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*New Hyde Park*

**EMPLOYEE HANDBOOK**

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## **INTRODUCTION**

### **WELCOME TO THE INN AT NEW HYDE PARK!**

We wish to extend a warm welcome to you as you join The Inn at New Hyde Park. We want you to feel that your association with the company will be a mutually beneficial and pleasant one.

### **BACKGROUND / HISTORY**

It is our intention to select qualified, motivated applicants who will contribute to the success of our company. We believe in the importance of interpersonal relations and we are committed to provide all of our staff with a positive work environment and leadership which unites staff and generates enthusiasm for The Inn at New Hyde Park.

The Company started.....as a Long Island landmark since the turn of the century. Originally Known as Robert Kalweit's Grand Central Hotel and Dance Hall, the building served as a rest stop for both farmers and travelers journeying along Jericho Turnpike. At that time, Jericho Turnpike was considered the main shipping route for "Long Island's" abundant fruits, vegetables and flowers. In the 1930's the establishment went through a series of operators and uses; it even served as a speakeasy during Prohibition. In 1939 the building was purchased after lying vacant for 17 months and re-opened by Willy and Rita Rueck and named the New Hyde Park Inn. The Rueck families had been restaurateurs and Innkeepers for over 100 years in Germany and set out to re-establish it as the social gathering place for the neighboring community. The first major renovation occurred in 1950. In 1970 the old dance hall, built circa 1900, was torn down so that a larger ballroom (now called the Gable) could be built to accommodate the weddings, anniversaries and social events of New Hyde Park and surrounding villages. In 2005 it was purchase by Roger, Reid and Ronald Sakowich of Sakowich Plumbing and longtime residents of New Hyde Park. Neil Brogan joined the company in 2005 as the Chief Financial Officer who also is a long-time resident of New Hyde Park. Stephen Giordanella joined us as partner in 2010 and in 2013 became Managing Partner. In 2012 Cynthia Pesce a graduate in Hotel and Restaurant management joined us as the Director of Sales. After moving up the ranks in 2014, she was appointed to serve as the General Manager of the Inn. Many renovations and improvements were made in 2007. A new ballroom (the Georgian) was added and it now has ---private banquet rooms of varying sizes, and a restaurant called the Brasserie. During this time, it was re-named The Inn at New Hyde Park. Today the Sakowich and Giordanella Families continue the tradition as does a qualified staff of professionals. Thank you for joining our family!

## **MISSION STATEMENT**

Our purpose is to distinguish ourselves as a leader in the catering/restaurant industry of Long Island. To achieve this, we will strive to provide excellent services that will surpass the expectations of each client. This objective will drive us toward innovation and creativity in all areas of the catered event or dining experience, with special emphasis on distinctive and delicious culinary selections, attention to detail and outstanding service. The Inn at New Hyde Park will support a working environment grounded in consistent communication so that all employees and business associates are empowered and encouraged to perform continuously at their highest possible level of job satisfaction. To this end, we encourage the creation of unique and cutting-edge menus, products and presentations that exceed our client's expectations. The Inn at New Hyde Park will always act with integrity in all matters!

## **HANDBOOK PURPOSE**

This Employee Handbook is presented as a matter of information and has been prepared to inform you about the company's philosophy, employment practices, policies, the benefits provided to you as a valued employee, as well as the conduct expected from you. While this handbook is not intended to be a book of rules and regulations, it does include some important guidelines about which you should know. Except for the at-will employment provisions, the Handbook can be amended at any time.

This Employee Handbook will not answer every question you may have, nor would we want to restrict the normal question and answer interchange among us. It is in our person-to-person conversations that we can better know each other, express our views, and work together in a harmonious relationship.

We hope this guide will help you feel comfortable with us. We depend on you – your success is our success. Please don't hesitate to ask questions. Your manager will gladly answer them. We believe you will enjoy your work and your fellow employees here. We also believe you will find The Inn at New Hyde Park a good place to work.

No one other than authorized management may alter or modify any of the policies in this Employee Handbook. No statement or promise by a supervisor, manager, or department head is to be interpreted as a change in policy, nor will it constitute an agreement with an employee.

Should any provision in this Employee Handbook be found to be unenforceable and invalid, such finding does not invalidate the entire Employee Handbook, but only the subject provision.

We ask that you read this guide carefully, become familiar with The Inn at New Hyde

Park and our policies, and refer to it whenever questions arise.

## **EMPLOYMENT**

### **1.0 EQUAL EMPLOYMENT**

It is the established policy of The Inn at New Hyde Park, to provide equal employment opportunities to all qualified persons and to administer all aspects and conditions of employment without regard to race, religion, color, sex, gender, sexual orientation, pregnancy, age, national origin, ancestry, physical or mental disability, medical condition, marital status, ethnicity, alienage or any other protected classification, in accordance with applicable federal, state, and local laws. The Inn at New Hyde Park takes allegations of discrimination, harassment and retaliation very seriously and will promptly investigate when warranted.

Equal employment opportunity includes, but is not limited to, employment, training, promotion, demotion, transfer, leaves of absence and termination.

### **1.1 AT-WILL NOTICE**

The contents of the Employee Handbook are presented as a matter of information. While this Handbook is not intended to be a book of rules and regulations it does include some important guidelines, which you should know. Except for the at-will employment provisions, the Handbook can be amended at any time. The Handbook, the plans, policies, and procedures described herein, and the language used herein, are not intended to create, or is it to be construed to constitute, a contract between The Inn at New Hyde Park and any or all of its employees. Likewise, neither is this Employee Handbook, the plans, policies and procedures described herein, nor the language used herein, intended to be or is, a guarantee or promise of employment or continuing employment.

You are not hired for any definite or specified period of time even though your wages are paid regularly. You are an “at-will” employee of The Inn at New Hyde Park and your employment can be terminated at any time, with or without cause and with or without prior notice. Company policy requires all employees to be hired “at-will” and this policy cannot be changed except by a written document signed by you and an Officer of the company. There have been no implied or verbal agreements or promises to you that you will be discharged only under certain circumstances or after certain procedures are followed. There is no implied employment contract created by this Handbook or any other company document or written or verbal statement or policy.

### **1.2 ANNIVERSARY DATE**

The employee’s date of hire is his or her official employment anniversary date.

### **1.3 IMMIGRATION LAW COMPLIANCE**

All individuals hired by The Inn at New Hyde Park will be required to establish and certify their identity and right to work in the United States. Each individual employed by the company will be required to produce, within three (3) days, proof of his/her identity and eligibility to work in the United States. Each individual hired by The Inn at New Hyde Park will be required to certify on E-Verify and the appropriate Form I-9 his / her identity and right to work in the United States.

### **1.4 INTRODUCTORY PERIOD**

Your first ninety (90) days of employment at The Inn at New Hyde Park are considered an introductory period. This introductory period will be a time for getting to know your fellow employees, your manager and the tasks involved in your job position, as well as becoming familiar with the company's products and services. Your manager will work closely with you to help you understand the needs and processes of your job.

This introductory period is a try-out time for both you, as an employee, and The Inn at New Hyde Park as your employer. During this introductory period, The Inn at New Hyde Park will evaluate your suitability for employment, and you can evaluate the company as well. At any time during this first ninety days, you may resign. If, during this period, your work habits, attitude, attendance, performance, or other relevant factors do not measure up to our standards, we may release you.

