

# **Employee Handbook**

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#### WELCOME MESSAGE

Welcome to L.J. Gonzer Associates and the opportunity to become part of a growing company in the staffing industry.

Our goal is to be the best in the business and to make L. J. Gonzer Associates a workplace we can all take pride in. Our business strategy is to offer our clients high quality staffing services to meet their particular needs. In order to achieve our goal, employees placed on assignment to clients of LJGA must understand the policies and practices that govern our organization.

This Handbook specifically governs LJGA employees placed on assignment to clients, and is intended to provide you with important information about LJGA and to serve as a useful reference to its personnel policies, rules, and employee benefits. This document is not a contract and does not constitute the entire agreement with an employee. It may be supplemented by additional addenda and appendages as necessary and may be amended as needed to comply with federal, state and local laws. We reserve the right to make updates and changes to this document as needed or appropriate without the consent of the employee. These changes can be found at <a href="https://www.gonzer.com/employees-addendum">https://www.gonzer.com/employees-addendum</a>.

Please familiarize yourself with the information in this Handbook as soon as possible. Although it will answer many questions about your employment with LJGA, please do not hesitate to contact LJGA's Human Resources Department if a particular policy, rule, or benefit appears unclear.

Once again, welcome to LJGA. We hope that your employment with LJGA will be challenging, enjoyable, and rewarding.

Daniel J. Muhlfelder President





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### **INTRODUCTION**

This Handbook is intended to familiarize you with L. J. Gonzer Associate's ('LJGA' or the 'Company') personnel policies and practices. We hope that you will find this Handbook useful and informative and that it will serve as a valuable source to answer many of your questions.

Unless you have a written contract with LJGA stating otherwise, your employment is "at will." This means that both you and LJGA are legally free to end the employment relationship at any time and for any reason, with or without prior notice, except as prohibited by applicable law. No employee, supervisor, manager, officer, or other agent of LJGA has any authority to offer any contract of employment or to change this "at will" status, except in writing either with the express written approval of the President of L. J. LJGA Associates or through another agreement to the extent applicable.

This Handbook is only intended to provide an overview of LJGA's general policies, rules, procedures, and benefit programs currently in effect for employees covered by the Handbook. The contents of this Handbook do not constitute an express or implied employment contract and do not promise or guarantee any fixed terms or conditions of employment. This Handbook does not change the at-will nature of your relationship with LJGA.

LJGA reserves the right in its sole discretion to change, alter, amend, modify, revise, delete or deviate from any of the policies, rules, procedures, benefit programs or any other information described in this Handbook when LJGA deems it appropriate, without notice or consent.

Although LJGA will make reasonable efforts to inform you of any changes as they are made, inevitably not all changes will be perfectly communicated. Employees are encouraged to regularly review our website <a href="https://www.gonzer.com/employees-addendum">https://www.gonzer.com/employees-addendum</a> for changes or updates.

Because of the importance of your employee benefits and LJGA's policies, rules and procedures, you should check with LJGA's Human Resources Department if you have any questions regarding recent changes.



#### **EMPLOYMENT PROCEDURES**

### **Employment At Will**

In the absence of a formal, written agreement with LJGA, all employees of LJGA are employed on an at-will basis. This means that your employment with LJGA is for no definite period of time and can be terminated with or without cause, and with or without notice, at any time by either you or LJGA, except as prohibited by applicable law. No supervisor, manager, or any other representative or agent of LJGA, other than the President of LJGA, or another authorized agent on behalf of the employee to the extent applicable, has any authority to enter into an agreement for employment for any specific period of time or to make any agreement contrary to your employment at will status.

#### **Work Hours**

LJGA operates on a work week that begins and ends each Saturday at 12:01AM. Occasionally, however, a client work week will supersede the LJGA work week. Work demands may necessitate variations in daily starting and ending times. Daily and weekly work schedules may also be changed from time to time in order to meet the varying needs of LJGA's clients. When this is the case, you will be notified either at the time of your employee orientation or during your assignment, and the details will be discussed with you.

#### Time Sheets

It is necessary for LJGA to have an accurate time record of all of your hours worked. Your hourly pay is based upon the number of hours that you work as reported on LJGA time sheets, if applicable. It is important that these be filled out accurately and correctly, signed both by you and by the client's authorized representative, and sent to LJGA each week. Your representation of the number of hours worked each will be relied upon by LJGA and its clients.

