the attention of your supervisor at a time and place that will allow the person to properly listen to your concern. Many problems can be resolved informally through dialogue between you and your immediate supervisor. If you have already brought this matter to the attention of your supervisor before and do not believe you have received a sufficient response, or if you believe that person is the source of the problem, present your concerns to the Director of Global Programs and International Partnerships, RIT's Ombuds Office, or RIT Director, Employee Relations and HR Partnerships. Describe the problem, those persons involved in the problem, efforts you have made to resolve the problem, and any suggested solution you may have.

While informal conflict resolution will take place when appropriate, supervisors are obligated by law to request an investigation of any allegation that is by its nature a violation of federal, state or local laws. Appropriate measures will be taken regarding alleged violations of federal, state, and local laws in compliance with applicable regulations.

5.3 Disciplinary Process

Violation of RIT Global Delivery Corporation (GDC)'s policies or procedures may result in disciplinary action, including demotion, transfer, leave without pay, or termination of employment. GDC encourages a system of progressive discipline depending on the type of prohibited conduct. However, GDC is not required to engage in progressive discipline and may discipline or terminate employees who violate the rules of conduct, or where the quality or value of their work fails to meet expectations at any time. Again, any attempt at progressive discipline does not imply that your employment is anything other than on an "at-will" basis consistent with applicable law. Note that the specific terms of your employment relationship, including termination procedures, are governed by the laws of the state in which you are employed.

When appropriate, management will first provide you with a verbal warning, then with one or more written warnings, and if the conduct is not sufficiently altered, eventual demotion, transfer, suspension, or termination of employment. Your supervisor will make every effort possible to allow you to respond to any disciplinary action taken. Understand that while GDC is concerned with consistent enforcement of our policies, we are not obligated to follow any disciplinary or grievance procedure and, depending on the circumstances, you may be disciplined or terminated without any prior warning or procedure.

5.4 Performance Reviews

RIT Global Delivery Corporation (GDC) will make efforts to periodically review your work performance. The performance review is a tool used to evaluate employee performance over the review period by assessing:

- Your performance of assigned job duties and responsibilities.
- Your achievement or lack of achievement of specific targets and goals.
- Other aspects of your performance (e.g., communication skills, professionalism, ability to collaborate, reliability, willingness to take initiative, etc.).

The performance review process will take place as business needs dictate.

The performance review process is intended to increase the quality and value of your work performance. The review process may be used:

- As a basis for employment decisions, such as promotions and demotions.
- To improve the performance of underperforming employees.
- To document employee growth within GDC.

A positive performance review does not guarantee a pay adjustment or continued employment.

5.5 Criminal Activity/Arrests

RIT Global Delivery Corporation (GDC) will report all criminal activity in accordance with applicable law. Involvement in criminal activity while employed by GDC, whether on or off Global Campus's property, may result in disciplinary action including suspension or termination of employment.

You are expected to be on the job, ready to work, when scheduled. Inability to report to work as scheduled may lead to disciplinary action, up to and including termination of employment, for violation of an attendance policy or job abandonment.

5.6 Resignation Policy

RIT Global Delivery Corporation (GDC) hopes that your employment with GDC will be a mutually rewarding experience; however, GDC acknowledges that varying circumstances can cause you to resign employment. GDC intends to handle any resignation in a professional manner with minimal disruption to the workplace.

Notice

GDC requests, but does not require, that you provide a minimum of four weeks' notice of your resignation. You should provide a written resignation letter to your supervisor in advance of your final day of work.

Final Pay

GDC will pay separated employees in accordance with applicable laws and other sections of this handbook.

Notify GDC if your address changes during the calendar year in which resignation occurs to ensure tax information is sent to the correct address.

Return of Property

Return all GDC property at the time of separation, including any keys, tools, laptops, credit cards, and identification cards.

Employment Verification/References

RIT Global Delivery Corporation (GDC) policy around employment verification/references is to confirm dates of employment, job title, and compensation (where permissible under applicable law). GDC will only provide such information with your written authorization. Requests for employment verification should be forwarded to the Director of Global Programs and International Partnerships.

6.0 General Policies

6.1 Drug and Alcohol Policy

RIT Global Delivery Corporation (GDC) is committed to providing a safe, healthy, and productive work environment. Consistent with this commitment, it is the intent of GDC to maintain a drug and alcohol-free workplace. Being under the influence of alcohol, illegal drugs (as classified under federal, state, or local laws), or other impairing substances while on the job may pose a serious health and safety risk to others, and will not be tolerated.

Prohibited Conduct

GDC expressly prohibits employees from engaging in the following activities when they are on duty or conducting GDC business or on GDC (or partner institution) premises (whether or not they are working):

- The use, abuse, or being under the influence of alcohol, illegal drugs, or other impairing substances.
- The possession, sale, purchase, transfer, or transit of any illegal or unauthorized drug, including prescription medication that is not prescribed to the individual, or drug-related paraphernalia.
- The illegal use or abuse of prescription drugs.

While the use of marijuana has been legalized under some state laws for medicinal and/or recreational uses, it remains an illegal drug under federal law. GDC does not discriminate against employees solely on the basis of their lawful off-duty use of marijuana. You may not consume or be under the influence of marijuana while on duty or at work. If you have a valid prescription for medical marijuana, refer to the GDC Disability Accommodation policy for additional information.

Nothing in this policy is meant to prohibit your appropriate use of over-the-counter medication or other medication that can legally be prescribed under both federal and state law, if it does not impair your job performance or safety or the safety of others. If you take over-the-counter medication or other medication that can legally be prescribed under both federal and state law to treat a disability, inform your supervisor if you believe the medication may impair your job performance, safety, or the safety of others or if you believe you need a reasonable accommodation before reporting to work while under the influence of that medication.

Violations

Violation of this policy may result in disciplinary action, up to and including termination of employment.

6.2 Nonsolicitation/Nondistribution Policy

RIT Global Delivery Corporation (GDC) prioritizes a harmonious work environment that minimizes disruption to business operations and respects the focus of employees, visitors, and others. Our non-solicitation/non-distribution policy aims to ensure a balanced approach to interactions within the workplace.

Solicitation

For the purposes of this policy, **solicitation** includes various activities such as selling items or services, seeking contributions, or seeking support for an organization. Solicitation, whether conducted verbally, in writing, or electronically, falls under this policy's scope.

During your assigned working hours, soliciting other employees is prohibited. **Working hours** refers to periods when either you or the employee you intend to solicit are expected to be actively engaged in work-related activities. You are permitted to engage in solicitation during authorized non-working times, such as breaks, provided that the recipients of the solicitation are also on non-working time.

Distribution

To ensure cleanliness, organization, and safety, the distribution of non-work-related literature or items within working areas is prohibited at all times. Working areas do not include break/rest areas, lunchrooms, and parking lots. Electronic distribution of materials during work hours is also not allowed. Any literature that violates GDC's equal employment opportunity (EEO) and non-harassment policies, or knowingly spreads false information, is strictly prohibited. Non-employees are not permitted to distribute materials on GDC premises under any circumstances.

Statutory Rights and Communication

This policy is not meant to curtail the statutory rights of employees, including their right to discuss terms and conditions of employment. Open communication remains a vital part of our workplace culture.

Reporting Violations

If you become aware of violations of this policy, report them to your supervisor.

We appreciate your cooperation in maintaining a respectful and focused work environment.

6.3 Personal Data Changes

It is your obligation to provide RIT Global Delivery Corporation (GDC) with intact information, including current mailing address and telephone number. You should also inform GDC of any changes to your tax withholding status. Failure to do so may result in loss of benefits or delayed receipt of W-2 and other mailings. To make changes to this information, make the necessary updates in the Paychex Flex system.

6.4 Use of GDC Technology

This policy is intended to provide RIT Global Delivery Corporation (GDC) employees with the guidelines associated with the use of GDC information technology (IT) resources and communications systems.

This policy governs the use of all IT resources and communications systems owned by or available at GDC, and all use of such resources and systems when accessed using your own devices, including but not limited to:

- Email systems and accounts.
- Internet and intranet access.
- Telephones and voicemail systems, including wired and mobile phones, smartphones, and pagers.
- Printers, photocopiers, and scanners.
- Fax machines, e-fax systems, and modems.
- All other associated computer, network, and communications systems, hardware, peripherals, and software, including network key fobs and other devices.
- Closed-circuit television (CCTV) and all other physical security systems and devices, including access key cards and fobs.

General Provisions

GDC IT resources and communications systems are to be used for business purposes only unless otherwise permitted under applicable law.

All content maintained in GDC IT resources and communications systems are the property of GDC. Therefore, employees should have no expectation of privacy in any message, file, data, document, facsimile, telephone conversation, social media post, conversation, or any other kind or form of information

or communication transmitted to, received, or printed from, or stored or recorded on GDC electronic information and communications systems.

GDC reserves the right to monitor, intercept, and/or review all data transmitted, received, or downloaded over GDC IT resources and communications systems in accordance with applicable law. Any individual who is given access to the system is hereby given notice that GDC will exercise this right periodically, without prior notice and without prior consent.

The interests of GDC in monitoring and intercepting data include, but are not limited to: protection of GDC proprietary information and similar confidential commercially-sensitive information (i.e. financial reports, business plans, product development, student lists, etc.) managing the use of the computer system; and/or assisting employees in the management of electronic data during periods of absence.

You should not interpret the use of password protection as creating a right or expectation of privacy, nor should you have a right or expectation of privacy regarding the receipt, transmission, or storage of data on GDC IT resources and communications systems.

Do not use GDC IT resources and communications systems for any matter that you would like to be kept private or confidential.

Violations

If you violate this policy, you will be subject to corrective action, up to and including termination of employment. If necessary, GDC will also advise law enforcement officials of any illegal conduct.

6.5 Workplace Privacy and Right to Inspect

RIT Global Delivery Corporation (GDC) property, including but not limited to phones, computers, tablets, desks, workplace areas, or vehicles, remains under the control of GDC and is subject to inspection at any time, without notice to any employee and without their presence.

You should have no expectation of privacy in any of these areas. We assume no responsibility for the loss of, or damage to, your property maintained on GDC premises.

7.0 Benefits

7.1 Health and Welfare Benefits

Health insurance coverage and EAP coverage are available to eligible employees after the plan's defined waiting period. Employees should refer to official plan documents for additional coverage and eligibility information. For additional information, please contact RIT's Assistant Director of Benefits.

Benefits may be canceled or changed at the discretion of GDC, unless otherwise prohibited by law.

If you or a dependent become ineligible for benefits due to a change in work hours or through a life event, or you leave employment with GDC, you may have the right to continue your health benefits under federal or state law. In such event, GDC will provide you with information about your rights to continue your benefits coverage.

7.2 Sick Pay

RIT Global Delivery Corporation (GDC) provides paid sick leave to all eligible employees.

Eligibility

All employees are eligible for sick leave.

Reasons for Leave

Sick leave may be used for the following purposes:

- For your own or a family member's mental or physical illness, injury, or health condition regardless of whether such illness, injury, or health condition has been diagnosed or requires medical care at the time that you request leave;
- For the diagnosis, care, or treatment of your own or a family member's mental or physical illness, injury, or health condition or need for medical diagnosis or preventive care; or
- For your absence from work when you or your family member has been the victim of domestic violence, a family offense, sexual offense, stalking, or human trafficking, and you need to:
 - Obtain services from a domestic violence shelter, rape crisis center, or other services program;
 - Participate in safety planning, temporarily or permanently relocate, or take other actions to increase your safety or the safety of your family members;
 - Meet with an attorney or other social services provider to obtain information and advice on, and prepare for or participate in, any criminal or civil proceeding;
 - File a complaint or domestic incident report with law enforcement;
 - Meet with a district attorney's office;
 - Enroll children in a new school; or
 - Take any other actions necessary to ensure your or a family member's health or safety or to protect those who associate or work with you.

If you are responsible for the domestic violence, family offense, sexual offense, stalking, or human trafficking, you are not eligible for leave under this policy.

Family member means:

- Your child, spouse, domestic partner, parent, sibling, grandchild, or grandparent; or
- The child or parent of your spouse or domestic partner.

Parent means:

- Your biological, foster, step, or adoptive parent; or
- A person who acted as your legal guardian or a person who stood in loco parentis when you were a minor child.

Child means:

- Your biological, adopted, or foster child;
- A legal ward; or
- A child for which you stand in loco parentis.

Accrual and Usage

Eligible employees accrue one hour of sick leave for every 30 hours worked, beginning on their first day of employment. For adjunct faculty, the standard calculation of 3 hours of work per credit hour shall be applied. You may begin using sick leave as it accrues.

You may use up to a maximum of 40 hours of sick leave in a leave year. For purposes of this policy, the leave year is based on the fiscal year (July 1). The minimum increment of sick leave that you may take at one time is four hours. Unused sick leave will carry over to the following leave year; however, you may still only use up to 40 hours of sick leave in a leave year.

You will be paid at your regular rate of pay or the applicable minimum wage, whichever is greater.

Notice

If the need for leave is foreseeable, you must provide reasonable notice of your need for leave. If unforeseeable, provide notice as soon as practical. If known, notice should include the expected length of the absence.

When using sick leave, faculty are required to provide appropriate notification to assigned campus following process outlined in campus-specific faculty guidance.

Documentation

If you use sick leave for three or more consecutive days, you may be required to provide reasonable documentation confirming your eligibility for leave. Reasonable documentation is limited to the following:

- A statement from a licensed medical provider attesting to your need for sick leave, the amount of leave needed, and the date you may return to work; or
- A statement from you attesting to your eligibility for leave.

The statement does not need to explain the nature of the illness or details related to the domestic violence, family offense, sexual offense, stalking, or human trafficking that necessitates the use of leave.

Confidentiality

Details surrounding your request for leave will be kept confidential, except as required by federal or state law or as necessary to protect your safety in the workplace.