At the end of the introductory period, your manager will discuss your job performance with you. During the course of the discussion, you are encouraged to give your comments and ideas as well.

Please understand that completion of the introductory period does not guarantee continued employment for any specified period of time, nor does it require that an employee be discharged only for cause. Please also understand that completion of the introductory period does not imply that you now have a contract of employment with The Inn at New Hyde Park, other than at-will. Completion of the introductory period does not alter the at-will employment relationship.

A former employee who has been rehired after a separation from the company of more than one year is considered an introductory employee during their first 90 days following rehire.

## **1.5 PERSONNEL RECORDS**

The Inn at New Hyde Park will maintain various employment files while you remain an employee of the company. Examples of these files are: Your personnel file, your attendance file, your I-9 file/E-verify and files for medical purposes. If you should have any changes with respect to personal information, such as a change in your home address and telephone number, cellular number or a change of name, you are required to notify your supervisor and the human resources department, so the appropriate changes can be made in your files.

Your files have restricted access. You and management or the human resources department, may have access. In the event that you wish to review your personnel file, you must do so in the presence of management and the human resources manager. You may review your personnel file by making a written request to management and or the human resources manager. The written request will become a permanent part of your file.

## **1.6 EMPLOYEE REFERENCES**

The Inn at New Hyde Park makes strict provision regarding information provided to people outside the company for current and former employees. This information is restricted to the employment dates and positions held in the company for that person. This is done to protect the company and its employees. This information will only be released by authorized management. If you are contacted regarding a professional reference for a current or former employee, please refrain from commenting. All references should be directed to the Human Resource department.

## **1.7 TRANSFERS**

Management reserves its right to place you where and in whatever jobs it deems necessary. All job transfers, job changes, reassignments, promotions or lateral transfers are at the discretion of The Inn at New Hyde Park.

## **1.8 EMPLOYMENT OF RELATIVES**

The Inn at New Hyde Park does not have a general prohibition against hiring relatives. However, a few restrictions have been established to help prevent problems of safety, security, supervision and morale.

While we will accept and consider applications for employment from relatives, close family members such as parents, grandparents, children, spouses, brothers and sisters, or in-laws, generally may not be hired into positions where they have access to sensitive information regarding a close family member, or if there is an actual or apparent conflict of interest.



## **1.9 SENIORITY**

Seniority is your length of continuous service commencing on the date of hire at The Inn at New Hyde Park. Should you leave the company's employ and subsequently be rehired, seniority will begin as a new employee on the date of rehire. Seniority does not accrue during leaves of absence without pay or leaves of absence that exceed thirty (30) calendar days, except for paid vacations.

## **EMPLOYMENT POLICIES**

### **2.1 ABSENCES, LATE ARRIVALS, AND EARLY DEPARTURES**

All hourly employees are only paid for the hours they actually work. If an employee is scheduled for a shift and misses their shift for whatever reason or the party they were scheduled for is canceled, they will not be paid for that shift. In the event that the employee is scheduled for a shift and the party is cancelled, management at the Inn at New Hyde Park will make every effort to reschedule said employee to a different party but there will be no guarantee of work.

Employee lateness is frowned upon, if an employee arrives late for a shift more than three times in one month, the employee will be subject to a formal documented suspension. Continued late arrival after a formal documented suspension has occurred may result in employee termination.

Employees may be granted an early dismissal at the authority of the Maître D or Manager. Employees are asked to keep request for early dismissals to a minimum as continued requests for early dismissals may result in loss of shifts or a formal documented suspension followed by employee termination.

In the event that an employee will be absent, arrive late or depart early, they are asked to give fair notice and a legitimate excuse as to the reason for their scheduling conflict. The preferred time frame that an employee is expected to notify management of any scheduling conflict is 24 hours before the start of the shift they have the conflict with. In the case of an emergency, notice may be given up to 30 minutes before the start of an employee's shift provided written proof for the conflict is given. Failure to notify management of any scheduling conflict that results in the employees being absent, arriving late or departing early will result in a formal documented suspension. If the employee continues to fail to notify management of any scheduling conflict that results in the employees being absent, arriving late or departing early the employee will face possible termination.

## **2.2 TRAINING/ONBOARDING**

All employees will be provided with appropriate training on an ongoing basis to conduct their respective jobs to the required satisfaction of Management. Certain positions require Federal, State, and or local licensing. It is the employees' responsibility to fulfill those requirements throughout the tenure of their employment.

A copy of all mandatory certifications will be kept on file with the Inn at New Hyde Park and made available to outside agencies upon request and within legal parameters.

## **2.3 UNIFORMS**

Most positions at the Inn at New Hyde Park require a specific Uniform as part of daily work performance. It is the employees' responsibility to always be in a clean and presentable uniform as their position dictates. Please see the addendum for specific Uniform policy and guidelines for your specific position.

## **CONDUCT AND BEHAVIOR**

### **3.0 GENERAL GUIDELINES**

Orderly and efficient operation of The Inn at New Hyde Park requires that employees maintain proper standards of conduct and observe certain procedures. These guidelines are provided for informational purposes only and are not intended to be all-inclusive. Nothing herein is intended or shall be construed to change or replace, in any manner, the "at-will" employment relationship between The Inn at New Hyde Park and you. The Inn at New Hyde Park views the following as inappropriate behavior:

- (1) Negligence, carelessness or inconsiderate treatment of company clients and / or their matters / files.
- (2) Theft, misappropriation, or unauthorized possession or use of property, documents, records or funds belonging to the company, or any client or employee; removal of same from company premises without authorization.
- (3) Divulging confidential information, of any kind, to any unauthorized person(s) is prohibited.
- (4) Obtaining unauthorized confidential information pertaining to clients or employees.
- (5) Changing or falsifying client records, company records, personnel or pay records, including time sheets without authorization.
- (6) Willfully or carelessly damaging, defacing or mishandling property of a client, the company or other employees.
- (7) Taking or giving bribes of any nature, or anything of value, as an inducement to obtain special treatment, to provide confidential information or to obtain a position.

- Acceptance of any gratuities or gifts must be reported to management.
- (8) Entering company premises without authorization.
  - (9) Willfully or carelessly violating security, safety, or fire prevention equipment or regulations.
  - (10) Unauthorized use of a personal vehicle for company business.
  - (11) Rude, discourteous, or un-business-like behavior; creating a disturbance on company premises or creating discord with clients or fellow employees; use of abusive language.
  - (12) Insubordination or refusing to follow instructions of the immediate supervisor or management; refusal or unwillingness to accept a job assignment or to perform job requirements.
  - (13) Failure to observe scheduled work hours, failure to contact supervisor in the event of illness or any absence within thirty (90) minutes of the scheduled start of work; failure to report to work when scheduled; unauthorized or excessive use of sick leave or any other leave of absence.
  - (14) Leaving the office during scheduled work hours without permission; unauthorized absence from assigned work area during regularly scheduled work hours.
  - (15) Sleeping or loitering during regular working hours.
  - (16) Recording time for another employee or having time recorded to or by another employee.
  - (17) Use or possession of intoxicating beverages or illegal use or possession of narcotics or drugs, on company premises during working hours or reporting to work under the influence of intoxicants or drugs so as to interfere with job performance.  
Unauthorized possession of a weapon on company premises.
  - (18) Gambling on company premises.
  - (19) Soliciting, collecting money, vending, and posting or distributing bills or pamphlets on company property. These activities are closely controlled in order to prevent disruption of company services and to avoid unauthorized implication of company sponsorship or approval. However, this general rule is not intended to hinder or in any way curtail the rights of free speech or free expression of ideas. Therefore, such activity by employees during non-working time, including meal and rest periods, is not restricted so long as such activity does not interfere with the orderly and regular conduct of the company business, is lawful, in good taste, conducted in an orderly manner, and does not create safety hazards or violate general good housekeeping practices. Any person who is not an employee of The Inn at New Hyde Park is prohibited from any and all forms of solicitation, collecting money, vending, and posting or distributing bills or pamphlets on company property at all times.
  - (20) Falsification of one's employment application, medical or employment history.
  - (21) Unlawful or un-business-like conduct, on or off company premises, which adversely affects the company services, property, reputation or goodwill in the community, or interferes with work.