No one is permitted to record anyone else's time. Falsification of a time sheet, for example by recording time not worked or not recording time worked (whether or not such work was requested to be performed), is a violation of LJGA policy and is grounds for disciplinary action, up to and including termination.

### Wages

Your rate of pay was agreed to between you and LJGA when you were hired. Adjustments must be confirmed in writing by an authorized officer of LJGA. Overtime for non-exempt employees is generally defined as hours worked in excess of forty (40) hours during LJGA's work week. Specific overtime considerations are covered in your employment agreement.

Paid holidays will not be considered in calculating overtime payments unless actually worked. Depending on your assignment, overtime may require prior approval.

In some circumstances, employees may be exempt from premium overtime requirements due to the nature of their duties and the payment of a salary. Such arrangements will be the subject of a separate written agreement and are subject to local and state laws.

### Payroll

#### Procedures

LJGA's payroll system is based upon a work week which begins Saturday at 12:01 AM and Ends Friday night at midnight unless otherwise noted in your employment documents. LJGA's payroll/time reporting procedures are as follows:

- ❖ All hours worked must be reported by 12 p.m. Noon on Tuesday of each week.
- ❖ In order to reimburse travel and meal expenses, an approved LJGA expense report with receipts attached must be received by LJGA's office by 12 p.m. Noon on Monday of each week. Legible fax copies will be accepted as long as you separately provide LJGA with the originals within one week.
- ❖ If you fail to report your hours by 12 p.m. Noon on Tuesday of each week, you jeopardize whether it can be processed in a timely manner.
- All adjustments pertaining to hours, address changes, etc., must be reported by 12 p.m. Noon on Tuesday of each week.
- ❖ Days that you do not report to work should be appropriately noted on your time sheet.
- You may report your time using a standard LJGA timesheet unless otherwise indicated by your Recruitment Coordinator. Timesheets may be faxed, emailed or called-in to facilitate payroll.
- ❖ Pay date is Friday of each week. You may receive your pay via Direct Deposit or standard paper check being mailed to your current residence.
- ❖ Any employee that has not properly submitting time to our payroll department may have their direct deposit stopped and all paychecks held until all past due time sheets, with proper authorization, are received by LJGA

#### Direct Deposit

If you would like your paycheck directly deposited into your checking and/or savings account, LJGA will deposit your check directly into the institution of your choosing. If you have your paycheck directly deposited, your pay is wired into your bank account(s) as available funds on Friday (payday) and will be available that day. You will receive a direct deposit statement on payday in lieu of a paycheck.

Please contact LJGA's Human Resources Department if you would like to enroll in direct deposit. Please allow two (2) weeks for verification before direct deposit begins.

# Lost or Stolen Paychecks

If your paycheck is lost or stolen, you should immediately notify LJGA's Human Resources Department. LJGA will attempt to put a stop payment notice on your paycheck. If we are able to do so, you will be issued another paycheck. However, if your paycheck has already been cashed, in the absence of some fault or negligence by LJGA, LJGA is not responsible for any monetary loss you may incur. LJGA will not replace any pay checks after 180 days.

# Paycheck Errors

Please review your paycheck for errors. If you find any mistake, whether for too much or too little compensation, you should immediately report it to LJGA's Human Resources Department so that the mistake can be corrected as soon as possible.

### **Expense Reimbursement**

If you are eligible for reimbursement of transportation, meals or lodging, an approved LJGA expense report must be submitted with your time sheets each week in accordance the Employment Procedures previously set forth. Any additional expenses should be approved by LJGA and will be considered pursuant to valid business purpose and subject to local and state laws.

In addition, all expenses must be submitted within 30 days of being incurred. Expenses will not be considered valid if submitted more than 30 days after they occur. Any exception MUST be authorized by LJGA in writing in advance.

Any expense check that is issued must be deposited or cashed within 180 days of receipt. Should you need a replacement check for any expenses, please contact our payroll office. Expense checks replacement will not be considered after 180 days.