Recordkeeping

You may request (verbally or in writing) a summary of the amounts of sick leave you have accrued and used in the current calendar year and/or any previous calendar year. This information will be provided within three business days.

Payment upon Termination

You will not be paid for any unused sick leave when your employment ends.

Retaliation

GDC will not retaliate against employees who request or take leave in accordance with this policy.

7.3 Vacation

Employees should follow the academic, holiday, and break calendar of their international campus location.

7.4 Continuing Education and Tuition Assistance

RIT Global Delivery Corporation (GDC) employees (and only the employees) are eligible to receive a 30% discount off of RIT's published tuition rates. This benefit is only applicable to RIT credit and non-credit bearing courses as well as RIT online courses. This benefit does not apply to courses delivered at any of the RIT international partner universities and is only offered by main RIT campus in Rochester, NY. Certain degree programs are NOT eligible for this benefit (for example, the online Executive MBA program). For more information regarding eligibility please speak to the Director of Global Programs and International Partnerships or RIT's Assistant Director of Benefits.

7.5 COBRA

The Consolidated Omnibus Budget Reconciliation Act (COBRA) provides the opportunity for eligible GDC employees and their beneficiaries to continue health insurance coverage under the GDC's health plan when a "qualifying event" could result in the loss of eligibility. Qualifying events include resignation, termination of employment, death of an employee, reduction in hours, a leave of absence, divorce or legal separation, entitlement to Medicare, or where a dependent child no longer meets eligibility requirements.

Contact the RIT's Assistant Director of Benefits for more information about your COBRA rights.

7.6 Workers' Compensation Insurance

On the job injuries are covered by our Workers' Compensation insurance policy. Injuries that occur at an off-site location will be investigated and evaluated on a case-by-case basis to determine work-related compensability in accordance with the Worker's Compensation Law. This insurance is provided at no cost to you. If you are injured on the job, no matter how slightly, report the incident immediately to your immediate supervisor and the Director of Global Programs and International Partnerships, as well as RIT's Associate Risk & Compliance Officer, at (585) 475-6135. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim. We ask for your assistance in alerting management to any condition that could lead to or contribute to an employee accident.

7.7 Federal Jury Duty Leave

RIT Global Delivery Corporation (GDC) encourages employees to fulfill their civic duties related to federal jury duty service. If you are summoned for federal jury duty, notify your supervisor as soon as possible to make scheduling arrangements.

Time spent for federal jury duty service is unpaid, except as indicated below; however, if you are classified as exempt, you will not incur any deduction in pay for a partial week's absence due to jury duty. Federal jury duty service is paid for Alabama, Georgia, Nebraska, and Tennessee employees. If this applies to you, refer to the applicable state jury duty leave policy for specifics on how you will be compensated. You may opt to use vacation time in place of unpaid leave.

GDC will not discriminate or retaliate against employees for missing work due to federal jury service. Upon return to work, you will be reinstated to your prior position without loss of seniority and will be treated as if you have been on a leave of absence or furlough.

Please refer to state-specific addendums for additional information related to state-specific jury duty leave policies as applicable.

7.8 Holidays

Employees should follow the holiday schedule for their international campus location, as published on the applicable global campus website.

RIT Dubai: [Academic Calendar | RIT Dubai | RIT](#)

RIT Croatia: [Academic Calendar | RIT Croatia | RIT](#)

RIT Kosovo: [Academic Calendar | RIT Kosovo | RIT](#)

7.9 Military Leave (USERRA)

RIT Global Delivery Corporation (GDC) complies with applicable federal and state law regarding military leave and re-employment rights. A military leave of absence will be granted to members of the uniformed

services in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA, with amendments) and all applicable state law. You must submit documentation of the need for leave to the Director of Global Programs and International Partnerships. When returning from military leave of absence, you will be reinstated to your previous position or a similar position, in accordance with state and federal law. You must notify your supervisor of your intent to return to employment based on the requirements of the law. For more information regarding status, compensation, benefits, and reinstatement upon return from military leave, contact the Director of Global Programs and International Partnerships.

Georgia Policies

Wage and Hour Policies

Accommodations for Nursing Mothers

RIT Global Delivery Corporation will provide nursing mothers reasonable paid break time to express milk for their infant child.

If you are nursing, you will be provided with a private location, other than a restroom, that is shielded from view and free from intrusion from coworkers and the public.

Expressed milk can be stored in company refrigerators, refrigerators provided in the lactation room or other location. Sufficiently mark or label your milk to avoid confusion for other employees who may share the refrigerator. You may also bring a personal cooler for storage.

Break time should, if possible, be taken concurrently with any other break time already provided. Any break time will be paid at your regular rate of pay. If you are paid on a salary basis, GDC will not reduce your salary or require you use paid leave for break time.

You must make reasonable efforts to not disrupt GDC operations.

You are encouraged to discuss the length and frequency of these breaks with your supervisor.

GDC will not discriminate or retaliate against employees who express breast milk in the workplace in accordance with this policy.

GDC is not required to provide the above benefits if doing so would impose an undue hardship on the GDC.

Benefits

Court Attendance and Witness Leave

RIT Global Delivery Corporation realizes that, on occasion, employees may be subpoenaed or ordered by a court to attend judicial proceedings. In such cases, notify your supervisor as soon as possible to make scheduling arrangements.

While attending the judicial proceeding, you will receive your regular compensation. This does not apply if you are attending a judicial proceeding because you have been charged with a crime.

GDC reserves the right to require employees to provide proof of the need for leave to the extent authorized by law.

GDC will not retaliate against employees who request or take leave in accordance with this policy.

Jury Duty Leave

RIT Global Delivery Corporation encourages employees to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your supervisor as soon as possible to make scheduling arrangements.

You will receive your regular compensation for time spent on jury duty. Any mileage allowance or other fee paid for jury duty will be credited against payments made by GDC.

GDC reserves the right to require employees to provide proof of jury duty service to the extent authorized by law.

GDC will not retaliate against employees who request or take leave in accordance with this policy.

Voting Leave

RIT Global Delivery Corporation encourages all employees to fulfill their civic responsibilities and to vote in public elections. You will be provided up to two hours of unpaid time off to vote in any municipal, county, state, or federal political party primary or election. Time off may be used on one of the days that is designated for advance in-person voting or on the day that such primary or election is held.

You must provide reasonable advance notice of the need for time off to vote so the time off can be scheduled to minimize disruption to normal work schedules.

Hawaii Policies

Wage and Hour Policies

Accommodations for Nursing Mothers

RIT Global Delivery Corporation will provide nursing mothers reasonable break time to express milk for their infant child for up to one year following the child's birth.

If you are nursing, you will be provided with a space, other than a restroom, that is shielded from view and free from intrusion from coworkers and the public.

Expressed milk can be stored in company refrigerators, refrigerators provided in the lactation room or other designated locations. Sufficiently mark or label your milk to avoid confusion for other employees who may share the refrigerator. You may also bring a personal cooler for storage.

Break time should, if possible, be taken concurrently with any other break time already provided. If you are nonexempt, record the start and end time for any time taken that does not run concurrently with normally scheduled rest periods. Break time may be unpaid where permissible by applicable law.

You must make reasonable efforts to not disrupt GDC operations.

You are encouraged to discuss the length and frequency of these breaks with your supervisor.

GDC will not discriminate or retaliate against employees who express breast milk in the workplace in accordance with this policy.

GDC is not required to provide the above benefits if doing so would impose an undue hardship on GDC.

Benefits

Jury Duty Leave

RIT Global Delivery Corporation encourages employees to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your supervisor as soon as possible to make scheduling arrangements.

If you are classified as exempt, you will not incur any deduction in pay for a partial week's absence due to jury duty. If you are classified as nonexempt, you will not be compensated for time spent on jury duty. You may opt to use vacation time in place of unpaid leave.

GDC reserves the right to require employees to provide proof of jury duty service to the extent authorized by law.

GDC will not retaliate against employees who request or take leave in accordance with this policy.

Leave for Victims of Domestic/Sexual Violence

If you are a victim of domestic or sexual violence, or have a minor child who is a victim of domestic or sexual violence, RIT Global Delivery Corporation will provide you with a reasonable period of leave from work to:

- Seek medical attention for you or your minor child to recover from physical or psychological injury or disability caused by domestic or sexual violence;
- Obtain services from a victim services organization;
- Obtain psychological or other counseling;
- Temporarily or permanently relocate; or
- Take legal action, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from domestic or sexual violence, or other actions to enhance your or your minor child's physical, psychological, or economic health or safety or to enhance the safety of those who associate with or work with you.

For purposes of this policy:

- **Child** means your biological, adopted, or foster son or daughter; a stepchild; or a legal ward.
- **Reasonable period of leave** means the following time periods:
 - Where due to physical or psychological injury to or disability to you or your minor child, the period of time determined to be necessary by the attending health care provider, considering the condition of the individual and the job requirements.
 - Where due to your need to take legal or other actions, including preparing for or participating in any civil or criminal legal proceeding, obtaining services from a victim services organization, or permanently or temporarily relocating, the period of time necessary to complete the activity as determined by your or your minor child's attorney or advocate, court, or personnel of the relevant victim services organization.

Eligibility

To be eligible for leave under this policy, you must have worked for GDC for at least six consecutive months.

Duration of Leave

Regardless of the reason for the leave, time off under this policy may not exceed five days per calendar year.

Interaction with Other Leave

Leave taken under this policy will run concurrently with other leave to which you are entitled.

Notice

You must provide reasonable notice of your intent to take leave under this policy unless doing so is not practicable due to imminent danger to you or your minor child. During the leave, GDC may request weekly reports regarding your leave status and may inquire about your intention to return to work.

Certification for Medical Attention

When seeking leave under this policy to obtain medical attention, you will be asked to provide a certificate from your health care provider estimating the length of the leave and the estimated starting and ending date of the leave. In addition, before returning to work, GDC may require you to provide medical certification from your attending health care provider attesting to your condition and approving your return to work.

The leave will not be protected until the required certification is provided.

Verification of Victim Status

When taking leave under this policy for not more than five calendar days for nonmedical reasons, you must provide a signed statement indicating that you or your minor child are a victim of domestic or sexual violence and that the leave is for a purpose permitted by this policy.

Compensation

Leave under this policy is unpaid. You must exhaust available, accrued paid or unpaid leave that may be used for the purposes addressed in this policy. You are entitled to no more than five days of leave under this policy when combined with other available leave.

Reinstatement

Upon return from leave, you will be reinstated to your original position or a position of comparable status and pay without loss of accumulated service credits and privileges.

Confidentiality

GDC will treat information provided under this policy as confidential and will not disclose such information unless agreed to in writing by you or required by law.

Retaliation

GDC will not retaliate against employees who request or take leave in accordance with this policy.

Temporary Disability Insurance

If you are unable to work due to a non-work-related illness or injury, or a pregnancy-related disability, you may be eligible for temporary disability insurance (TDI) benefits. The RIT Global Delivery Corporation plan provides up to 26 weeks of partial wage replacement TDI benefits in a one-year period.

The cost of your TDI coverage is shared between you and the Company through payroll deductions.

To file a claim for benefits, speak with the Director of Global Programs and International Partnerships. You must file a claim for benefits within 90 days of becoming disabled. If you file a claim after 90 days, you may lose part of your benefits unless good cause for the delayed filing can be shown. If you file a claim 26 or more weeks after your disability, you will not be entitled to any benefits.

For additional information on the Company plan, contact the Director of Global Programs and International Partnerships. To learn more about the Hawaii Temporary Disability Insurance law, contact the Hawaii Department of Labor, Disability Compensation Division (<http://labor.hawaii.gov/dcd/>).

Witness Leave

RIT Global Delivery Corporation realizes that, on occasion, employees may be summoned to serve as witnesses or attend court as prospective witnesses. In such cases, you will be provided unpaid leave to attend. Notify your supervisor as soon as possible to make scheduling arrangements.

GDC reserves the right to require employees to provide proof of the need for leave to the extent authorized by law.

GDC will not retaliate against employees who request or take leave in accordance with this policy.

Massachusetts Policies

Hiring and Orientation Policies

EEO Statement and Nonharassment Policy

Alternate Remedies

In addition to the GDC reporting process, if you believe you have been subjected to harassment, you may file a formal complaint with either or both of the government agencies listed here. Using the GDC complaint process does not prohibit you from filing a complaint with these agencies. Note that claims must be filed with the Equal Employment Opportunity Commission (EEOC) and the Massachusetts Commission Against Discrimination (MCAD) within 300 days.

EEOC Boston Office

Address: John F. Kennedy Federal Building, 15 New Sudbury Street, Room 475, Boston, MA 02203-0506
Phone: 800-669-4000
Fax: 617-565-3196
TTY: 800-669-6820
ASL Video Phone: 844-234-5122
Website: <https://publicportal.eeoc.gov/portal/>

MCAD

Address: 1 Ashburton Place, Suite 601, Boston, MA 02108
Phone: 617-994-6000
TTY: 617-994-6196
Alternative Languages: 617-994-6196
Email: mcad@mass.gov
Fax: 617-994-6024

Pregnant Workers Fairness Act Notice

The Massachusetts Pregnant Workers Fairness Act prohibits discrimination against employees due to pregnancy or conditions related to pregnancy. The law also requires employers to provide reasonable accommodations to employees who are pregnant or have a condition related to pregnancy. Conditions related to pregnancy include, but are not limited to, morning sickness, lactation, or the need to express breast milk.

The procedures for requesting an accommodation are described in the Accommodations for Pregnancy, Childbirth, and Related Medical Conditions policy.

Wage and Hour Policies

Accommodations for Nursing Mothers

GDC will provide nursing mothers reasonable break time to express milk for their nursing child.

If you are nursing, GDC will provide you a private room or location, other than a restroom, to express milk. The room or location will be shielded from view and free from intrusion from coworkers and the public.

Expressed milk can be stored in company refrigerators, refrigerators provided in the lactation room or other location. Sufficiently mark or label your milk to avoid confusion for other employees who may share the refrigerator. You may also bring a personal cooler for storage.