### **3.1 ANTI-HARASSMENT**

The Inn at New Hyde Park affirms its commitment to provide a work environment free from intimidation and harassment. Abuse of the dignity of anyone through ethnic, racist or sexist slurs or through other derogatory or objectionable conduct is offensive employee behavior. If you harass another employee of the company or applicant to the company because of race, religion, creed, color, national origin, ancestry, physical or mental disability, medical condition, marital status, sex, age, or any other protected classification, in accordance with applicable federal, state, and local laws, you will be subject to disciplinary action, including discharge. Likewise, if you feel you have been the object of harassment or intimidation based upon the, you are to advise your supervisor, follow the normal open-door policy or, in the event of sexual harassment, institute the procedure indicated below.

Sexual harassment is a form of sex discrimination, which includes gender-based harassment of a person of the same sex as the harasser. It is the express policy of The Inn at New Hyde Park that sexual harassment of employees or applicants, by you or representatives of the company are unacceptable and will not be tolerated. Unwelcome or unwanted sexual advances, requests for favors or other visual, verbal or physical conduct will be deemed sexual harassment when:

- (1) Submission to such conduct is explicitly or implicitly a condition of employment;
- (2) Submission to or rejection of such conduct is used as the basis of employment decisions; and
- (3) Such behavior has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

Whether an action or incident is a purely personal, social relationship without a discriminatory employment effect requires a factual determination. The Inn at New Hyde Park further recognizes that allegations of this type of discrimination may have serious effects on innocent women and men. Therefore, The Inn at New Hyde Park has devised two procedures to process a sexual harassment complaint. First, the normal complaint procedure as set forth herein may be utilized. Second, if the employee desires confidentiality, the following procedure may be requested:

- (1) Any employee who believes he or she has been the subject of sexual harassment should report the alleged act(s) promptly (within two working days) to a member of Management or Human Resources Department, giving details as related to the complaint.
- (2) Management or the Human Resources Department, upon receipt of the complaint, shall take immediate and appropriate actions. Confidentiality is mandatory to the maximum extent possible.
- (3) Following the investigation of the complaint, no retaliation is permitted, regardless of the outcome of the investigation. The Inn at New Hyde Park, in no way, shall treat the

employee who filed the complaint differently than other employees are treated nor change his or her prior-to-the-complaint treatment. If it is determined that the employee lied, disciplinary action will be necessary. This may include written warning and / or suspension, and / or discharge. If the offender is a supervisor he / she may be demoted.

### **3.2 COMPLAINT PROCEDURE**

The Inn at New Hyde Park subscribes to the open-door policy. You may bring a particular complaint to your supervisor for resolution. When matters cannot be handled on an informal basis, The Inn at New Hyde Park has established a formal procedure for a fair review of any work-related controversy, dispute or misunderstanding. A complaint may be brought by one or more employees concerning any work-related problem where the complaint has not been satisfactorily resolved in an informal manner.

Step 1 - The complaint must be submitted in writing to Management or the Human Resources Department within Five (5) working days of the incident. A written request for a meeting must be submitted simultaneously. Generally, a meeting will be held within three (3) working days of the employee's request depending upon scheduling availability. Witnesses will be allowed as necessary. If the problem is not resolved during this meeting Management or the Human Resources Manager will give the employee a written resolution within three (3) working days. If the employee is not satisfied, the employee may proceed to Step 2.

Step 2 - If the employee is not satisfied after Step 1, the employee may submit a written request for review of the complaint and Step 2 solution to the General Manager. Such a request must be made within Five (5) working days following the receipt of the Step 1 resolution. The Management or Human Resources Department will review the complaint and proposed solution and may call a further meeting to explore the problem. This meeting is to be attended by the employee concerned, the employee's immediate supervisor, and any other employee of The Inn at New Hyde Park whom the aggrieved employee chooses. The Management or Human Resources Manager will render the final decision within ten (10) working days after receiving the Step 2 request, assuming scheduling availability. The decision will be given to the employee in writing and will become part of the employee's personnel file.

Any Manager (s) complaints, disputes or misunderstandings will be handled by the General Manager.

### **3.3 CORRECTIVE ACTION**

A high level of job performance is expected of you. In the event that your job performance does not meet the standards established for your position, you should seek assistance from your Supervisor to attain an acceptable level of performance. If you fail to respond to or fail to make positive efforts toward improvement, corrective action may ensue, including termination of employment.

It is the policy of The Inn at New Hyde Park to regard discipline as an instrument for developing total job performance rather than as punishment. Corrective action is one tool the company may select to enhance job performance. The Inn at New Hyde Park is not required to take any disciplinary action before making an adverse employment decision, including discharge. Corrective action may be in the form of a written or oral reprimand, notice(s) of inadequate job performance, suspension, discharge or in any combination of the above, if the company so elects. The Inn at New Hyde Park reserves its prerogative to discipline, and the manner and form of discipline, at its sole discretion.

If you violate established company procedures, guidelines, or exhibit behavior that violates commonly accepted standards of honesty and integrity or creates an appearance of impropriety, The Inn at New Hyde Park may elect to administer disciplinary action.

## **COMPENSATION**

### **4.0 PAY PERIODS**

The designated pay period for all employees is weekly. Generally, the pay period extends from Monday through Sunday.

Paychecks are distributed on Friday after 3:00 p.m. of each week. Except as otherwise provided, if any date of paycheck distribution falls on a holiday, you shall be paid on the preceding scheduled workday.

Compensation may also be received in the form of Direct Deposit. Provide the Human Resources/Payroll Department with your personal banking information and your wages will go directly into your bank account as scheduled above.

### **4.1 PAY ADJUSTMENTS**

All pay increases are based upon merit and market factors. There may not be an automatic annual cost of living or salary adjustment to reflect current economic conditions.

### **4.2 OVERTIME**

The Inn at New Hyde Park complies with all applicable federal and state with regard to payment of overtime work.

Employees are required to work overtime when assigned. Any overtime you work must be authorized by management, in advance. Working unauthorized overtime or refusal or unavailability to work overtime is not acceptable work performance, subject to discipline including but not limited to termination.