#### EMPLOYEE RULES AND CONDUCT

#### Attendance

In order to effectively serve LJGA's clients, it is important that you come to work on time each day. You should schedule your personal affairs so that they do not cause tardiness or absenteeism.

If you are going to be late or absent from work at any time for any reason, it is your responsibility to immediately personally notify the client's supervisory personnel and LJGA's Human Resources Department. If you have prior knowledge that you will be late or absent from work, then you should notify LJGA's Human Resources Department as far in advance as possible. When you contact LJGA's Human Resources Department, you should provide the reason that you will be late or absent, and when you expect to return to work.

Except when circumstances prevent you from doing so, failure to notify the client and/or LJGA as required above is a violation of LJGA policy, will result in the absence and/or tardiness being recorded as an unexcused absence, and may result in disciplinary action.

To the extent allowed by local and state law, LJGA reserves the right to require an employee to provide substantiation for their reason for being late or absent from work, including, but not limited to, a doctor's note to verify a claim of illness or injury.

An absence of three (3) or more consecutive workdays without notification to LJGA will be considered a voluntary termination of employment by the employee, notwithstanding extraordinary circumstances or a legally sufficient excuse as permitted by law.

### Personal Appearance

Each employee is expected to make a professional appearance, including with respect to dress, personal grooming, and hygiene. Business attire must be worn while on assignment to all LJGA clients, unless a client has adopted a different dress code (i.e., business casual attire). The following serve as examples only of appropriate and inappropriate attire:

### Examples of Acceptable Attire:

Corporate attire: For men, a suit, dress shirt and tie or a jacket, dress shirt, tie and dress pants. For women, a skirt suit that reaches the knee or is right above the knee or pants suit, blouse or dress pants or dress skirt that reaches the knee or is right above the knee and a blouse.

Business attire: Dress pants, slacks, collared shirts/blouses, sweaters, sweater sets, skirts that reach or are right above the knee.

Examples of Unacceptable Attire:



T-shirts, denim jeans of any color, shirts containing offensive slogans, halter/tank tops/, leggings, shorts, ripped/patched clothing, shirts that expose either stomach areas or lower back areas, short skirts, leather, sweat pants, sweat shirts, spandex, baseball caps, hats, sneakers, flipflops and work boots.

Violations may result in disciplinary action, including being sent home from work in order to comply with this policy, up to and including termination.

This policy is not intended to discriminate against employees in any protected classes (i.e., based on an employee's religion, disability, race, national origin, or sex/gender). Moreover, this policy intended to interfere with an employee's right to engage in protected concerted activity.

Please contact the Human Resources Manager if you believe that you need a reasonable accommodation to this policy.

Outside Associations and Activities

LJGA encourages participation by its employees in civic, welfare, political, and other social activities, provided that such activities do not detract from an employee conducting business and providing services on behalf of LJGA or LJGA's client. Employees should refrain from political communications during their working time while at the Client's or LJGA's premises, except to the extent they involve wages, hours, and other terms and conditions of employment, and to the extent otherwise permissible under applicable state law.

### Trade Secret, Confidential and Proprietary Information

LJGA is in the business of providing employees to a variety of its clients in the technical profession. During their employment with LJGA, employees will have access to and knowledge of trade secret, confidential and proprietary information of LJGA, or the LJGA client to whom that employee is assigned (collectively, "Confidential Information"). This Confidential Information, which can take the form of document, electronic, verbal, or any other form, is not generally accessible or known to the public. The Confidential Information is both vital to the interests of LJGA and the LJGA client to whom that employee is assigned, and is essential to an employee's performance of their duties. Confidential Information includes, but is not limited to:

- (1) All information that becomes known to an employee during assignment to any LJGA or the LJGA client to whom that employee is assigned, including, but not limited to, their names, identities, and contact information, and any information relating to those matters;
- (2) The names, identities, and contact information of any LJGA client to whom an employee is assigned;
- (3) All information covered by the Insider Trading policy contained in this Handbook;
- (4) The particular needs of LJGA's clients and the development and cultivation of LJGA's relationships with its clients;

- (5) Documents and information concerning LJGA's clients including, but not limited to, methods of soliciting, servicing and maintaining its client base, job orders, pricing, and any specialized requirements of LJGA's clients;
- (6) Marketing plans, management and organizational systems and methods, business plans, sales figures, projections and plans, and all other financial plans and strategies of LJGA; and
- (7) Resumes, curriculum vitae and all other documents and information which has been supplied to, obtained by or created by LJGA, concerning any individual who has contacted, or has been contacted or solicited by, LJGA about the possibility of performing or to perform any service, including placement, counseling, training or consulting, on behalf of LJGA; and
- (8) Any other documents or information concerning LJGA or the LJGA client to whom that employee is assigned not generally accessible or known to the public and which became known by an employee during their assignment.