The break time must, if possible, run concurrently with any break time already provided to you. If you are nonexempt, record the start and end time for any time taken that does not run concurrently with normally scheduled rest periods. Break time may be unpaid as permissible under applicable law.

You are encouraged to discuss the length and frequency of these breaks with your supervisor.

GDC will not discriminate or retaliate against employees who express milk in the workplace in accordance with this policy.

GDC is not required to provide the above benefits if doing so would impose an undue hardship on GDC.

Benefits

Paid Family and Medical Leave

RIT Global Delivery Corporation provides time off to eligible employees who qualify for paid family and medical leave (PFML) benefits under Massachusetts law. PFML benefits are funded through a state tax.

Eligibility

To be eligible for PFML, you must work in Massachusetts and meet the financial eligibility requirements for unemployment benefits under Massachusetts law at the time of your requested leave.

Leave Entitlement and Usage

You may take up to 12 weeks of paid *family leave* in a benefit year for any of the following reasons:

- The birth of a child and in order to care for that child (leave to be completed within 12 months of the child's birth).
- The placement of a child with you for adoption or foster care and in order to care for the newly placed child (leave to be completed within 12 months of the child's placement).
- To care for a family member with a serious health condition.
- A qualifying exigency of a family member who is a military member on covered active duty or called to covered active-duty status (or has been notified of an impending call or order to covered active duty).

You may take up to 26 weeks of paid *family leave* in a benefit year to care for a family member who is a covered service member and who has a serious injury or illness related to active-duty service.

You may take up to 20 weeks of paid *medical leave* in a benefit year to care for your own serious health condition, which renders you unable to perform any of the essential functions of your position.

For purposes of this policy, the leave year is the consecutive 52-week period beginning on the Sunday immediately before the first day that you take paid family or medical leave.

Family member means your spouse, domestic partner, child, parent, or parent of your spouse or domestic partner; a person who stood in loco parentis to you when you were a minor; or your grandchild, grandparent, or sibling.

Covered service member means:

- A member of the armed forces, including a member of the National Guard or Reserves, who is:

- Undergoing medical treatment, recuperation, or therapy;
- Otherwise in outpatient status; or
- Otherwise on the temporary disability retired list for a serious injury or illness that was incurred by the member in the line of duty on active duty in the armed forces, or a serious injury or illness that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the armed forces; **or**
- A former member of the armed forces, including a former member of the National Guard or reserves, who is undergoing medical treatment, recuperation, or therapy for:
 - A serious injury or illness that was incurred by the member in line of duty on active duty in the armed forces; or
 - A serious injury or illness that existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the armed forces and manifested before or after the member was discharged or released from service.

Serious health condition means an illness, injury, impairment, or physical or mental condition that involves either inpatient care in a hospital, hospice, or residential medical facility, or continuing treatment by a healthcare provider. To qualify as "continuing treatment," the patient must either be incapacitated for more than three consecutive full calendar days, incapacitated due to pregnancy or prenatal care, or incapacitated due to a chronic serious health condition that requires periodic treatment and continues over an extended period of time.

Intermittent Leave

If medically necessary, you may take PFML intermittently or on a reduced schedule basis:

- To care for your own, a family member's, or a covered service member's serious health condition.
- Because of a qualifying exigency related to your family member who is on active duty or has been notified of an impending call or order to active duty.

If leave is taken for the birth, adoption, or foster care placement of a child, you may only take leave intermittently or on a reduced schedule basis if you and GDC agree.

Interaction with Other Laws

PFML will run concurrently with any leave for which you may be eligible under the federal Family and Medical Leave Act (FMLA) and the Massachusetts Parental Leave Act (MPLA).

Notice

Where the need for leave is foreseeable at least 30 days in advance, you must provide at least 30 days' written notice. If the need for leave is not foreseeable at least 30 days in advance, you must give notice as soon as practical under the circumstances.

In addition, if you are seeking intermittent or reduced schedule leave that is foreseeable due to a planned medical treatment, you must consult with GDC in advance of your application for benefits and make a reasonable effort to schedule treatment so as to not unduly disrupt GDCs operations, subject to the approval of your healthcare provider.

Failure to provide appropriate notice may result in the delay or denial of leave, where consistent with Massachusetts law.

Claims

To obtain PFML benefits, you must file an application for benefits with the Massachusetts Department of Family and Medical Leave (DFML). You must provide notice to GDC prior to filing your application for benefits with the DFML. The DFML will accept an application up to 60 days prior to the anticipated leave start date. All applications must be supported by a certification showing that the leave is for a qualifying

reason. Applications and other forms are available from the DFML website (<https://www.mass.gov/info-details/paid-family-and-medical-leave-pfml-overview-and-benefits#-how-can-i-apply-for-paid-leave-massachusetts-benefits>). You should be notified by the DFML of the approval or denial of your application within 14 calendar days.

Fitness for Duty Requirements

If you take leave because of your own serious health condition (except if you are taking intermittent leave), you are required to provide medical certification that you are fit to resume work. You will not be permitted to resume work until certification is provided.

Continuation of Health Benefits

If GDC provides you with health benefits under a group health plan, GDC will maintain and pay for your health coverage at the same level and under the same conditions as coverage would have been provided if you had not taken PFML. If you use paid time off to cover part or all of PFML, the employee portion of any premiums will continue to be paid through payroll deductions. If you are not using paid time off to cover part or all of PFML, you will be responsible for remitting your portion of health premiums to GDC in order to ensure continuation of benefits.

Reinstatement

Upon return from covered PFML, you will be reinstated to your previous position or to an equivalent position, with the same status, pay, employment benefits, length-of-service credit, and seniority credit as of the date of leave. However, GDC reserves the right to deny reinstatement if other employees of equal length-of-service credit and status in the same or equivalent positions have been laid off due to economic conditions or other changes in operating conditions affecting employment during the period of leave.

Benefit Amount

An employee's weekly PFML benefits are calculated and provided by the Family and Employment Security Trust Fund. No family or medical leave benefits are payable during the first seven calendar days of an approved initial claim for benefits, and this initial waiting period will count against the total available period of leave in a benefit year. Where the approved claim involves leave on an intermittent or reduced leave schedule, the wait period will be seven consecutive calendar days, not the total accumulation of seven days of leave.

Supplementing PFML Benefits with Accrued Paid Leave

If you are receiving PFML benefits, you may be able to supplement, or "top off," your PFML benefits with any accrued but unused paid leave. If you choose to supplement your PFML benefits in this way, the combined weekly sum of PFML benefits and employer-provided paid leave benefits cannot exceed your Individual Average Weekly Wage (IAWW). For more information, contact the Remote Employment Administrator.

Retaliation

GDC will not retaliate against employees who request or take PFML in accordance with this policy.

Crime Victim and Witness Leave

Occasionally, employees may be the victim of a crime or legally compelled to attend a judicial proceeding as a witness. In these circumstances, employees may take unpaid leave to:

- Respond to a subpoena to appear as a witness in any criminal proceeding;

- Attend a court proceeding or participate in a police investigation related to a criminal case in which they are a witness or a crime victim (or a deceased family member was a victim);
- Attend or participate in a court proceeding related to a civil case in which they are a victim of family violence; or
- Obtain a restraining or protective order on their own behalf.

If you need to take leave under this policy, notify your supervisor as soon as possible. You may be required to provide documentation supporting such leave.

This policy does not apply to employees who have committed or are alleged to have committed a crime.

GDC will not retaliate against employees who request or take leave in accordance with this policy.

Jury Duty Leave

RIT Global Delivery Corporation encourages employees to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your supervisor as soon as possible to make scheduling arrangements.

You will be paid your regular wages for the first three days of juror service or any part thereof. For any additional days, time spent on jury duty will be unpaid. You may opt to use vacation in place of unpaid leave.

GDC reserves the right to require employees to provide proof of jury duty service to the extent authorized by law.

GDC will not retaliate against employees who request or take leave in accordance with this policy.

Parental Leave

RIT Global Delivery Corporation provides up to eight weeks of unpaid leave in a 12-month period to employees for the birth or adoption of a child. You must work full time and have three consecutive months of employment with GDC to qualify for this leave.

You must provide at least two weeks' notice of the anticipated date of departure and the date you intend to return, or provide notice as soon as practicable if there are reasons beyond your control.

You will be placed in your original job or an equivalent job with equivalent pay and benefits upon return from leave. You will not lose any benefits that accrued before leave was taken.

Federal FMLA leave and Massachusetts parental leave run concurrently and cannot be used consecutively if leave is covered under both laws.

GDC will not retaliate against employees who request or take leave in accordance with this policy.

Veterans Day/Memorial Day Leave

RIT Global Delivery Corporation will provide employees who are veterans, as defined by applicable law, with unpaid leave to participate in a Memorial Day exercise, parade, or service in the community where they reside. GDC will also provide employees who are veterans with unpaid leave to observe Veterans Day.

Veteran employees whose services are essential and critical to the public health or safety and determined to be essential to the safety and security of the GDC or GDC property are not eligible for this leave.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Voting Leave

If your work schedule prevents you from voting on Election Day, RIT Global Delivery Corporation will allow you a reasonable time off to vote. The time when you can go to vote will be at the discretion of your supervisor, consistent with applicable legal requirements.

New York Policies

Hiring and Orientation Policies

EEO Statement and Nonharassment Policy

Alternative Reporting and Remedies

GDC encourages employees to report incidents of discrimination and harassment internally. However, employees who believe they have been subjected to discrimination or harassment in the workplace may file a private civil action or seek relief by either:

- Filing a complaint alleging violation of the New York State Human Rights law with the Division of Human Rights, or in the New York State Supreme Court; or
- Filing a charge of discrimination with the Equal Employment Opportunity Commission (EEOC) for violation of federal antidiscrimination laws, including Title VII of the Civil Rights Act of 1964 (Title VII).

To file a complaint, contact the appropriate agency below.

Contact Information

New York Division of Human Rights

One Fordham Plaza, Fourth Floor
Bronx, New York, NY 10458
718-741-8400

1-800-HARASS-3 (1-800-427-2773): Toll-free, confidential hotline for complaints of workplace sexual harassment

www.dhr.ny.gov

Equal Employment Opportunity Commission (EEOC)

33 Whitehall St, 5th Floor
New York, NY 10004
800-669-4000
TTY: 800-669-6820

info@eeoc.gov

www.eeoc.gov

Local jurisdictions may have additional protections against discrimination and harassment. For example, workers in New York City may file complaints of discrimination or harassment with the New York City Commission on Human Rights at:

Law Enforcement Bureau

Commission on Human Rights
40 Rector Street, 10th Floor
New York, NY 10006
212-306-7450

www.nyc.gov/html/cchr/html/home/home.shtml

If the discrimination or harassment involves criminal activity, contact local police.

In any civil action alleging a violation of the laws prohibiting sexual harassment and discrimination, a court may order or award:

- Damages, including, but not limited to, back pay, benefits, and reasonable attorneys' fees and costs;
- Injunctive relief;
- Reinstatement; and/or
- Liquidated damages equal to 100% of the award for damages.

Any act of retaliation against New York employees for exercising any rights granted under this policy may subject GDC to separate civil penalties. For the purposes of this policy, retaliation or retaliatory personnel action means discharging, suspending, demoting, or otherwise penalizing employees for:

- Making or threatening to make a complaint to GDC, a coworker, or to a public body, that rights guaranteed under this policy have been violated;
- Causing to be instituted any proceeding under or related to this policy; or
- Providing information to or testifying before any public body conducting an investigation, hearing, or inquiry into any such violation of a law, rule, or regulation by GDC.

Reproductive Health Rights Notice

Pursuant to New York's Reproductive Health Bias Law (N.Y. Labor Law § 203-e), RIT Global Delivery Corporation will not access your personal information regarding your own or your dependent's reproductive health decision-making—including, but not limited to, the decision to use or access a particular drug, device, or medical service—without your prior informed affirmative written consent.

Furthermore, GDC will not:

- Discriminate or retaliate against you with respect to compensation, terms, conditions, or privileges of employment because of, or on the basis of, your own or your dependent's reproductive health decision-making; or
- Require you to sign a waiver or other document that appears to deny you the right to make your own reproductive healthcare decisions.

If you believe your rights have been violated under this law, you may bring a civil action against GDC. In such civil action, the court may:

- Award damages, including, but not limited to, back pay, benefits, and reasonable attorneys' fees and costs;
- Provide injunctive relief;
- Order reinstatement; and/or
- Award liquidated damages.

If you have questions related to this notice, consult your supervisor.

Sexual Harassment Prevention

Purpose and Goals

RIT Global Delivery Corporation is committed to maintaining a workplace free from harassment and discrimination. Sexual harassment is a form of workplace discrimination that subjects an employee to inferior conditions of employment due to their gender, gender identity, gender expression (perceived or actual), and/or sexual orientation. Sexual harassment is often viewed simply as a form of gender-based discrimination, but GDC recognizes that discrimination can be related to or affected by other identities beyond gender (**see NY EEO Statement and Nonharassment Policy**). Our different identities impact our understanding of the world and how others perceive us. For example, an individual's race, ability, or

immigration status may impact their experience with gender discrimination in the workplace. While this policy is focused on sexual harassment and gender discrimination, the methods for reporting and investigating discrimination based on other protected identities are the same. The purpose of this policy is to teach employees to recognize discrimination, including discrimination due to an individual's intersecting identities, and provide the tools to take action when it occurs. All employees, managers, and supervisors are required to work in a manner designed to prevent sexual harassment and discrimination in the workplace. This policy is one component of GDC's commitment to a discrimination-free work environment.