### **4.3 PERFORMANCE EVALUATION**

You may receive an appraisal of your job performance upon the completion of one year of employment. This evaluation will be both written and oral. Reviews will be done annually with employee at the discretion of management.

If in this appraisal you are given an evaluation sheet or other written document, you will be required to sign it. Your signature does not necessarily indicate that you agree with all the comments, but merely that you have had the opportunity to examine the evaluation and fully discuss the contents of it with your supervisor. The completed and signed evaluation form will be placed in your personnel file. You will receive a copy of the performance evaluation.

The results of each employee's evaluation can influence their rate of pay, hours worked, as well as their opportunity for any advancement within The Inn at New Hyde Park. Each evaluation will provide reasons and explanations for the thought that went into the evaluation, along with suggestions for improvement, if any. Because pay increases are based on merit, the performance evaluation is an important element in the merit review. In addition to the formal annual review, informal counseling sessions may be conducted from time to time.

### **4.4 PROMOTIONS**

The Inn at New Hyde Park is most interested in providing maximum opportunity for your advancement within the company if advancement opportunities are available. Of course, the company retains sole discretion to determine the factors to be applied in any promotion decision, and the relative weight of the factors.

### **4.5 DEMOTION**

Demotion is a reduction in responsibility usually accompanied by a reduction in salary. If a demotion occurs, you may maintain your seniority with the company.

### **4.6 WORK ASSIGNMENTS**

In addition to specific duties that may accompany an individual's job responsibilities, each job also includes "and other assigned duties." From time to time, you may be required to perform duties or tasks of a fellow employee who is absent or for a position that is temporarily vacant. You will be compensated at your regular rate of pay while performing other assigned duties on a temporary basis.

#### **4.7 MILEAGE REIMBURSEMENT**

The Inn at New Hyde Park will reimburse employees at the business standard mileage rate per IRS requirements 56 cents for miles traveled by the employee in the employee's car, while doing company business traveling to and returning from clients, meetings, etc. Mileage reimbursement is subject to change at managements discretion.

#### **5.1 VACATION, SICK & PERSONAL DAYS**

All full-time regular employees generally working at least forty hours per week will accrue paid time according to the following schedule. Employees normally working less than full time will have their time accrual prorated to reflect the percentage of the full week that is worked.

**Vacations will be tracked on an annual basis**

**No vacation in the first year**

**Vacation can be taken in the second year**

*Example: If an employee starts 1/1/18, they will receive no 2018 vacation. Their first vacation will be available in 2019 for 2019.*

**If an employee starts at 7/1/18, they will be able to take vacation at 7/1/19. For the 2019 year they will get one week after their**

**7/1/19 anniversary date. In 2020, they can take 2 weeks for the 2020 year.**

**If a vested employee leaves mid-term they are entitled to a pro rata formula:**

**(Numbers of months worked divided by 12 months x 10 days less days already taken)**

*Example - Employee resigns effective 4/30/2018. They used one vacation day already.*

*4 mos. / 12 mos. x 10 days - one day taken*

*4/12x10-1*

*2.33 days owed*

**Vacation days accrue for vested employees @ .1923 days per week (.1923 days x 52 weeks = 10 vacation days**



**Vacation/Personal/Sick Vesting Schedule:**

<b>Employment Years</b>	<b>Vacation Time Earned</b>
Years Two through Five	5 Days / 10 Days <small>determined by employment status and manager.</small>
Years Six and beyond	15 Days <small>determined by employment status and manager.</small>
<b>Employment Years</b>	<b>Personal or Sick Time Earned</b>
Years One through Five	5 Days <small>determined by employment status and manager.</small>

Vacation Time begins to accrue after 1 year of employment and accrues on a monthly basis.

Time provides a break beneficial to both The Inn at New Hyde Park and the employee. Therefore, employees are encouraged to take time annually. Employees are not paid wages in lieu of unused vacation time. All accrued vacation not taken at the time an employee leaves employment will be paid upon departure.

Vacations need to be scheduled and approved with the appropriate manager with sufficient notice so as to not disrupt the workplace. A completed vacation request form must be provided to the human resources department.

## 5.2 MATERNITY LEAVE

The Inn at New Hyde Park is family friendly and allow employees unpaid leave. Maternity Leave options are available at the discretion of management. Please see below the Family Medical Leave Act (FMLA) standard three months of unpaid leave entitlement.

## 5.3 FAMILY MEDICAL LEAVE ACT

The federal Family & Medical Leave Act of 1993 (FMLA) as amended in 2008 requires employers with 50 or more employees to provide eligible employees with unpaid leave. The following provides a general overview of two types of leave available, including the basic 12-week leave entitlement (Basic FMLA Leave), as well as the military family leave entitlements (Military Family Leave) described in this policy. (Note: Employees with any further questions about their eligibility for FMLA leave should contact [Office Manager / HR Representative / CFO] for more information.)

Employees are eligible for FMLA leave if they:

1. Have worked for the company for at least 12 months in the last 7 years;
2. Have worked at least 1,250 hours for the company during the 12 calendar months immediately preceding the request for leave; and
3. Are employed at a work site that has 50 or more employees within a 75-mile radius.

Basic FMLA Leave. Employees who meet the eligibility requirements described above are eligible to take up to 12 weeks of unpaid leave during any 12-month period for one of the following reasons:

1. To care for the employee's son or daughter during the first 12 months following birth; Family leave refers to the time you spend caring for our baby after he or she arrives. The Family and Medical Leave Act (FMLA) of 1993 grants all parents (including dads and adoptive parents) the same unpaid 12 weeks. You can begin the 12 weeks before you give birth, but then you'll have less time afterwards.
2. To care for a child during the first 12 months following placement with the employee for adoption or foster care;
3. To care for a spouse, son, daughter, or parent ("covered relation") with a serious health condition;
4. For incapacity due to the employee's pregnancy, prenatal medical or child birth; or
5. Because of the employee's own serious health condition that renders the employee unable to perform an essential function of his or her position.

Military Family Leave. There are two types of Military Family Leave available:

1. *Qualifying exigency leave.* Employees meeting the eligibility requirements described

above may be entitled to use up to 12 weeks of their Basic FMLA Leave entitlement to address certain qualifying exigencies. Leave may be used if the employee's spouse, son, or daughter, is on active duty or called to active duty status in the National Guard or Reserves in support of a contingency operation. Qualifying exigencies may include:

- o Short-notice deployment (up to 7 days of leave)
  - o Attending certain military events
  - o Arranging for alternative childcare
  - o Addressing certain financial and legal arrangements
  - o Periods of rest and recuperation for the service member (up to 5 days of leave)
  - o Attending certain counseling sessions
  - o Attending post-deployment activities (available for up to 90 days after the termination of the covered service member's active duty status)
  - o Other activities arising out of the service member's active duty or call to active duty and agreed upon by the company and the employee
2. *Leave to care for a covered service member.* There is also a special leave entitlement that permits employees who meet the eligibility requirements for FMLA leave to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has been rendered medically unfit to perform his or her duties due to a serious injury or illness incurred in the line of duty while on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

After the leave, the employee must be restored to the same or essentially-same position held before the leave. Health care benefits will be maintained during the leave.

#### **5.4 TEMPORARY DISABILITY LEAVE**

The Inn at New Hyde Park recognizes that a temporary disability may preclude your attendance at work. In such cases, the company does not have a predetermined specified period in which this unpaid leave is granted. Rather, The Inn at New Hyde Park will attempt to reasonably accommodate your needs as well as the needs of the company. If a leave is granted, any extensions will be subject to the same considerations.

Your request for a temporary disability leave must be in writing. That request should be accompanied by a doctor's statement identifying the temporary disability, the date and the estimated date of return and, where appropriate, diagnosis and prognosis. At any time during a temporary leave, Management may request that you furnish a written statement(s) of your health. Prior to returning to employment with the company, you will be required to submit

written medical certification of your ability to work, including any restrictions. Upon your return to work, if you qualify, you will be reinstated to your former position or one that is substantially the same, depending upon the availability of any position at that time.

The Inn at New Hyde Park observes and complies with all federal and state medical leave regulations that pertain to our employees. This includes the federal Family Medical Leave Act and any state FMLA provisions that might apply.

Any unused accrued sick leave shall be used prior to the effective date of the temporary disability leave except for pregnancy disability leave. You may request payment of any vested, but unused paid vacation time prior to the effective date of the temporary disability leave.

## **5.5 MEDICAL INSURANCE**

All full-time regular employees are entitled to medical benefits under the company's medical plan as well as supplemental insurance, as may be in effect from time to time. The Inn at New Hyde Park reserves the right to change or terminate medical plans or other benefits at any time.

New full-time employees joining The Inn at New Hyde Park will be eligible for medical coverage (90) days from the date of employment and for supplemental insurance (180) days from the date of employment. Please see the benefits supplement for details.

## **5.6 CONTINUATION OF BENEFITS**

Under the federal Consolidated Omnibus Budget Reconciliation Act (COBRA), employees may be allowed to continue their health insurance benefits, at the employee's expense, for up to 18 months after either voluntary or involuntary termination.

To qualify for COBRA continuation coverage, an employee must have a qualifying event that causes the employee to lose group health coverage. Please see the benefits supplement for details.

## **5.7 MILITARY LEAVE**

If you are on an extended military leave of absence, you are entitled to be restored to your previously held position or similar position, if available, without loss of any rights, privileges or benefits provided you meet the requirements specified in the Uniformed Services Employment and Reemployment Rights Act (USERRA).

An employee who is a member of the reserve corps of the armed forces of the United States or of the National Guard or the Naval Militia will be granted temporary leave of absence without pay while engaged in military duty as required by state employment law. A letter from

your commanding officer is required to establish the dates of duty.

### **5.8 JURY SERVICE LEAVE**

If you are summoned to report for jury duty, you will be granted a leave of absence without pay when you notify and submit a copy of the original summons for jury duty to your supervisor. An employee will only be paid \$40.00 per day for each of the first three days of service. If a juror's daily wage is less than \$40.00, the state will pay the difference between the juror's daily wage and the \$40.00 fee for the first three days. The Inn at New Hyde Park reserves the right to request that you seek to be excused from or request postponement of jury service if the absence from work would create a hardship to the company.

Any fees received for jury duty, including travel fees, are to be retained by you. You are to report to work on any day, or portion thereof that is not actually spent in the performance of jury service. For each week of jury duty, a certificate of jury service shall be certified by the Court and filed with The Inn at New Hyde Park the following week.

### **5.9 WITNESS LEAVE**

If you are requested to serve as a witness on behalf of the Inn at New Hyde Park, you will be granted a witness leave at regular pay for such time as it is necessary to comply with the request. Paid witness leave shall not be granted to an employee subpoenaed as an expert witness, as a party in a case, or as a lay witness other than as delineated above.

### **5.10 VOTING LEAVE**

If you cannot vote because of your scheduled work hours, you will be given up to two hours to vote in any state or federal election. The two hours shall be compensated at your regular rate of pay.

### **5.11 BEREAVEMENT LEAVE**

A full-time employee of The Inn at New Hyde Park may request a leave of absence with pay for a maximum of three (3) consecutive working days upon the death of a member of his or her immediate family. Members of the immediate family are defined as: father, mother, spouse, child, sister, brother, grandmother, grandfather, father-in-law, or mother-in-law.

### **5.12 PERSONAL LEAVE OF ABSENCE**

Once you have been employed as a full-time regular employee of The Inn at New Hyde Park for more than one (1) year, you may request a personal leave of absence without pay. You must submit your request in writing and state the date the leave is to begin, the date of return to work and the reasons for the leave. You will receive either written approval or denial of the

request. If approved, you must use your leave of absence for the approved reason or purpose. Sick leave, vacation time and seniority and other benefits are not earned during an unpaid leave of absence. Any paid holidays that fall within the leave of absence are not paid. If you fail to return to work on the scheduled date of return, you will be considered to have abandoned your position and voluntarily terminated your employment.

### **5.13 TUITION REIMBURSEMENT**

Employees are encouraged to take education and training courses related to their profession. When appropriate, and with prior approval of the company, the office will pay for a portion or all such courses. Reimbursement will be made upon successful completion of any courses or training undertaken. Proof of attendance and any associated transcript or certificate of completion must be furnished to your Manager as part of the reimbursement process

### **5.14 EMPLOYEE REFERRAL PROGRAM**

The Inn at New Hyde Park has devised an incentive system whereby current employee are rewarded with a bonus of \$100.00 if they refer a candidate who is ultimately hired.

The Inn at New Hyde Park requires incentive hires to remain with the firm for at least three months before paying the bonus to the employee who referred the new hire.

## **HEALTH, SAFETY, AND SECURITY**

### **6.1 NON-SMOKING**

Smoking is not permitted in any company buildings, facilities, work sites, or vehicles. Employees wishing to smoke should do so during their break times, outside company buildings, in designated areas, and in accordance with local ordinances.

### **6.2 DRUG AND ALCOHOL**

The Inn at New Hyde Park is dedicated to providing employees with a workplace that is free of drugs and alcohol. The Inn at New Hyde Park discourages drug and alcohol abuse by its employees. The Inn at New Hyde Park has a vital interest in maintaining safe and efficient working conditions for its employees. Substance abuse is incompatible with health, safety, efficiency, and success at the company. Employees who are under the influence of a drug or alcohol on the job compromise company interests, endanger the employee's own health and safety and the health and safety of others, and can cause a number of other work-related problems, including absenteeism and tardiness, substandard job performance, increased workloads for coworkers, behavior that disrupts other employees, delays in the completion of jobs, inferior quality in our products, and disruption of customer relations. Any identified usage of drugs or alcohol, or being under the influence of same during working hours will be grounds for discipline up to and including termination.

For the safety of our employees and clients The Inn at New Hyde Park reserves the right to test any employee for the use of illegal drugs or alcohol. This may be done in cases where the employee's job carries a risk of injury or accident due to such use, or there is an apparent inability to perform the requirements required of that position. Specific jobs may, at the company's discretion, require regular drug testing. Such a test may be conducted after an accident or with probable cause of impairment while on the job. Under those circumstances the employee may be driven to a certified lab, at the company's expense, for the drug test.

Any employee found to use, sell, possess or distribute any illegal or unauthorized drugs (including excessive quantities of prescription or over-the-counter drugs) while on the Company premises, performing Company-related duties, or while operating any Company equipment, is subject to disciplinary action, up to and including termination of employment. Any suspected illegal drug confiscated will be turned over to the appropriate law enforcement agency.