Goals of this Policy

Sexual harassment and discrimination are against the law. After reading this policy, employees will understand their right to a workplace free from harassment. Employees will also learn what harassment and discrimination look like, what actions they can take to prevent and report harassment, and how they are protected from retaliation after taking action. The policy will also explain the investigation process into any claims of harassment. Employees are encouraged to report sexual harassment or discrimination by filing a complaint internally with GDC, with a government agency, or in court under federal, state, or local antidiscrimination laws. To file a complaint internally, use the complaint form attached to the end of this handbook and submit it to the Senior Manager of Compliance Investigations and Associate Counsel.

To file an employment complaint with the New York State Division of Human Rights, visit <https://dhr.ny.gov/complaint>. To file a complaint with the United States Equal Employment Opportunity Commission, visit <https://www.eeoc.gov/filing-charge-discrimination>.

Sexual Harassment and Discrimination Prevention Policy

1. RIT Global Delivery Corporation's policy applies to all employees, applicants for employment, and interns, whether paid or unpaid. The policy also applies to additional covered individuals. It applies to anyone who is (or is employed by) a contractor, subcontractor, vendor, consultant, or anyone providing services in our workplace. These individuals include persons commonly referred to as independent contractors, gig workers, and temporary workers. Also included are persons providing equipment repair, cleaning services, or any other services through a contract with GDC. For the remainder of this policy, we will use the term "covered individual" to refer to these individuals who are not direct employees of GDC.
2. Sexual harassment is unacceptable. Any employee or covered individual who engages in sexual harassment, discrimination, or retaliation will be subject to action, including appropriate discipline for employees. In New York, harassment does not need to be severe or pervasive to be illegal. Employees and covered individuals should not feel discouraged from reporting harassment because they do not believe it is bad enough, or conversely because they do not want to see a colleague fired over less severe behavior. Just as harassment can happen in different degrees, potential discipline for engaging in sexual harassment will depend on the degree of harassment and might include education and counseling. It may lead to suspension or termination when appropriate.
3. Retaliation is prohibited. Any employee or covered individual that reports an incident of sexual harassment or discrimination, provides information, or otherwise assists in any investigation of a sexual harassment or discrimination complaint is protected from retaliation. No one should fear reporting sexual harassment if they believe it has occurred. So long as a person reasonably believes that they have witnessed or experienced such behavior, they are protected from retaliation. Any employee of GDC who retaliates against anyone involved in a sexual harassment or discrimination investigation will face disciplinary action, up to and including termination. All employees and covered individuals working in the workplace who believe they have been subject to such retaliation should inform the Director of Global Programs and International Partnerships. All employees and covered individuals who believe they have been a target of such retaliation may also seek relief from government agencies, as explained in the **Legal Protections** section below.
4. Discrimination of any kind, including sexual harassment, is a violation of our policies, is unlawful, and may subject GDC to liability for the harm experienced by targets of discrimination. Harassers may also be individually subject to liability, and employers or supervisors who fail to report or act on harassment may be liable for aiding and abetting such behavior. Employees at every level who engage in harassment or discrimination, including managers and supervisors who engage in

harassment or discrimination or who allow such behavior to continue, will be penalized for such misconduct.

5. GDC will conduct a prompt and thorough investigation that is fair to all parties. An investigation will happen whenever management receives a complaint about discrimination or sexual harassment, or when management otherwise knows of possible discrimination or sexual harassment occurring. GDC will keep the investigation confidential to the extent possible. If an investigation ends with the finding that discrimination or sexual harassment occurred, GDC will act as required. In addition to any required discipline, GDC will also take steps to ensure a safe work environment for the employee(s) who experienced the discrimination or harassment. All employees, including managers and supervisors, are required to cooperate with any internal investigation of discrimination or sexual harassment.
6. All employees and covered individuals are encouraged to report any harassment or behaviors that violate this policy. All employees will have access to a complaint form to report harassment and file complaints. Use of this form is not required. For anyone who would rather make a complaint verbally, or by email, these complaints will be treated with equal priority. Employees who prefer not to report harassment to their supervisor or GDC may instead report harassment to the New York State Division of Human Rights and/or the United States Equal Employment Opportunity Commission. Complaints may be made to both the employer and a government agency. Managers and supervisors are **required** to report any complaint that they receive, or any harassment that they observe or become aware of, to the Director of Global Programs and International Partnerships.
7. This policy applies to all employees and covered individuals, such as contractors, subcontractors, vendors, consultants, or anyone providing services in the workplace, and all must follow and uphold this policy. This policy must be provided to all employees in person or digitally through email upon hiring and will be posted prominently in all work locations. For those offices operating remotely, in addition to sending the policy through email, it will also be available on GDC's shared network.

What Is Sexual Harassment?

Sexual harassment is a form of gender-based discrimination that is unlawful under federal, state, and (where applicable) local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity, and the status of being transgender. Sexual harassment is not limited to sexual contact, touching, or expressions of a sexually suggestive nature. Sexual harassment includes all forms of gender discrimination, including gender role stereotyping and treating employees differently because of their gender.

Understanding gender diversity is essential to recognizing sexual harassment because discrimination based on sex stereotypes, gender expression, and perceived identity are all forms of sexual harassment. The gender spectrum is nuanced, but the three most common ways people identify are cisgender, transgender, and non-binary. A **cisgender person** is someone whose gender aligns with the sex they were assigned at birth. Generally, this gender will align with the binary of male or female. A **transgender person** is someone whose gender is different than the sex they were assigned at birth. A **non-binary person** does not identify exclusively as a man or a woman. They might identify as both, somewhere in between, or completely outside the gender binary. Some may identify as transgender, but not all do. Respecting an individual's gender identity is a necessary first step in establishing a safe workplace.

Sexual harassment is unlawful when it subjects an individual to inferior terms, conditions, or privileges of employment. Harassment does not need to be severe or pervasive to be illegal. It can be any harassing behavior that rises above petty slights or trivial inconveniences. Every instance of harassment is unique to those experiencing it, and there is no single boundary between petty slights and harassing behavior. However, the Human Rights Law specifies that whether harassing conduct is considered petty or trivial is to be viewed from the standpoint of a reasonable victim of discrimination with the same protected characteristics. Generally, any behavior in which an employee or covered individual is treated worse because of their gender (perceived or actual), sexual orientation, or gender expression is considered a violation of GDC's policy. The intent of the behavior, for example, making a joke, does not neutralize a harassment claim. Not intending to harass is not a defense. The impact of the behavior on a person is what counts. Sexual harassment includes any unwelcome conduct that is either directed at an individual because of that individual's gender identity or expression (perceived or actual), or is of a sexual nature when:

- The purpose or effect of this behavior unreasonably interferes with an individual's work performance or creates an intimidating, hostile, or offensive work environment. The impacted person does not need to be the intended target of the sexual harassment;
- Employment depends implicitly or explicitly on accepting such unwelcome behavior; or
- Decisions regarding an individual's employment are based on an individual's acceptance or rejection of such behavior. Such decisions can include what shifts and how many hours an employee might work, project assignments, as well as salary and promotion decisions.

There are two main types of sexual harassment:

- Behaviors that contribute to a **hostile work environment** include, but are not limited to, words, signs, jokes, pranks, intimidation, or physical violence that are of a sexual nature or that are directed at an individual because of that individual's sex, gender identity, or gender expression. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory, or discriminatory statements that an employee finds offensive or objectionable, causes an employee discomfort or humiliation, or interferes with their 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. This is also called **quid pro quo** harassment.

Any employee or covered individual who feels harassed is encouraged to report the behavior so that any violation of this policy can be corrected promptly. Any harassing conduct, even a single incident, can be discrimination and is covered by this policy.

Examples of Sexual Harassment

The following describes some of the types of acts that may be unlawful sexual harassment and that are strictly prohibited. **This list is just a sample of behaviors and should not be considered exhaustive.** Any employee who believes they have experienced sexual harassment, even if it does not appear on this list, should feel encouraged to report it.

- Physical acts of a sexual nature, such as:
 - Touching, pinching, patting, kissing, hugging, grabbing, or brushing against or poking another employee's body; or
 - Rape, sexual battery, molestation, or attempts to commit these assaults, which may be considered criminal conduct outside the scope of this policy (contact local law enforcement if you wish to pursue criminal charges).
- Unwanted sexual comments, advances, or propositions, such as:
 - Requests for sexual favors accompanied by implied or overt threats concerning the target's job performance evaluation, a promotion, or other job benefits (can include sexual advances/pressure placed on a service industry employee by customers or clients, especially those industries where hospitality and tips are essential to the customer/employee relationship);
 - Subtle or obvious pressure for unwelcome sexual activities; or
 - Repeated requests for dates or romantic gestures, including gift-giving.
- Sexually oriented gestures, noises, remarks, or jokes, or questions and comments about a person's sexuality, sexual experience, or romantic history that create a hostile work environment. This is not limited to interactions in person. Remarks made over virtual platforms and in messaging apps when employees are working remotely can create a similarly hostile work environment.
- Sex stereotyping, which occurs when someone's conduct or personality traits are judged based on other people's ideas or perceptions about how individuals of a particular sex should act or look:
 - Remarks regarding an employee's gender expression, such as wearing a garment typically associated with a different gender identity; or
 - Asking employees to take on traditionally gendered roles, such as asking a woman to serve meeting refreshments when it is not part of, or appropriate to, her job duties.
- 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. This also extends to the virtual or remote workspace and can include having such materials visible in the background of one's home during a virtual meeting.

- Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity, or gender expression, such as:
 - Interfering with, destroying, or damaging a person's workstation, tools, or equipment, or otherwise interfering with the individual's ability to perform the job;
 - Sabotaging an individual's work;
 - Bullying, yelling, or name-calling;
 - Intentional misuse of an individual's preferred pronouns; or
 - Creating different expectations for individuals based on their perceived identities, such as dress codes that place more emphasis on women's attire, or leaving parents/caregivers out of meetings.

Who Can Be a Target of Sexual Harassment?

Sexual harassment can occur between any individuals, regardless of their sex or gender. Harassment does not have to be between members of the opposite sex or gender. New York law protects employees and all covered individuals described earlier in the policy. **Harassers can be anyone in the workplace.** A supervisor, a supervisee, or a coworker can all be harassers. Anyone else in the workplace can also be a harasser, including an independent contractor, contract worker, vendor, client, customer, patient, constituent, or visitor.

Sexual harassment does not happen in a vacuum, and discrimination experienced by an employee can be impacted by biases and identities beyond an individual's gender. For example:

- Placing different demands or expectations on Black female employees than white female employees can be both racial and gender discrimination;
- An individual's immigration status may lead to perceptions of vulnerability and increased concerns around illegal retaliation for reporting sexual harassment; or
- Past experiences as a survivor of domestic or sexual violence may lead an individual to feel retraumatized by someone's behaviors in the workplace.

Individuals bring personal history with them to the workplace that might impact how they interact with certain behavior. It is especially important for all employees to be aware of how words or actions might impact someone with a different experience than their own in the interest of creating a safe and equitable workplace.

Where Can Sexual Harassment Occur?

Unlawful sexual harassment is not limited to the physical workplace itself. It can occur while employees are traveling for business or at employer- or industry-sponsored events or parties. Calls, texts, emails, and social media usage by employees or covered individuals can constitute unlawful workplace harassment, even if they occur away from the workplace premises, on personal devices, or during nonwork hours.

Sexual harassment can occur when employees are working remotely from home as well. Any behaviors outlined above that leave an employee feeling uncomfortable, humiliated, or unable to meet their job requirements constitutes harassment even if the employee is at home when the harassment occurs. Harassment can happen on virtual meeting platforms, in messaging apps, and after working hours between personal cell phones.

Retaliation

Retaliation is unlawful and is any action by an employer or supervisor that punishes an individual upon learning of a harassment claim, that seeks to discourage a worker or covered individual from making a formal complaint or supporting a sexual harassment or discrimination claim, or that punishes those who

have come forward. These actions need not be job related or occur in the workplace to constitute unlawful retaliation. For example, threats of physical violence outside of work hours or disparaging someone on social media would be covered as retaliation under this policy.

Examples of retaliation may include, but are not limited to:

- Demoting, terminating, denying accommodations, reduced hours, or the assignment of less desirable shifts;
- Publicly releasing personnel files;
- Refusing to provide a reference or providing an unwarranted negative reference;
- Labeling an employee as "difficult" and excluding them from projects to avoid "drama";
- Undermining an individual's immigration status; or
- Reducing work responsibilities, passing over for a promotion, or moving an individual's desk to a less desirable office location.

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

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

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

Reporting Sexual Harassment

Everyone must work toward preventing sexual harassment, but leadership matters. Supervisors and managers have a special responsibility to make sure employees feel safe at work and that workplaces are free from harassment and discrimination. Any employee or covered individual is encouraged to report harassing or discriminatory behavior to their supervisor or the Senior Manager of Compliance Investigations and Associate Counsel. Anyone who witnesses or becomes aware of potential instances of sexual harassment should report such behavior to their supervisor or the Senior Manager of Compliance Investigations and Associate Counsel.

Reports of sexual harassment may be made verbally or in writing. A written complaint form is attached to this policy for employees to use, but the complaint form is not required. If you are reporting sexual harassment on behalf of someone else, you may use the complaint form and should note that it is on another's behalf. A verbal or otherwise written complaint (such as an email) on behalf of oneself or another is also acceptable.

Employees and covered individuals who believe they have been a target of sexual harassment may at any time seek assistance in additional available forums, as explained in the Legal Protections section below.

Supervisory Responsibilities

Supervisors and managers have a responsibility to prevent sexual harassment and discrimination. All supervisors and managers who receive a complaint or information about suspected sexual harassment, observe what may be sexually harassing or discriminatory behavior, or for any reason suspect that sexual harassment or discrimination is occurring, are required to report such suspected sexual harassment to

the Senior Manager of Compliance Investigations and Associate Counsel. Managers and supervisors should not be passive and wait for an employee to make a claim of harassment. If they observe such behavior, they must act.

Supervisors and managers can be disciplined if they engage in sexually harassing or discriminatory behavior themselves. Supervisors and managers can also be disciplined for failing to report suspected sexual harassment or allowing sexual harassment to continue after they know about it.

Supervisors and managers will also be subject to discipline for engaging in any retaliation.

While supervisors and managers have a responsibility to report harassment and discrimination, they must be mindful of the impact that harassment and a subsequent investigation has on victims. Being identified as a possible victim of harassment and questioned about harassment and discrimination can be intimidating, uncomfortable, and re-traumatizing for individuals. Supervisors and managers must accommodate the needs of individuals who have experienced harassment to ensure the workplace is safe, supportive, and free from retaliation for them during and after any investigation.

Bystander Intervention

Any employee witnessing harassment as a bystander is encouraged to report it. A supervisor or manager that is a bystander to harassment is **required** to report it. There are five standard methods of bystander intervention that can be used when anyone witnesses harassment or discrimination and wants to help.

1. A bystander can interrupt the harassment by engaging with the individual being harassed and distracting them from the harassing behavior;
2. A bystander who feels unsafe interrupting on their own can ask a third party to help intervene in the harassment;
3. A bystander can record or take notes on the harassment incident to benefit a future investigation;
4. A bystander might check in with the person who has been harassed after the incident, see how they are feeling, and let them know the behavior was not ok; and
5. If a bystander feels safe, they can confront the harassers and name the behavior as inappropriate. When confronting harassment, physically assaulting an individual is never an appropriate response.

Though not exhaustive, and dependent on the circumstances, these guidelines can serve as a brief guide on how to react when witnessing harassment in the workplace. Any employee witnessing harassment as a bystander is encouraged to report it. A supervisor or manager that is a bystander to harassment is required to report it.

Complaints and Investigations of Sexual Harassment

All complaints or information about sexual harassment will be investigated, whether that information was reported in verbal or written form. An investigation of any complaint, information, or knowledge of suspected sexual harassment will be prompt, thorough, and started and completed as soon as possible. The investigation will be kept confidential to the extent possible. All individuals involved, including those making a harassment claim, witnesses, and alleged harassers, deserve a fair and impartial investigation.

Any employee may be required to cooperate as needed in an investigation of suspected sexual harassment. GDC will take disciplinary action against anyone engaging in retaliation against employees who file complaints, support another's complaint, or participate in harassment investigations.

GDC recognizes that participating in a harassment investigation can be uncomfortable and has the potential to retraumatize an individual. Those receiving claims and leading investigations will handle complaints and questions with sensitivity toward those participating.

While the process may vary from case to case, investigations will be done in accordance with the following steps. Upon receipt of a complaint, the appropriate person or department will:

1. Conduct a prompt review of the allegations, assess the appropriate scope of the investigation, and take any interim actions (for example, instructing the individual(s) about whom the complaint was made to refrain from communications with the individual(s) who reported the harassment), as appropriate. If the complaint is verbal, request that the individual completes the complaint form in writing. If the person reporting prefers not to fill out the form, the appropriate person or department will prepare a complaint form or equivalent documentation based on the verbal reporting;
2. Take steps to obtain, review, and preserve documents sufficient to assess the allegations, including documents, emails, or phone records that may be relevant to the investigation. The appropriate person or department will consider and implement appropriate document request, review, and preservation measures, including for electronic communications;
3. Seek to interview all parties involved, including any relevant witnesses;
4. Create a written documentation of the investigation (such as a letter, memo, or email), which contains the following:
 - 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 any prior relevant incidents disclosed in the investigation, reported or unreported; and
 - The basis for the decision and final resolution of the complaint, together with any corrective action(s).
5. Keep the written documentation and associated documents in a secure and confidential location;
6. Promptly notify the individual(s) who reported the harassment and the individual(s) about whom the complaint was made that the investigation has been completed and implement any corrective actions identified in the written document; and
7. Inform the individual(s) who reported of the right to file a complaint or charge externally as outlined in the next section.

Legal Protections and External Remedies

Sexual harassment is not only prohibited by GDC, but it is also prohibited by state, federal, and, where applicable, local law.

The internal process outlined in this policy is one way for employees to report sexual harassment. Employees and covered individuals 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 also seek the legal advice of an attorney.

New York State Division of Human Rights

The New York State Human Rights Law, N.Y. Executive Law, art. 15, § 290 et seq., applies to all employers in New York State and protects employees and covered individuals, regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with the New York State Division of Human Rights (DHR) or in the New York State Supreme Court.

Complaints of sexual harassment filed with DHR may be submitted any time **within three years** of the harassment. If an individual does not file a complaint with DHR, they can bring a lawsuit directly in state court under the Human Rights Law **within three years** of the alleged sexual harassment. An individual may not file with DHR if they have already filed a Human Rights Law complaint in state court.

Complaining internally to GDC does not extend your time to file with DHR or in court. The three years are counted from the date of the most recent incident of harassment.

You do not need an attorney to file a complaint with DHR, and there is no cost to file with DHR.

DHR will investigate your complaint and determine whether there is probable cause to believe that sexual harassment occurred. Probable cause cases receive a public hearing before an administrative law judge. If sexual harassment is found at the hearing, DHR has the power to award relief. Relief varies, but it may

include requiring your employer to take action to stop the harassment or repair the damage caused by the harassment, including paying monetary damages, punitive damages, attorney's fees, and civil fines.

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

Go to dhr.ny.gov/complaint for more information about filing a complaint with DHR. The website has a digital complaint process that can be completed on your computer or mobile device from start to finish. The website has a complaint form that can be downloaded, filled out, and mailed to DHR, as well as a form that can be submitted online. The website also contains contact information for DHR's regional offices across New York State.

Call the DHR sexual harassment hotline at **1-(800)-HARASS3** for more information about filing a sexual harassment complaint. This hotline can also provide you with a referral to a volunteer attorney experienced in sexual harassment matters who can provide you with limited free assistance and counsel over the phone.

The United States Equal Employment Opportunity Commission

The United States Equal Employment Opportunity Commission (EEOC) enforces federal antidiscrimination laws, including Title VII of the 1964 federal Civil Rights Act, 42 U.S.C. § 2000e et seq. An individual can file a complaint with the EEOC anytime within 300 days from the most recent incident of harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint and determine whether there is reasonable cause to believe that discrimination has occurred. If the EEOC determines that the law may have been violated, the EEOC will try to reach a voluntary settlement with the employer. If the EEOC cannot reach a settlement, the EEOC (or the Department of Justice in certain cases) will decide whether to file a lawsuit. The EEOC will issue a Notice of Right to Sue permitting workers to file a lawsuit in federal court if the EEOC closes the charge, is unable to determine if federal employment discrimination laws may have been violated, or believes that unlawful discrimination occurred but does not file a lawsuit.

Individuals may obtain relief in mediation, settlement, or conciliation. In addition, federal courts may award remedies if discrimination is found to have occurred. In general, private employers must have at least 15 employees to come within the jurisdiction of the EEOC.

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

If an individual filed an administrative complaint with the New York State Division of Human Rights, DHR will automatically file the complaint with the EEOC to preserve the right to proceed in federal court.

Local Protections

Many localities enforce laws protecting individuals from sexual harassment and discrimination. An individual should contact the county, city, or town in which they live to find out if such a law exists. For example, employees who work in New York City may file complaints of sexual harassment or discrimination with the New York City Commission on Human Rights. Contact their main office at Law Enforcement Bureau of the NYC Commission on Human Rights, 22 Reade Street, 1st Floor, New York, New York; call 311 or (212) 306-7450; or visit www.nyc.gov/html/cchr/html/home/home.shtml.

Contact the Local Police Department

If the harassment involves unwanted physical touching, coerced physical confinement, or coerced sex acts, the conduct may constitute a crime. Those wishing to pursue criminal charges are encouraged to contact their local police department.

Conclusion

The policy outlined above is aimed at providing RIT Global Delivery Corporation employees and covered individuals an understanding of their rights to a discrimination- and harassment-free workplace. Everyone should feel safe at work. Though the focus of this policy is on sexual harassment and gender discrimination, the New York State Human Rights law protects against discrimination in several protected classes, including sex, sexual orientation, gender identity or expression, age, race, creed, color, national origin, military status, disability, predisposing genetic characteristics, familial status, marital status, criminal history, or domestic violence survivor status. The prevention policies outlined above should be considered applicable to all protected classes.

Wage and Hour Policies

Accommodations for Nursing Mothers

RIT Global Delivery Corporation provides accommodations for nursing mothers to express milk in the workplace in accordance with federal and New York law.

Reasonable Break Time to Express Milk

GDC will provide nursing mothers with 30 minutes of paid break time (lactation breaks) to accommodate their need to express breast milk for their nursing child whenever they have a reasonable need to express milk. If additional time is needed beyond the 30 minutes, existing paid break or meal time may be used. These lactation breaks will be provided for up to three years following the child's birth.

Advance Notice of Need to Express Milk

To ensure that GDC can provide appropriate accommodations, you are encouraged to notify your supervisor in writing of your need to express milk at work, preferably before returning to work after childbirth. This notice should include the anticipated number of breaks needed per day and any preferred times for these breaks. Written notice can be provided through email, text message, or any other written communication method regularly used within GDC. We will respond to this request within five business days and work with you to establish a break schedule that accommodates both your needs and our business operations.

Lactation Location

GDC will provide nursing mothers with a private room or other location, other than a restroom, to express milk. The room or location will be well lit, in close proximity to the work area, and be shielded from view and free from intrusion from coworkers and the public. The room or location will have a chair, a working surface, nearby access to clean running water, and an electrical outlet.

If the sole purpose or function of the room or location is not dedicated for use by employees to express breast milk, those who need the room for expressing milk will be given priority use of the room, and their pumping needs will determine the availability of the room for other purposes. GDC will notify employees as soon as practical when the room or location has been designated for use to express breast milk.

If compliance with the room/location requirements would impose an undue hardship on GDC, we will make reasonable efforts to provide a room or other location, other than a restroom or toilet stall, that is in close proximity to the work area where employees can express breast milk in privacy. You may submit a lactation location request through your manager/supervisor or the Director of Global Programs and International Partnerships. We will respond to your request within five business days.

Expressed milk can be stored in company refrigerators, refrigerators provided in the lactation room, or other locations as appropriate. Sufficiently mark or label your milk to avoid confusion for others who may share the refrigerator. You may also bring a personal cooler for storage.

Retaliation

GDC will not discriminate or retaliate against employees who express breast milk in the workplace in accordance with this policy.

Required Notice

GDC has provided you with a copy of the New York State Department of Labor's *Policy on the Rights of Employees to Express Breast Milk in the Workplace*, which is attached as an addendum at the end of this handbook.

Meal Periods

RIT Global Delivery Corporation strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding meal periods. Under New York law:

- Workers employed in, or in connection with, a factory are entitled to a 60-minute unpaid meal period between 11 a.m. and 2 p.m., and a 60-minute unpaid meal period midway between the beginning and end of any shift that starts between 1 p.m. and 6 a.m. and lasts more than six hours.
- Non-factory workers are entitled to a 30-minute unpaid meal period between 11 a.m. and 2 p.m. for shifts longer than six hours that extend over that period, and a 45-minute unpaid meal period midway between the beginning and end of a shift that starts between 1 p.m. and 6 a.m. and lasts more than six hours.
- All workers are entitled to an additional 20-minute unpaid meal period between 5 p.m. and 7 p.m. for workdays that extend from before 11 a.m. to after 7 p.m.

Applicable law also provides that GDC may limit meal periods to a minimum of 30 minutes as long as there is no indication of hardship to the employees.

You will not be required to work during your meal period unless otherwise permitted under applicable law.

Check with your supervisor regarding procedures and schedules for meal periods.

GDC requests that employees accurately observe and record meal periods. If you know in advance that you may not be able to take your scheduled meal period or are not fully relieved of all duties, let your supervisor know; in addition, notify your supervisor as soon as possible if you were unable to take or were prohibited from taking a meal period.

Benefits

Accommodations for Victims of Domestic Violence

RIT Global Delivery Corporation will provide reasonable accommodations to employees who are victims of domestic violence who must be absent from work for a reasonable time, unless such accommodation would cause an undue hardship on GDC.

Accommodations include reasonable time off to:

- Seek medical attention for injuries caused by domestic violence, including for a child who is the victim of domestic violence;
- Obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence;
- Obtain psychological counseling related to an incident or incidents of domestic violence, including for a child who is the victim of domestic violence;

- Participate in safety planning or other action taken to increase safety from future incidents of domestic violence (e.g., temporary or permanent relocation); or
- Obtain legal services, assist in the prosecution of an offense, or appear in court related to an incident of domestic violence.

A **victim of domestic violence** is any person who is older than 16, married, or is a parent accompanied by a minor child in a situation where the individual or minor child is the victim of an act committed by a family or household member in violation of New York penal law. The act must have resulted in actual physical or emotional injury or created a substantial risk of physical or emotional harm to the person or their child.

Notice

You must provide reasonable advance notice of your intention to take time off for the above reasons unless advanced notice is not feasible. If an unscheduled absence occurs, you must provide the following documentation within a reasonable amount of time after your absence:

- A police report indicating that you or your child was a victim of domestic violence;
- A court order protecting or separating you or your child from the perpetrator of the domestic violence;
- Other evidence from the court or prosecuting attorney that you appeared in court; or
- Documentation from a medical professional, domestic violence advocate, health care provider, or counselor that you or your child underwent counseling or treatment for physical or mental injuries or abuse resulting from the domestic violence.

Confidentiality

GDC will maintain the confidentiality of any information regarding your status as a victim of domestic violence, except as required by federal or state law or as necessary to protect your safety in the workplace.

Compensation

The time off may be charged against any paid time off to which you are entitled. If you have no available paid time off, the time off may be treated as unpaid time.

Retaliation

GDC will not retaliate against a victim of domestic violence for requesting or obtaining reasonable accommodation in accordance with this policy.