Any employee taking medication should consult a medical professional to determine whether the drug may affect his or her personal safety or ability to perform the essential functions of the job and should advise his or her supervisor of any job limitations. Upon notification of job limitations, the Company will make reasonable efforts to accommodate the limitation.

To the extent any federal, state or local law, rule or regulation limits or prohibits the application of any provision of this policy, then to the minimum extent necessary and only for that geographical area, this policy is deemed to be amended to be in compliance.

### **6.3 REASONABLE ACCOMMODATIONS**

It is the policy of The Inn at New Hyde Park to comply with all the relevant and applicable provisions of the federal Americans with Disabilities Act (ADA), as well as state and local laws concerning the employment of persons with disabilities... The Inn at New Hyde Park will not discriminate against any qualified employee or job applicant because of a person's physical or mental disability with respect to any terms, privileges, or conditions of employment, including but not limited to hiring, advancement, discharge, compensation, and training.

Employees who become disabled should notify administration if the conditions of the disability impair their ability to perform the essential functions of their position. Where necessary and feasible, reasonable accommodations will be made for qualified disabled employees to perform the essential functions of the job in question, as long as the accommodation does not cause the company undue hardship.

All employees are required to comply with safety standards. Applicants who pose a direct threat to the health or safety of other individuals in the workplace, which threat cannot be eliminated by reasonable accommodation, will not be hired. Current employees who pose a direct threat to the health of safety of the other individuals in the workplace will be placed on appropriate leave until a Management decision has been made in regard to the employee's

immediate employment situation.

#### **6.4 SAFETY (PLEASE SEE THE INN AT NEW HYDE PARK HEALTH & SAFETY PREVENTION MANUAL)**

In the event you become injured or witness an injury during your work hours, you are to report it immediately to the nearest available management personnel. You are to render any assistance requested by your management. Any questions asked by law enforcement or fire officials making an investigative report should be answered giving only factual information and avoiding speculation. Liability for personal injury or property damage should never be admitted in answering an investigatory question asked by law enforcement or fire officials. You should report all nonfunctioning hazardous office equipment to your immediate supervisor.

#### **6.5 WORKERS' COMPENSATION**

The Inn at New Hyde Park provides insurance for all work-related injuries or illness. The name of The Inn at New Hyde Park workers' compensation insurance carrier and other pertinent information is posted. The carrier governs all insurance benefits provided by the company. These contracts shall not be limited, expanded or modified by any statements of company personnel or company documents. Any discrepancies shall be determined by reference to the insuring contracts.

#### **6.6 SECURITY**

It is the intent of The Inn at New Hyde Park to provide a safe workplace for employees and to provide a comfortable and secure atmosphere for customers and others with whom we do business.

The Inn at New Hyde Park has zero tolerance for violent acts or threats of violence.

The Inn at New Hyde Park expects all employees to conduct themselves in a non-threatening, non-abusive manner at all times. No direct, conditional or veiled threat of harm to any employee or company property will be considered acceptable behavior. Acts of violence or intimidation of others will not be tolerated. Any employee who commits or threatens to commit a violent act against any person while on company premises will be subject to immediate discharge.

Employees within the company share the responsibility in identification and alleviation of threatening or violent behaviors. Any employee who is subjected to or threatened with violence, or who is aware of another individual who has been subjected to or threatened with violence, should immediately report this information to their supervisor or a member of management. Any threat reported to a supervisor should be brought to the attention of Management and/or the Company's [Office Manager / Human Resources Representative / President]. All reports will be carefully investigated by the [Office Manager / Human Resources



Representative / President], and employee confidentiality will be maintained to the fullest extent possible.

### **6.7 GUNS and WEAPONS**

All firearms and weapons (including but not limited to knives, martial arts equipment, etc.) are strictly forbidden on property. Any exclusions to this policy for work related purposes must be approved by ownership. A record and signed notification will be maintained in the employee's HR file at all times.

## **WORKPLACE GUIDELINES**

### **8.1 HOURS OF WORK**

The standard workday schedule varies from department to department and each individual. You will be given your individual duty hours upon hire and at the time of any change in position.

### **8.2 MEAL PERIODS**

No employee will be scheduled to work more than five (5) consecutive hours in a workday without taking a meal period. In no case may any meal period be waived to shorten an employee's work hours or to be used in lieu of time without pay. Any employee who is scheduled to work not more than six (6) hours in any workday, may, by mutual agreement between The Inn at New Hyde Park and the employee, work without a meal period.

\*Banquet staff will be assessed a price per meal charge based on work shift schedule.

### **8.3 REST PERIODS**

Employees will take a ten-minute rest period during each half of a full workday.

Breastfeeding. In recognition of the well documented health advantages of breastfeeding for infants and mothers and as part of our family-friendly policies and benefits, The Inn at New Hyde Park provides a supportive environment to enable breastfeeding employees to express their milk during work hours. Discrimination and harassment of breastfeeding mothers in any form is unacceptable and will not be tolerated at the Inn at New Hyde Park.

The Inn at New Hyde Park may require medical certification to support the stated intent of this policy. If you have any questions, please contact your [Supervisor/Human Resources Manager / The Inn at New Hyde Park CFO].

## **8.4 ATTENDANCE / TARDINESS**

Your attendance is vital to the ongoing operation of the Inn. Unsatisfactory attendance, including tardiness and leaving work early, is unacceptable performance. You will be rated in your performance appraisal in the categories of attendance and punctuality.

If you are ill, injured or an emergency arises which prevents you from coming to work, you must notify your supervisor no later than thirty (30) minutes after the start of your scheduled work day. If your supervisor is not available, you should contact a member of management. If you are physically unable to contact the company, you should direct another person to make the contact on your behalf. Leaving a message with a fellow staff employee or with the answering service is not considered proper notification.

When you call in absent, you are to advise your supervisor at The Inn At New Hyde Park of your expected date of return. Management reserves the right to require proof of illness, injury or accident, including a doctor's statement(s) or notice(s), for any temporary disability.

Repeated absences, excessive absences (excused or unexcused) or a pattern of absences are unacceptable job performance. If you are absent for three (3) consecutive days and have not provided proper notification, The Inn at New Hyde Park will assume that you have abandoned your position and you may be treated as having voluntarily terminated your employment with the company.

If you become ill at work, notify your supervisor immediately. If you are unable to perform your job task, you will be either sent to a doctor or your home. You will be paid only for time actually worked and may receive paid sick time if eligible.

You shall be at your workstation, prepared to begin work at the start of your scheduled work time or resumption of your work duties. If you are not, you will be considered tardy. Excessive tardiness, whether excused or unexcused, constitute unacceptable work performance. The Inn at New Hyde Park does not categorize tardiness as excused or unexcused. If you are tardy, your wages will be reduced by the amount of time you are tardy, calculated in whole minutes according to the company's clock.

All absences are to be arranged for as far in advance as possible. This includes vacations and time off for other reasons. If a doctor or dental appointment must be scheduled during the workday, it should be scheduled as early in the morning or as late in the afternoon as possible.

## **8.5 PERSONAL APPEARANCE- [SEE EMPLOYMENT POLICIES SECTION FOR UNIFORM POLICY PROVIDED BY THE INN AT NEW HYDE PARK]**

The Inn at New Hyde Park is a professional business based on the trust and goodwill it engenders from its clients. In addition to providing excellent services, clients only do business

with the company if they are also treated with courtesy, patience and appropriate deference. You are to treat all clients with the utmost courtesy. You will be evaluated in your performance appraisal in this category.

Since clients tend to think in terms of the individual employees with whom they come in contact with at The Inn at New Hyde Park, the way you perform your job and treat the individual client will determine, in part, the client's satisfaction with the company. A good employee will approach his / her job duties and responsibilities with a positive attitude and respect. A neat personal appearance and good grooming habits reflect respect for yourself and your workplace.

Expensive clothing is not necessary for a well-groomed appearance. You are to wear clothing appropriate for a professional business office. If you have any questions, you should contact your supervisor for counseling.

**For Kitchen, Banquet, Operations and Support staff a specific set of guidelines will be provide to you prior to your first day of work.**

## **8.6 CONFIDENTIALITY**

The rule of thumb to remember is that all information gathered by, retained or generated by The Inn at New Hyde Park is confidential. There shall be no disclosure of any confidential information to anyone outside the company without the appropriate authorization.

It is your duty and responsibility to safeguard all confidential information. This includes the dissemination of information by any available means, including but not limited to telephone, fax and e-mail. When any inquiry is made regarding an employee or any former employee, the inquiry must be forwarded to your supervisor without comment on your part. When any inquiry is made regarding any client, the inquiry must be forwarded to management.

Confidential information shall be disclosed and/or discussed only on a "need to know" basis. Conversation of a confidential nature must never be held within earshot of the public or clients.

## **8.7 BUSINESS GIFTS**

We want at all times to avoid the appearance of impropriety in the acceptance of gifts from business contacts or clients. It is the express policy of The Inn at New Hyde Park that you are prohibited from, either directly or indirectly, asking, demanding, exacting, soliciting, or seeking, anything of value for yourself or for any other person or entity.

It is the express policy of The Inn at New Hyde Park that you are prohibited from, either directly or indirectly, accepting, receiving, or agreeing to receive anything of value for yourself or for any other person or entity (other than your pay check from the company) for or in connection with any transaction or business of The Inn at New Hyde Park that has a value of

\$200 or more. If you are promised, offered, or given anything of value from any member, perspective member, customer, or perspective customer for or in connection with any transaction or business of the company, you are to advise your immediate supervisor at once.

### **8.8 CONFLICT OF INTEREST**

The Inn at New Hyde Park is judged by the collective and individual performance of its officers and employees. The Inn at New Hyde Park has an interest in preserving its reputation and the reputation of its employees for the utmost honesty and integrity. Thus, The Inn at New Hyde Park holds itself and its employees to the highest standards of lawful and ethical conduct.

Therefore, you must be very careful that your relationship with clients or vendors or other activities do not subject you or the company to question or undue criticism. You must refrain from engaging in any activity that could be in conflict with your status as a The Inn at New Hyde Park employee. This includes the use of your position with the company for personal profit or advantage or entering into transactions or relationships where it may appear you have a conflict of interest, are improperly benefiting from your affiliation with the company, or are violating laws governing fiduciary relationships. Good judgment and common sense are to supplement these provisions to avoid even the appearance of impropriety. To the extent there is a conflict or ambiguity between permissive conduct and that which is not permitted, the latter shall have precedence.

If you question the propriety of a transaction or activity, you should seek guidance from your supervisor or a member of management of The Inn at New Hyde Park. If necessary, you should seek written approval.

### **8.9 OUTSIDE ACTIVITIES**

You may engage in outside employment or personal educational activities during non-working hours, provided that such activities do not interfere with your job performance or constitute a conflict of interest. If the position constitutes a conflict of interest or interferes with The Inn at New Hyde Park position at any time, you may be required to curtail or terminate such activity.

### **8.10 REPORTING IRREGULARITIES**

It is the responsibility of each employee of The Inn at New Hyde Park to report, immediately, any and all irregularities indicating actual or suspected existence of a loss, fraud, embezzlement or similar impairment of company funds or property, or suspicious persons or activity.

If you have actual or constructive knowledge of any irregularity, and do not report it to

your supervisor, you have engaged in unacceptable job performance.

### **8.11 INSPECTIONS / SEARCHES**

Any items or parcels taken out of or off The Inn at New Hyde Park premises or property (or property controlled by the company) are subject to inspection/search. Your desk, workstation, work area, computer terminal, memory, files, etc. and your voice mail are subject to inspection/search at any time. The Inn at New Hyde Park may monitor any telephone conversation you have on company owned or controlled equipment, premises or property. While on company owned or controlled premises or property, your vehicle, meal containers, purse, etc., as well as yourself, are subject to inspection/search. Any inspection/search conducted by the company or its designee may occur at any time, with or without notice.

You are prohibited from placing any passwords or restrictors on any document, computer or computer software without the prior authority of management. Any password or restrictor must be revealed to and maintained by a second authorized source. Removing, changing, deleting or erasing any company information, without the appropriate authorization, is strictly prohibited.

### **8.12 ELECTRONIC ASSETS USAGE**

The Inn at New Hyde Park recognizes that use of the Internet has many benefits for the company and its employees. The Internet and e-mail make communication more efficient and effective. Therefore, employees are encouraged to use the Internet appropriately. Unacceptable usage of the Internet can place the company and others at risk.

The following guidelines have been established for using the Internet and e-mail in an appropriate, ethical and professional manner:

- 1 The Inn at New Hyde Park Internet and e-mail access may not be used for transmitting, retrieving or storing of any communications of a defamatory, discriminatory or harassing nature or materials that are obscene or X-rated. No messages with derogatory or inflammatory remarks about an individual's race, age, disability, religion, national origin, physical attributes or sexual preference shall be transmitted. Harassment of any kind is prohibited.
- 2 Disparaging, abusive, profane, or offensive language; materials that would adversely or negatively reflect upon The Inn at New Hyde Park or be contrary to the company best interests; and any illegal activities – including piracy, cracking, extortion, blackmail, copyright infringement, and unauthorized access to any computers on the Internet or e-mail – are forbidden.
- 3 Copyrighted materials belonging to entities other than The Inn at New Hyde Park may not be transmitted by employees on the company's network. All employees obtaining access to other companies' or individual's materials must respect all copyrights and may not copy, retrieve, modify or forward copyrighted materials,

except with permission or as a single copy to reference only. If you find something on the Internet that may be interesting to others, do not copy it to a network drive. Instead, give the URL (uniform resource locator or "address") to the person who may be interested in the information and have that person look at it on his / her own.