Blood and Bone Marrow Donation Leave

RIT Global Delivery Corporation provides those employees who work an average of 20 or more hours per week:

- Up to three hours of unpaid leave in any calendar year to donate blood. You must give reasonable notice of at least three working days of your intent to take leave to give blood. Provide documentation to your supervisor immediately after such leave is taken.
- Unpaid time off, as determined by your physician, not to exceed 24 hours without GDC approval to undergo a medical procedure to donate bone marrow. If you seek leave to donate bone marrow, you must provide verification from a physician setting forth the purpose and length of each leave required.

GDC will not retaliate against employees who request or take leave in accordance with this policy.

Crime Victim and Witness Leave

RIT Global Delivery Corporation will provide eligible employees with time off from work, without pay, for any of the following reasons:

- To comply with a subpoena to testify in a criminal proceeding (including time off to consult with the district attorney);
- To give a victim impact statement at a pre-sentencing proceeding;
- To give a statement at a sentencing proceeding; or
- To give a statement at a parole board hearing.

You are eligible for time off under this policy if you are:

- The victim of the crime at issue in the proceedings;
- The victim's next of kin;
- The victim's representative if the victim is deceased as a result of the offense;
- A "Good Samaritan"; or
- Pursuing an application or the enforcement of an order of protection as provided under relevant law.

For purpose of this policy:

- **Good Samaritan** means someone who acts in good faith to apprehend a person who has committed a crime in his or her presence, to prevent a crime or an attempted crime from occurring, or to aid a law enforcement officer in effecting an arrest.
- **Victim's representative** means a person who represents or stands in the place of another person, including but not limited to, an agent, attorney, guardian, conservator, executor, heir, or parent of a minor.

If you are required to attend a criminal proceeding either as a witness or as a crime victim (or a close family member of a crime victim), you must notify your supervisor as soon as possible and at least one day before taking leave to make scheduling arrangements. GDC reserves the right to require employees to provide proof of the need to attend the criminal proceedings to the extent authorized by law.

GDC will not retaliate against employees who request or take leave in accordance with this policy.

Disability Benefits

If you are unable to work for more than seven consecutive days due to a non-work-related illness or injury, or pregnancy-related disability, you may be eligible for disability benefits. Disability benefits provide up to 26 weeks of partial wage replacement benefits during any 52-consecutive-week period. Benefits are payable beginning on the eighth consecutive day of disability.

The cost of your disability insurance coverage is paid by GDC, shared between you and RIT Global Delivery Corporation through payroll deductions.

If you have been disabled for more than seven days, GDC will provide you with a Form DB-271S, *Statement of Rights*, within five days of learning that you are disabled. The *Statement of Rights* provides information on how to file a claim for benefits. You must file a claim within the first 30 days of your disability or all or part of your claim may be rejected. You must be under the care of a physician, chiropractor, podiatrist, psychologist, dentist, or certified nurse midwife to qualify for disability benefits.

Disability benefits are a wage replacement benefit, not a protected leave benefit. If you are temporarily disabled, you may be eligible for job-protected leave under the federal Family and Medical Leave Act or other state or local law.

To learn more about the New York Disability Benefits law, including eligibility requirements and benefits, or to obtain a claim form (Form DB-450), contact the New York State Workers' Compensation Board (www.wcb.ny.gov).

Voting Leave

RIT Global Delivery Corporation encourages all employees to fulfill their civic responsibility and to vote in public elections. Most work schedules provide sufficient time to vote either before or after working hours. If the polls are open for at least four consecutive hours before or after the work shift, you will be deemed to have sufficient time outside of work hours to vote.

If you do not have sufficient time before or after work to vote, you may take enough time off at the beginning or end of your work shift to vote. Up to two hours' time off for this purpose will be provided without loss of pay.

You must request time off to vote from your supervisor at least two working days prior to Election Day so that the necessary time off can be scheduled at the beginning or end of the work shift, whichever provides the least disruption to normal business operations.

GDC will not retaliate or tolerate retaliation against employees who request or take leave under this policy. If you believe that you are being retaliated against because you requested or took leave under this policy, immediately report it to your supervisor or the Senior Manager of Compliance Investigations and Associate Counsel.

Jury Duty Leave

GDC encourages employees to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your supervisor as soon as possible to make scheduling arrangements.

You will be paid a minimum of \$40 per day for the first three days of juror service or any part thereof. For any additional days, time spent on jury duty will be unpaid. If you are classified as exempt, you will not incur any deduction in pay for a partial week's absence due to jury duty. You may opt to use vacation in place of unpaid leave.

GDC reserves the right to require employees to provide proof of jury duty service to the extent authorized by law.

GDC will not retaliate against employees who request or take leave in accordance with this policy.

Military Spouse Leave

RIT Global Delivery Corporation provides up to 10 days of unpaid leave to employees who are the spouse of a military member who is home on leave during a period of military deployment.

To be eligible for military spouse leave you must:

- Work an average of 20 or more hours per week; and
- Be the spouse of a member of the U.S. Armed Forces, National Guard, or Reserves who has been deployed during a period of military conflict to a combat theater or combat zone of operations.

A **period of military conflict** means a period of war declared by the U.S. Congress or a period during which a member of the Reserves is ordered to active duty under federal authority.

If you need to take military spouse leave, notify the Director of Global Programs and International Partnerships and your direct supervisor at RIT Partner University as soon as reasonably possible. GDC reserves the right to ask for documents supporting the need for leave.

You may elect to use any available paid time off for which you are eligible under our organization's policy for the purpose of taking military spouse leave, and such paid time off will run concurrently with the leave afforded under this policy.

GDC will not discriminate or retaliate against employees who request or take leave in accordance with this policy.

Paid Family Leave

New York's Paid Family Leave (PFL) program provides eligible employees with job-protected, paid time off to:

- Bond with a newly born, adopted, or foster child.
- Care for a family member with a serious health condition.
- Assist in situations when a spouse, domestic partner, child, or parent is deployed abroad on active military service.

Eligibility

Eligible employees may take PFL leave as follows:

- If you work **full time** (a regular schedule of 20 or more hours per week), you are eligible after 26 consecutive weeks of employment.
- If you work **part time** (a regular schedule of less than 20 hours per week), you are eligible after working 175 days, which do not need to be consecutive.

Amount of Benefit

You will be provided up to 12 weeks of leave at 67 percent of your weekly pay (capped at 67 percent of statewide average pay).

You may use accrued paid leave to receive full pay while on PFL.

Funding

PFL is funded through employee payroll contributions that are set each year to match the cost of coverage. The rate of employee contributions is reviewed annually and is subject to change by the New York State Department of Financial Services.

If you are not eligible for PFL, you will be provided a waiver to sign, and PFL contributions will not be deducted from your wages.

Qualifying Events

If you are eligible, you may use PFL for the following reasons:

- **New child:** You may take PFL during the first 12 months following the birth, adoption, or fostering of a child. Expectant mothers cannot take PFL for their own pregnancy. PFL for the birth of a child begins after the child's birth and is not available for prenatal conditions.
- **Serious health condition:** You may take PFL to care for a family member with a serious health condition. The relative may live outside of New York State and even outside the country. You cannot take PFL for your own health condition.
- **Military active service deployment:** You may take PFL when your spouse, domestic partner, child, or parent is deployed abroad on active military service or has been notified of an impending military deployment abroad. You cannot use PFL for your own qualifying military event.

As used in this policy:

- **Family member** includes a spouse, domestic partner, child and stepchild, parent and stepparent, parent-in-law, grandparent, grandchild, and sibling (biological, adopted, half, and step).
- **Serious health condition** is an illness, injury, impairment, or physical or mental condition, including transplant preparation and recovery from surgery related to organ or tissue donation, that involves inpatient care in a hospital, hospice, or residential medical facility; or continuing medical treatment or continuing supervision by a health care provider.

Health Insurance

Your health insurance will continue while you are on leave; however, if you contribute to the cost of your health insurance, you must continue to pay your portion of the premium cost while on leave.

Interaction with Other Laws

PFL may be taken by employees who are eligible for time off under the federal Family and Medical Leave Act (FMLA). PFL will run concurrently with designated FMLA leave when the reason for leave qualifies under both PFL and FMLA. Eligible employees must then apply for both PFL and FMLA.

You may not receive short-term disability and PFL benefits at the same time. You may not take more than 26 combined weeks of short-term disability and PFL in a 52-week period.

If you are unable to work and qualify for workers' compensation benefits, you may not use PFL benefits at the same time as you are receiving workers' compensation benefits. If you are receiving reduced earnings, you may be eligible for PFL.

Notice and Required Documentation

Notify your manager/supervisor and the Director of Global Programs and International Partnerships if you intend to use PFL. If leave is foreseeable, you must give 30 days' advance notice so GDC can plan for your absence. If the event was not foreseeable, notify your manager/supervisor and the Leave Administrator as soon as possible. If you fail to give notice without unusual circumstances justifying the failure, PFL may be delayed or partially denied.

You must provide documentation in support of your PFL request within 30 days after the leave begins. GDC may require additional proof during your leave, but not more often than once a week. Proof must include a statement of disability from the leave recipient's health care provider.

Returning to Work

On return from PFL, you will be reinstated to your original position, or if no longer available, an equivalent position with equivalent terms and conditions of employment, including pay and employment benefits.

Use of PFL will not result in the loss of any employment benefit that accrued before the start of your family leave that was not used during your family leave.

Retaliation

GDC will not retaliate against employees who request or take leave in accordance with this policy.

Additional Information

If you have additional questions regarding PFL, contact the Director of Global Programs and International Partnerships or visit <https://paidfamilyleave.ny.gov/>.

Paid Prenatal Personal Leave

RIT Global Delivery Corporation will provide employees with 20 hours of paid prenatal personal leave during any 52-week calendar period. Paid prenatal personal leave is in addition to leave provided under New York's Sick Leave Law.

Paid prenatal personal leave may be used for healthcare services during or related to your pregnancy, including physical examinations, medical procedures, monitoring and testing, and discussions with your healthcare provider related to your pregnancy.

Paid prenatal personal leave may be taken in hourly increments and will be compensated at your regular rate of pay or the applicable minimum wage, whichever is greater.

If your need for leave is foreseeable, provide notice as soon as possible. If unforeseeable, provide notice as soon as practical. You are not required to provide documentation supporting your need for leave.

Upon return to work following any paid prenatal personal leave, you will be restored to the position you held prior to taking leave or a position with the same pay and other terms and conditions of employment.

You will not be compensated for unused paid prenatal personal leave when your employment ends.

GDC will not retaliate against employees who request or take leave in accordance with this policy.

Oregon Policies

Hiring and Orientation Policies

EEO Statement and Nonharassment Policy

Alternate Remedies

In addition to the GDC reporting process, if you believe you have been subjected to discrimination or harassment, you may file a formal complaint with the government agencies listed below. Using the GDC complaint process does not prohibit you from filing a complaint with these agencies.

Claims must be filed within the following time frames:

- Complaints filed with the Oregon Bureau of Labor and Industries (BOLI) must be filed within five years after the occurrence of the alleged discrimination.
- Complaints filed with the federal Equal Employment Opportunity Commission (EEOC) must generally be filed within 180 days of the alleged discrimination. This deadline is extended to 300 days if BOLI or a local agency enforces a law that prohibits employment discrimination on the same basis.

If the basis for filing the complaint is covered by both state and federal law, a complaint filed with BOLI is automatically filed with the EEOC.

EEOC Seattle Field Office

Address: 909 First Avenue, Suite 400, Seattle, WA 98104-1061

Phone: 800-669-4000

Fax: 206-220-6911

TTY: 800-669-6820

ASL Video Phone: 844-234-5122

Website: <https://publicportal.eeoc.gov/portal/>

BOLI, Civil Rights Division Offices

Eugene

1400 Executive Parkway, Suite #200

Eugene, OR 97401

541-686-7623

Salem

3865 Wolverine St. NE, Bldg. E-1

Salem, OR 97305

503-378-3292

Portland

800 NE Oregon St., Suite #1045

Portland, OR 97232

971-673-0764

Agreements

GDC may not, as a condition of employment, continued employment, promotion, compensation, or the receipt of benefits, require or coerce you to enter into an agreement that contains a nondisclosure provision, a nondisparagement provision, or any other provision that has the purpose or effect of preventing you from disclosing or discussing any conduct:

- That constitutes unlawful discrimination or harassment (including sexual assault); and
- That occurred between employees or between GDC and an employee in the workplace or at a work-related event that is off the employment premises and coordinated by or through GDC; or
- That occurred between GDC and an employee off the employment premises.

If you have claimed to be a victim of unlawful discrimination or harassment (including sexual assault), GDC may only enter into a settlement, separation, or severance agreement with you that includes one or more of the following provisions, if you request to enter into such an agreement:

- A nondisclosure provision, a nondisparagement provision, or any other provision that has the purpose or effect of preventing you from disclosing or discussing any conduct as outlined in the previous paragraph.
- A provision that prevents the disclosure of factual information relating to a claim of discrimination or conduct that constitutes sexual assault; or
- A no-rehire provision that prohibits you from seeking re-employment with the employer as a term or condition of the agreement.

If GDC makes a good faith determination that you have engaged in unlawful discrimination or harassment, GDC may enter into a settlement, separation, or severance agreement that includes one or more of the provisions described above.

Any settlement, separation, or severance agreement reached by you and GDC may be revoked within seven days of its execution, and the agreement will not become effective until after the revocation period has expired.

Wage and Hour Policies

Accommodations for Nursing Mothers

RIT Global Delivery Corporation will provide nursing mothers reasonable rest periods to express milk for their infant child, each time the need arises, for up to 18 months following the child's birth.

GDC will provide a private location, other than a restroom, in close proximity to your work area, to express milk. The location will be shielded from view and free from intrusion from coworkers and the public.

Expressed milk can be stored in company refrigerators, refrigerators provided in the lactation room or other location. Sufficiently mark or label your milk to avoid confusion for other employees who may share the refrigerator. You may also bring a personal cooler for storage.

The rest periods should, if feasible, run concurrently with any other meal and rest periods already provided. If you are nonexempt, record the start and end time for any time taken that does not run concurrently with normally scheduled rest periods. Break time may be unpaid where permissible by applicable law.

You are encouraged to discuss the length and frequency of these breaks with your supervisor.

GDC will not retaliate or discriminate against employees who express breast milk in the workplace in accordance with this policy.

Under certain circumstances, the Company may be relieved of the duty to provide the above accommodations.

Meal and Rest Periods

RIT Global Delivery Corporation strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding meal and rest periods.

If you are nonexempt, you will be provided unpaid meal periods and paid rest periods as follows, depending on the length of your work period:

Length of Work Period	Number of rest periods	Number of meal periods
2 hrs or less	0	0
2 hrs 1 min – 5 hrs 59 min	1	0
6 hrs	1	1
6 hrs 1 min – 10 hrs	2	1
10 hrs 1 min – 13 hrs 59 min	3	1
14 hrs	3	2
14 hrs 1 min – 18 hrs	4	2
18 hrs 1 min – 21 hrs 59 min	5	2
22 hrs	5	3
22 hrs 1 min – 24 hrs	6	3

Meal periods are unpaid and will be at least 30 continuous, uninterrupted minutes. Rest periods are paid and will be at least 10 continuous, uninterrupted minutes. You will not be required to work during your meal or rest periods unless otherwise permitted under applicable law. Rest periods are in addition to and separate from meal periods. Rest periods will not be added to a meal period and may not be deducted from the beginning or end of your work shift.

If the work period is seven hours or less, the meal period is to be taken after the end of the second hour worked and must be finished before the fifth hour of work begins. If the work period is more than seven hours, the meal period must be taken after the end of the third hour worked and must be finished the sixth hour of work begins.

As the nature of your work allows, you will be given a rest period approximately in the middle of each segment of four hours, or major part thereof, worked in a work period.

Check with your supervisor regarding procedures and schedules for meal and rest periods. GDC requests that employees accurately observe and record meal and rest periods. If you know in advance that you may not be able to take your scheduled meal or rest period, let your supervisor know; in addition, notify your supervisor as soon as possible if you were unable to take or were prohibited from taking a meal or rest period.

Benefits

Bone Marrow Donation Leave

RIT Global Delivery Corporation will provide eligible employees up to 40 hours of leave to undergo a medical procedure to donate bone marrow.

To be eligible for leave under this policy, you must work an average of 20 or more hours per week.

You may determine the total length of the leave, but leave may not exceed the amount of your accrued paid leave or 40 work hours, whichever is less, unless GDC agrees otherwise. You may choose to substitute accrued paid leave.

You may be required to provide GDC with verification from a physician of the purpose and length of each leave. If there is a medical determination that you do not qualify as a bone marrow donor, the paid leave used prior to the determination is not affected.

GDC will not retaliate against employees who request or take leave in accordance with this policy.

Jury Duty Leave

RIT Global Delivery Corporation encourages employees to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your supervisor as soon as possible to make scheduling arrangements.

If you are classified as exempt, you will not incur any deduction in pay for a partial week's absence due to jury duty. If you are classified as nonexempt, you will not be compensated for time spent on jury duty. You may opt to use vacation time in place of unpaid leave.

GDC reserves the right to require employees to provide proof of jury duty service to the extent authorized by law.

GDC will not retaliate against employees who request or take leave in accordance with this policy.

Juvenile Court Attendance Leave

RIT Global Delivery Corporation realizes that, on occasion, employees may be summoned to appear at a delinquency proceeding with a youth who is in their physical or legal custody. In such cases, you will be provided unpaid leave to attend. Notify your supervisor as soon as possible to make scheduling arrangements.

GDC reserves the right to require employees to provide proof of the need for leave to the extent authorized by law.

GDC will not retaliate against employees who request or take leave in accordance with this policy.

Legislative Leave

RIT Global Delivery Corporation will provide employees who are members or prospective members of the Legislative Assembly with an unpaid leave of absence to attend sessions of the Legislative Assembly or to perform other official duties.

This leave of absence is available to non-temporary employees who have been employed by GDC for at least 90 days.

You must provide notice of your intent to take leave as follows:

- At least 30 days before a regular session; and
- As soon as possible when it is apparent that a special or emergency session will be called.

At the conclusion of the leave of absence, you must apply to be restored to employment within the following timeframes:

- 15 days after adjournment sine die of the regular legislative session; or
- Five days after the assignment is completed, if the leave is for a lesser period than a regular session.

Upon application, you will be restored to your previous position or, if such position no longer exists, to a similar position without loss of seniority, the right to participate in insurance, or any other employment benefits.

Restoration may be denied if:

- You fail to apply for restoration within the required timelines; or
- GDC's circumstances have changed during your leave of absence so that restoration is impossible or unreasonable.

GDC will not retaliate or discriminate against employees who request or take leave in accordance with this policy.

Paid Family and Medical Leave Insurance

Oregon's Paid Family and Medical Leave Insurance (PFMLI) program, more commonly known as Paid Leave Oregon, allows eligible employees to take up to 12 weeks of paid family, medical, and safe leave per benefit year. The program is administered by the Oregon Employment Department (OED) and funded through payroll taxes.

Eligibility

To be eligible for PFMLI benefits, you must have earned at least \$1,000 in wages in the previous year.

Reasons for Leave

If eligible, you may take leave under the PFMLI program for the following reasons:

- **Family leave:**
 - To care for a family member with a serious health condition;
 - To care for and bond with a new child after birth, adoption, or foster care placement; or
 - To participate in the legal process required for placement of a foster child or the adoption of a child.
- **Medical leave:** For your own serious health condition.
- **Safe leave:** If you or your minor child is a survivor of sexual assault, domestic violence, harassment, or stalking, to obtain legal or law enforcement assistance, seek medical treatment or recover from injuries, obtain counseling or support services, or relocate or take other steps to secure your (or your child's) health and safety.

Leave Usage

You are entitled to 12 weeks of leave per benefit year in any combination of family, medical, and safe leave. The benefit year begins the Sunday before the period of leave and lasts 52 weeks. You may qualify for up to an additional two weeks of paid leave if you have limitations related to pregnancy, childbirth, or a related medical condition.

Bonding leave must be taken within the first 12 months after the birth, adoption, or placement.

You may take paid leave in increments equal to one workday or one workweek. You can take leave all at once (consecutive) or in separate blocks of time (nonconsecutive). Consecutive leave is taken in one block of time due to a single qualifying event (such as five weeks of leave for knee surgery).

Nonconsecutive leave is taken in separate blocks of time due to a single qualifying reason (such as one day every week for 12 weeks for chemotherapy).

Use of Other Paid Leave Benefits

PFMLI benefits are in addition to any paid leave that you have earned.

You may use any accrued paid leave in addition to receiving PFMLI benefits to the extent that the total combined amounts of accrued paid leave and benefits do not exceed your regular wages.

In any week you are eligible to receive workers' compensation or wage replacement benefits under a state or federal unemployment benefits program (beginning January 1, 2026), you may not receive PFMLI benefits.

Notice

If leave is foreseeable, you must provide the Company at least 30 days' notice. If leave is unforeseeable, you must provide notice within 24 hours and provide written notice within three days of starting leave.

If you do not provide the required notice, your first weekly benefit may be reduced by 25%.

Applying for Leave

You must apply for PFMLI benefits with Paid Leave Oregon online at <https://paidleave.oregon.gov> or request a paper application from the OED. The application may be submitted as early as 30 days before the start of leave or up to 30 days after the start of leave.

Compensation

Compensation for PFMLI leave is determined by the OED.

Interaction with Other Laws

PFMLI does not run concurrently with leave under the Oregon Family Leave Act (OFLA). PFMLI leave will run concurrently with other leaves where permissible under applicable law.

Fitness for Duty Requirements

If you take PFMLI leave because of your own serious health condition (except if you are taking intermittent leave), you may be required to provide medical certification to the Company that you are fit to resume work. If required, you will not be permitted to resume work until certification is provided.

Continuation of Health Benefits

If GDC provides you with health benefits under a group health plan, GDC will maintain your health coverage at the same level and under the same conditions as if you had been continuously employed.

Restoration

If you have worked for the Company for at least 90 consecutive calendar days before taking PFMLI leave, you will be restored to your previous position when you return from leave if that position still exists.

If the position no longer exists, you will be restored to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment. If an equivalent position is not available at your original jobsite, GDC will offer you an equivalent position at another jobsite within 50 miles, if available. If multiple options exist, the nearest jobsite will be offered first.

You will not lose any employment benefits, including seniority or pension rights, that you accrued before the date your leave began. Nothing in this policy entitles you to accrue new benefits during your leave or to any right, benefit, or position other than what you would have been entitled to if you had not taken leave.

Retaliation

GDC will not retaliate against employees who request or take leave in accordance with this policy.

State Board or Commission Leave

RIT Global Delivery Corporation will provide employees who are appointed members of a state board or commission with unpaid leave to perform the duties of their appointed role.

You must provide at least 21 days' written notice of your intent to take leave. You will not be required to use paid leave for any time spent performing your respective duties.

GDC will not retaliate against employees who request or take leave in accordance with this policy.

Pennsylvania Policies

Wage and Hour Policies

Accommodations for Nursing Mothers

RIT Global Delivery Corporation will provide nursing mothers reasonable break time to express milk for their infant child for up to one year following the child's birth.

If you are nursing, you will be provided with a space, other than a restroom, that is shielded from view and free from intrusion from coworkers and the public.

Expressed milk can be stored in company refrigerators, refrigerators provided in the lactation room or other location. Sufficiently mark or label your milk to avoid confusion for other employees who may share the refrigerator. You may also bring a personal cooler for storage.

Break time should, if possible, be taken concurrently with any other break time already provided. If you are nonexempt, record the start and end time for any time taken that does not run concurrently with normally scheduled rest periods. Break time may be unpaid where permissible by applicable law.

You must make reasonable efforts to not disrupt GDC operations.

You are encouraged to discuss the length and frequency of these breaks with your supervisor.

GDC will not discriminate or retaliate against employees who express breast milk in the workplace in accordance with this policy.

GDC is not required to provide the above benefits if doing so would impose an undue hardship on GDC.

Benefits

Crime Victim and Witness Leave

RIT Global Delivery Corporation realizes that, on occasion, you may have an obligation to participate in criminal legal proceedings either as a witness or because you, or a close family member, was victimized by a criminal act. GDC provides unpaid leave to attend those proceedings under circumstances described below.

If you are required to attend a criminal proceeding, including a grand jury or juvenile proceeding, either as a witness or as a crime victim (or a close family member or representative of a crime victim), inform your supervisor as soon as possible to make arrangements for a leave of absence.

GDC reserves the right to require employees to provide proof of the need to attend the criminal proceedings to the extent authorized by law.

Leave under this policy is unpaid. You may opt to use vacation time in place of unpaid leave.

Any information related to your leave will be kept confidential by GDC to the extent possible.

This policy does not apply to employees seeking leave because they have committed or are alleged to have committed a criminal act.

GDC will not retaliate against employees who request or take leave in accordance with this policy.

Jury Duty Leave

RIT Global Delivery Corporation encourages employees to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your supervisor as soon as possible to make scheduling arrangements.

If you are classified as exempt, you will not incur any deduction in pay for a partial week's absence due to jury duty. If you are classified as nonexempt, you will not be compensated for time spent on jury duty. You may opt to use vacation time in place of unpaid leave.

GDC reserves the right to require employees to provide proof of jury duty service to the extent authorized by law.

GDC will not retaliate against employees who request or take leave in accordance with this policy.

Texas Policies

Wage and Hour Policies

Accommodations for Nursing Mothers

RIT Global Delivery Corporation will provide nursing mothers reasonable break time to express milk for their infant child for up to one year following the child's birth.

If you are nursing, you will be provided with a space, other than a restroom, that is shielded from view and free from intrusion from coworkers and the public.

Expressed milk can be stored in company refrigerators, refrigerators provided in the lactation room or other location. Sufficiently mark or label your milk to avoid confusion for other employees who may share the refrigerator. You may also bring a personal cooler for storage.

Break time should, if possible, be taken concurrently with any other break time already provided. If you are nonexempt, record the start and end time for]] any time taken that does not run concurrently with normally scheduled rest periods. Break time may be unpaid where permissible by applicable law.

You must make reasonable efforts to not disrupt GDC operations.

You are encouraged to discuss the length and frequency of these breaks with your supervisor.

GDC will not discriminate or retaliate against employees who express breast milk in the workplace in accordance with this policy.

GDC is not required to provide the above benefits if doing so would impose an undue hardship on GDC.

Benefits

Jury Duty Leave

RIT Global Delivery Corporation encourages employees to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your supervisor as soon as possible to make scheduling arrangements.

If you are classified as exempt, you will not incur any deduction in pay for a partial week's absence due to jury duty. If you are classified as nonexempt, you will not be compensated for time spent on jury duty. You may opt to use vacation time in place of unpaid leave.

GDC reserves the right to require employees to provide proof of jury duty service to the extent authorized by law.

GDC will not retaliate against employees who request or take leave in accordance with this policy.

Political Convention Leave

RIT Global Delivery Corporation will provide employees with unpaid leave to attend:

- A precinct convention for which they are eligible to participate; or
- A county, district, or state convention for which they are a delegate.

Provide as much notice as possible of your need for leave.

GDC will not discriminate or retaliate against employees who request or take leave in accordance with this policy.

Voting Leave

If your work schedule prevents you from voting on Election Day, RIT Global Delivery Corporation will allow you a reasonable time off to vote. The time when you can go to vote will be at the discretion of your manager or supervisor, consistent with applicable legal requirements.

Witness Leave

RIT Global Delivery Corporation realizes that, on occasion, employees may be subpoenaed to appear in a civil, criminal, legislative, or administrative proceeding. In such cases, you will be provided unpaid leave to attend. Notify your supervisor as soon as possible to make scheduling arrangements. You may opt to use vacation time in place of unpaid leave.