- 4 Do not use the system in a way that disrupts its use by others. This includes excessive dial-in usage, sending or receiving many large files and "spamming" (sending e-mail messages to thousands of users.)
- 5 The Internet is full of useful programs that can be downloaded, but some of them may contain computer viruses that can extensively damage our computers. Be sure to virus-check downloaded files immediately. Instructions on how to check for viruses are available through the IT Support. Also, many browser add-on packages (called "plug-ins") are available to download. There is no guarantee that such will be compatible with other programs on the network and such may cause problems; therefore, please refrain from downloading such plug-ins.
- 6 Each employee is responsible for the content of all text, audio or images that he/she places or sends over the company's Internet and e-mail system. No e-mail or other electronic communications may be sent which hides the identity of the sender or represents the sender as someone else. Also, be aware that the Company's name is attached to all messages so use discretion in formulating messages.
- 7 E-mail is not guaranteed to be private or confidential. All electronic communications are company property. Therefore, The Inn at New Hyde Park reserves the right to examine, monitor and regulate e-mail messages, directories and files, as well as Internet usage. Also, the Internet is not secure so don't assume that others cannot read or possibly alter your messages.
- 8 Internal and external e-mail messages are considered business records and may be subject to discovery in the event of litigation. Be aware of this possibility when sending e-mail within and outside the company.

All company-supplied technology, including computer systems and company-related work records, belong to The Inn at New Hyde Park and not the employee. The company routinely monitors usage patterns for its e-mail and Internet communications. Although encouraged to explore the resources available on the Internet, employees should use discretion in the sites that are accessed.

Since all the computer systems and software, as well as the e-mail and Internet connection, are company-owned, all company policies are in effect at all times. Any employee who abuses the privilege of company-facilitated access to e-mail or the Internet, may be denied access to the Internet and, if appropriate, be subject to disciplinary action up to and including termination.

### **8.13 COMPANY TELEPHONE /CELLULAR USAGE**

The telephones of The Inn at New Hyde Park are to be restricted to business calls for company business. All employees are required to be professional and conscientious at all times when using company phones.

The Inn at New Hyde Park recognizes that there may occasionally be times when personal calls must be made or received during business hours. Such calls must be held to a minimum, however, and must not interfere with the employee's work. In an emergency, an employee can use our phone for outgoing calls. Employees are encouraged to make such calls during their breaks or at lunchtime. In an emergency, an employee can be reached at the Inn at 516-354-7797.

### **8.14 PERSONAL PROPERTY**

We are not liable for lost, misplaced or stolen property. You should take all precautions necessary to safeguard your personal possessions. You should refrain from having your personal mail sent to the company because mail may be automatically opened.

Your work area and any other company property are subject to inspection / search at any time, with or without notice. Desks and office areas are to be kept as neat and organized as possible.

### **8.15 OUTSIDE PRESS INQUIRIES**

Employees are strictly prohibited from speaking to the press regarding any matters directly or indirectly related to the Inn at New Hyde Park. All press Inquiries are to be directed to the General Manager or the CFO.

## **EMPLOYMENT SEPARATION**

### **9.1 RESIGNATION**

Non-exempt employees are requested to provide a minimum of two (2) weeks written notice of their intent to resign. Exempt employees are requested to provide a minimum of four (4) weeks written notice. Your notice of resignation to voluntarily terminate employment with The Inn at New Hyde Park should be submitted to your supervisor or a member of management. An exit interview may be requested by the Human Resources Department.

### **9.2 TERMINATION**

All employment with The Inn at New Hyde Park is "at will" employment. This means that you have not been hired for a specified duration, but that you can terminate your employment, or The Inn at New Hyde Park can terminate your employment at any time, with or without cause, and with or without prior notice. Your at-will employment status can only be changed by

a written agreement between you and the company, signed by both you and an Officer of the company. An exit interview may be requested by the Human Resources Department.

Upon separation of your employment you are to remove your personal possessions. You will be paid for all unused vested vacation time. Upon separation, you are not entitled to severance pay, except at the sole discretion of management. Upon receipt of notification, management has the right to adjust the policy in this paragraph to a short-term agreement at their discretion.

### **9.3 RETURN OF COMPANY PROPERTY**

Any company property issued to employees including, but not limited to computer equipment, keys, tools, radios and accessories, uniform supplies or company credit cards, must be returned to The Inn at New Hyde Park at the time of termination. Employees will be responsible for any lost or damaged items.

## **MISCELLANEOUS**

### **10.1 AUTOMOBILE ACCIDENT**

If you are involved in an automobile accident while on company business (personal or company car) you must report the accident to your supervisor immediately. You should request and obtain a police report and police investigation at the scene of the accident.

You are not to drive a personal vehicle for company business unless authorized to do so. If your job requires you to operate your personal vehicle, you shall be required to submit proof of a current and valid state driver's license.

If you use your own vehicle, either by authorization or requirement, to carry out the business of The Inn at New Hyde Park, you must submit a photocopy of the cover page of your insurance policy covering that vehicle as proof of that insurance. Insurance must be maintained current as a term and condition of continuing employment for that particular position.

### **10.2 PARKING**

The Inn at New Hyde Park does not provide you with parking. All parking is at your own risk. If at any time The Inn at New Hyde Park allows you to park on the company premises, it is recommended that you lock your car and take other appropriate safeguards. You are not to park in areas reserved for visitors/guests or principals.

The Inn is domiciled in the incorporated village of New Hyde Park, which has rigorous parking



regulations. Failure to comply too their guidelines may result in traffic tickets, which are your responsibility.

Additionally, the Inn is located adjacent to both businesses and residential properties. As responsible business partners to our neighbors we ask that all employees refrain from any loud conversations, playing of music, or loitering at the beginning or end of your work shift.

### **11.1 ACKNOWLEDGEMENT**

**Please review the attached acknowledgement, sign, date and return to your manager.**

### **12.1 UPDATES:**

3/15/2013 – Vacation Request Form - Approval and Sufficient Notice

9/12/2013 – Employee Referral Program

12/23/2013 – Cell Phone Usage

3/28/2014 –The Inn at New Hyde Park Health & Safety Prevention

3/29/2015 – Handbook reissue-Reviewed by General Manager Cynthia Pesce, CFO Neil Brogan  
H/R Pam Milinic

\*1/15 /2018 – complete Handbook revision and reissue (electronic posting and acknowledgement)

**ACKNOWLEDGEMENT**

The undersigned acknowledges receipt of The Inn at New Hyde Park Employee Handbook.

The contents of the Employee Handbook are presented as a matter of information. Except for the at-will provisions, the Handbook can be amended at any time. I agree to read the Handbook and to follow the guidelines and policies set forth in the Handbook and any amendments to the Handbook along with the other policies and procedures of The Inn at New Hyde Park.

It is specifically understood and agreed that the Handbook is for informational purposes only and is not intended to create a contract, nor is it a contract, of employment or continuing employment between myself and The Inn at New Hyde Park. It is further understood that neither the Handbook nor any policy of the company is a guarantee or promise of employment or continuing employment.

I understand that I am not being hired for any definite period of time even though my wages are paid regularly. I further understand that I am an at-will employee and my employment can be terminated at any time, with or without cause and with or without prior notice either by the company or myself. No promises or representations have been made to me that I can be disciplined or discharged from my employment with The Inn at New Hyde Park only under certain circumstances or after certain events.

The Inn at New Hyde Park policy requires all employees to be hired at-will and this policy cannot be changed except by a written document signed by me and an appropriate officer of the company, specifically changing my at-will employment status. I have neither been requested nor have I signed any such document.

My at-will employment status with The Inn at New Hyde Park has been fully explained and I have been given an opportunity to ask any questions regarding company policies and my at-will employment status. No representative of The Inn at New Hyde Park has made any promise or other statements implying employment will be other than what has been stated above.

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Print Name