GDC reserves the right to require employees to provide proof of the need for leave to the extent authorized by law.

GDC will not retaliate against employees who request or take leave in accordance with this policy.

Utah Policies

Wage and Hour Policies

Accommodations for Nursing Mothers

RIT Global Delivery Corporation will provide nursing mothers reasonable break time to express milk for their infant child for up to one year following the child's birth.

If you are nursing, you will be provided with a space, other than a restroom, that is shielded from view and free from intrusion from coworkers and the public.

Expressed milk can be stored in company refrigerators, refrigerators provided in the lactation room or other location. Sufficiently mark or label your milk to avoid confusion for other employees who may share the refrigerator. You may also bring a personal cooler for storage.

Break time should, if possible, be taken concurrently with any other break time already provided. If you are nonexempt, record the start and end time for any time taken that does not run concurrently with normally scheduled rest periods. Break time may be unpaid where permissible by applicable law.

You must make reasonable efforts to not disrupt GDC operations.

You are encouraged to discuss the length and frequency of these breaks with your supervisor.

GDC will not discriminate or retaliate against employees who express breast milk in the workplace in accordance with this policy.

GDC is not required to provide the above benefits if doing so would impose an undue hardship on GDC.

Benefits

Court Attendance and Witness Leave

RIT Global Delivery Corporation realizes that, on occasion, employees may be subpoenaed to attend a deposition or hearing. In such cases, you will be provided unpaid leave to attend. Notify your supervisor as soon as possible to make scheduling arrangements. You may opt to use vacation time in place of unpaid leave.

GDC reserves the right to require employees to provide proof of the need for leave to the extent authorized by law.

GDC will not retaliate against employees who request or take leave in accordance with this policy.

Isolation and Quarantine Leave

RIT Global Delivery Corporation provides unpaid leave to employees who are subject to an order of restriction by the state or local health department, or a district court for examination, treatment, isolation, or quarantine.

Provide notice of your need for leave as soon as practical.

GDC will not retaliate against employees who request or take leave in accordance with this policy.

Jury Duty Leave

RIT Global Delivery Corporation encourages employees to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your supervisor as soon as possible to make scheduling arrangements.

If you are classified as exempt, you will not incur any deduction in pay for a partial week's absence due to jury duty. If you are classified as nonexempt, you will not be compensated for time spent on jury duty. You may opt to use vacation time in place of unpaid leave.

GDC reserves the right to require employees to provide proof of jury duty service to the extent authorized by law.

GDC will not retaliate against employees who request or take leave in accordance with this policy.

Minor Child Court Attendance Leave

If you have a minor child that is required to appear in court, RIT Global Delivery Corporation will provide you unpaid leave to attend. Notify your supervisor as soon as possible to make scheduling arrangements. You may opt to use vacation time in place of unpaid leave.

GDC reserves the right to require employees to provide proof of the need for leave to the extent authorized by law.

GDC will not retaliate against employees who request or take leave in accordance with this policy.

Voting Leave

If you do not have at least three nonworking hours between the time polls open and close, RIT Global Delivery Corporation will provide you up to two hours of paid time off to vote. The time when you can go to vote will be at the discretion of your supervisor, consistent with applicable legal requirements. You must request time off to vote prior to Election Day.

Acknowledgment of Receipt and Review

By signing below, I acknowledge that I have received a copy of the RIT Global Delivery Corporation (GDC) Employee Handbook (handbook) and that I have read it, understand it, and agree to comply with it. I understand that GDC has the maximum discretion permitted by law to interpret, administer, change, modify, or delete the rules, regulations, procedures, and benefits contained in the handbook at any time with or without notice. No statement or representation by a supervisor, manager, or any other employee, whether oral or written, can supplement or modify this handbook. Changes can only be made if approved in writing by the Associate Provost of International Education and Global Programs or their designee. I also understand that any delay or failure by GDC to enforce any rule, regulation, or procedure contained in the handbook does not constitute a waiver on behalf of GDC or affect the right of GDC to enforce such rule, regulation, or procedure in the future.

I understand that neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. I further understand that, unless I have a written employment agreement signed by an authorized GDC representative, I am employed "at-will" (to the extent permitted by law) and this handbook does not modify my "at-will" employment status.

If I am covered by a written employment agreement (signed by an authorized GDC representative) or a collective bargaining agreement that conflicts with the terms of this handbook, I understand that the terms of the employment agreement or collective bargaining agreement will control.

This handbook is not intended to preclude or dissuade employees from engaging in legally protected activities under the National Labor Relations Act (NLRA). This handbook is not intended to violate any local, state, or federal law. No provision or policy applies or will be enforced if it conflicts with or is superseded by any requirement or prohibition contained in federal, state, or local law, or regulation. Furthermore, nothing in this handbook prohibits an employee from reporting concerns to, filing a charge or complaint with, making lawful disclosures to, providing documents or other information to, or participating in an investigation or hearing conducted by the Equal Employment Opportunity Commission (EEOC), National Labor Relations Board (NLRB), Securities and Exchange Commission (SEC), or any other federal, state, or local agency charged with the enforcement of any laws.

This handbook supersedes any previous handbook or policy statements, whether written or oral, issued by RIT Global Delivery Corporation.

If I have any questions about the content or interpretation of this handbook, I will contact Lyndsey McGrath, Director of Global Programs and International Partnerships.

Signature

Date

Print Name

APPENDIX

WE ARE YOUR DOL



**Department
of Labor**

POLICY ON THE RIGHTS OF EMPLOYEES TO EXPRESS BREAST MILK

in the Workplace

INTRODUCTION AND PURPOSE

New York State Labor Law Section 206-c gives all employees in New York the right to express breast milk in the workplace. This law applies to all public and private employers in New York State, regardless of size or the nature of their business.

The New York State Department of Labor has developed the official policy on breast milk expression in the workplace as required by the law, ensuring that all employees know their rights and all employers understand their responsibilities. This policy is the minimum required standard, but employers are encouraged to include additional accommodations tailored to their workplace.

With the information provided below, employees will learn how much time they are allowed for breast milk expression, the kind of space employers are required to provide for breast milk expression, how to notify employers about the need to express breast milk in the workplace, and how to notify the Department of Labor if these rights are not honored.

Employers are required to provide this policy in writing to all employees when they are hired and again every year after. Employers are also required to provide the policy to employees as soon as they return to work following the birth of a child.

USING BREAK TIME FOR BREAST MILK EXPRESSION

Employers must provide thirty (30) minutes of paid break time for their employees to express breast milk when the employee has a reasonable need to express breast milk. Employees must be permitted to use existing paid break or meal time if they need additional time for breast milk expression beyond the paid 30 minutes. This time must be provided for up to three years following childbirth. Employers must provide paid break time as often as an employee reasonably needs to express breast milk. The number of paid breaks an employee will need to express breast milk is unique to each employee and employers must provide reasonable break times based on the individual. Employers are prohibited from discriminating in any way against an employee who chooses to express breast milk in the workplace.

An employer is prohibited from requiring an employee to work before or after their normal shift to make up for any time used as paid break time to express breast milk.

All employers must continue to follow existing federal and state laws, regulations, and guidance regarding mealtimes and paid break time regardless of whether the employee uses such time to express breast milk. For additional information regarding what constitutes a meal period or a break period under state and federal law, please see the following resources:

- NY Department of Labor Website on Day of Rest, Break Time, and Meal Periods:
dol.ny.gov/day-rest-and-meal-periods
- NY Department of Labor FAQs on Meal and Rest Periods:
dol.ny.gov/system/files/documents/2021/03/meal-and-rest-periods-frequently-asked-questions.pdf
- U.S. Department of Labor FLSA FAQ on Meal and Rest Periods:
dol.gov/agencies/whd/fact-sheets/22-flsa-hours-worked
- U.S. Department of Labor FLSA Fact Sheet on Compensation for Break Time to Pump Breast Milk:
dol.gov/agencies/whd/fact-sheets/73-flsa-break-time-nursing-mothers

While an employer cannot require that an employee works while expressing breast milk, Labor Law 206-c does not otherwise prevent an employee from voluntarily choosing to do so if they want to.

Paid breaks provided for the expression of breast milk must be 30 minutes. An employee must be allowed to use regular break or meal time to take a longer paid break if needed. Employees may also opt to take shorter paid breaks.

Employees who work remotely have the same rights to paid time off for the purpose of expressing breast milk, as all other employees who perform their work in-person.

MAKING A REQUEST TO EXPRESS BREAST MILK AT WORK

If an employee wants to express breast milk at work, they must give the employer reasonable advance notice, generally before returning to the workplace if the employee is on leave. This advance notice is to allow the employer time to find an appropriate location and adjust schedules if needed.

Employees wishing to request a room or other location to express breast milk in the workplace should do so by submitting a written request to their direct supervisor or individual designated by their employer for processing requests. Employers must respond to this request for a room or other location to express breast milk in writing within five days.

Employers must notify all employees in writing through email or printed memo when a room or other location has been designated for breast milk expression.

LACTATION ROOM REQUIREMENTS

In addition to providing the necessary time during the workday, employers must provide a private room or alternative location for the purpose of breast milk expression. **The space provided for breast milk expression cannot be a restroom or toilet stall.**

The room or other location must:

- Be close to an employee's work area
- Provide good natural or artificial light
- Be private – both shielded from view and free from intrusion
- Have accessible, clean running water nearby
- Have an electrical outlet (if the workplace is supplied with electricity)
- Include a chair
- Provide a desk, small table, desk, counter or other flat surface

There does not need to be a separate space for every nursing employee. An employer may dedicate a single room or other location for breast milk expression. Should there be more than one employee at a time needing access to a lactation room, an employer may dedicate a centralized location to be used by all employees.

Any space provided for breast milk expression must be close to the work area of the employee(s) using the space. The space must be in walking distance, and the distance to the location should not significantly extend an employee's needed break time.

Employers located in shared work areas, such as office buildings, malls and similar spaces may work together to establish and maintain a dedicated lactation room, as long as such space(s) are a reasonable distance from the employees using the room. Each employer utilizing this common space is individually responsible for making sure the room meets the needs of their employees.

If there is not a separate room or space available for lactation, an employer may use a vacant office or other available room on a temporary basis. This room must not be accessible to the public or other employees while an employee is using it for breast milk expression.

As a last resort, an available cubicle may be used for breast milk expression. A cubicle can only be used if it is fully enclosed with a partition and is not otherwise accessible to the public or other employees while being used for breast milk expression. The cubicle walls must be at least seven feet tall to insure the employee's privacy.

To ensure privacy, if the lactation room has a window, it must be covered with a curtain, blind or other covering.

In addition, the lactation space should have a door equipped with a functional lock. If this is not possible (such as in the case of a fully enclosed cubicle), as a last resort, an employer must utilize a sign advising the space is in use and not accessible to other employees or the public.

If the workplace has a refrigerator, employers must allow employees to use it to store breast milk. However, employers are not responsible for ensuring the safekeeping of expressed milk stored in any refrigerator in the workplace.

Employees are required to store all expressed milk in closed containers and bring milk home each evening.

The space designated for expressing breast milk must be maintained and clean at all times.

If an employer can demonstrate undue hardship in providing a space with the above requirements, the employer must still provide a room or other location - other than a restroom or toilet stall - that is in close proximity to the work area where an employee can express breast milk in privacy, that meets as many of the requirements as possible.

Undue hardship is defined in the statute as "causing significant difficulty or expense when considered in relation to the size, financial resources, nature, or structure of the employer's business." **However, an employer may not deny an employee the right to express breast milk in the workplace due to difficulty in finding a location.**

NEW YORK STATE DEPARTMENT OF LABOR RESOURCES

If an employee believes that they are experiencing retaliation for expressing breast milk in the workplace, or that their employer is in violation of this policy, they should contact the New York State Department of Labor's Division of Labor Standards. Call us at **1-888-52-LABOR**, email us at LSAsk@labor.ny.gov, or visit our website at dol.ny.gov/breast-milk-expression-workplace to file a complaint.

A list of our offices is available at dol.ny.gov/location/contact-division-labor-standards.

Complaints are confidential.

FEDERAL RESOURCES

The federal PUMP Act went into effect in 2023, expanding protections for almost all employees expressing breast milk at work. Under the PUMP Act, any covered workers not provided with breaks and adequate space for up to a year after the birth of a child are able to file a complaint with the U.S. Department of Labor or file a lawsuit against their employers. For more information, please visit dol.gov/agencies/whd/pump-at-work.

Complaint Form for Reporting Sexual Harassment



Combating Sexual Harassment

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

If you believe that you have been subjected to sexual harassment or gender discrimination, you are encouraged, but not required, to complete this form and submit it to the appropriate person or department indicated in the New York Sexual Harassment Prevention policy in this handbook. No employee will be retaliated against for filing a complaint.

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

For additional resources, visit: ny.gov/programs/combating-sexual-harassment-workplace

COMPLAINANT INFORMATION

Name:

Work Address:

Work Phone:

Job Title:

Email:

Select Preferred Communication Method: ☐ Email ☐ Phone ☐ In person

SUPERVISORY INFORMATION

Immediate Supervisor's Name:

Title:

Work Phone:

Work Address:

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

COMPLAINT INFORMATION

1. Your complaint of sexual harassment is made about:

Name:

Title:

Work Address:

Work Phone:

Relationship to you: ☐ Supervisor ☐ Supervisee ☐ Co-Worker ☐ Other (please specify)

2. Please describe what happened and include as many details as possible. You may use additional sheets of paper if necessary. If you have any relevant documents, please include them. .

3. Date(s) sexual harassment occurred:

Is the sexual harassment continuing? ☐ Yes ☐ No

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

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

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

This is not required, but if you have retained legal counsel and would like us to work with them, please provide their contact information.

Signature: _____

Date: _____