Confidential Information does not include certain types of information, such as information regarding working conditions, terms and conditions of employment.

All employees agree to comply with both this policy and any similar policy of any LJGA client to which an employee is assigned for purposes of maintaining the secrecy of the Confidential Information both during and subsequent to an employee's employment with LJGA. Employees who improperly use or disclose any Confidential Information will be subject to disciplinary action, up to and including termination.

#### **Communications Policy**

The purpose of this policy is to ensure the proper use of computer systems and network, email systems, telephone systems, the Internet, and their equipment (collectively, "Communications System") while on the premises of LJGA or a LJGA client, and make employees aware of what LJGA and LJGA clients deem as acceptable and unacceptable use of their respective Communications System.

These Communications Systems are the sole property of LJGA or LJGA's clients. You are being given access to them for the purpose of assisting you in performing your job, and not for non-business purposes. You should have no legitimate expectation of privacy in anything you create, store, send or receive on either Communications System, including, but not limited to, emails, websites you visit, materials you download, and messages you send or receive. LJGA and LJGA clients reserve the right to enter any part of these Communications Systems, including, but not limited to, email, voice mail, or computer files and may, among other things, review, copy, print, disclose or delete any material created, stored, sent or received on these Communications Systems. LJGA and LJGA's clients may do so at any time and without prior notice or an employee's authorization.



To the extent the communications policy of a LJGA client is different from this communications policy, the client's policy must be followed.

### Personal Use

The Communications Systems of LJGA and LJGA clients are to be used primarily for legitimate business purposes; it is essential that personal use does not interfere with this. Therefore, utilizing such Communications Systems for personal use, including, but not limited to, sending and receiving personal emails, and making and receiving personal telephone calls, should be kept to an absolute minimum.

Personal emails concerning, among other things, chain letters, junk mail and jokes are prohibited. You should instruct senders of such emails to immediately stop doing so. All emails and email accounts maintained in these Communications Systems are the property of LJGA or LJGA's clients.

If you must make a personal telephone call, it should be made during non-work periods. You should instruct callers to minimize the time and number of calls you receive.

### Communications Systems Monitoring

To ensure that employee use of the Communications Systems is consistent both with this policy and with legitimate business purposes, LJGA and LJGA clients reserve the right to monitor these Communications Systems from time to time on a continuous basis and may, among other things, record messages and conversations. LJGA and LJGA clients may do so without prior notice or an employee's authorization. You should have no legitimate expectation of privacy.

### Cell Phones

Cell phones should not be used at any time for calls, texting or other personal reasons during work hours except in extreme emergencies. Any calls should be during non-work periods. Ringing cell phones can be very disruptive in the work environment. Employees must either turn off their cell phones or put them into vibrate or silent modes when in the work place.

### **Emailing Confidential Information**

Sending Confidential Information via email contains a risk. If you are in doubt as to whether to send certain information via email, you should first check with LJGA's client. Regardless, you should be especially careful in addressing any such emails so that they are only sent to the correct recipient, and with the appropriate confidentiality notices as may be required. Please consult LJGA's policy set forth in this Handbook governing the use and disclosure of trade secret, confidential and proprietary information (collectively "Confidential Information") for further information and guidance.

# **Email Legal Risks**

Email is a business communication tool and employees are obliged to use this tool in a responsible, effective, and lawful manner. Although, by its nature, email seems to be less formal than other forms of written communication, the same and additional laws apply. Therefore, it is important that users are aware of the legal risks of email:

- If you send, forward, create or store any emails containing any libelous, defamatory, offensive, discriminatory, harassing, or obscene communications, you, LJGA, and LJGA's client could be held liable.
- If you send or forward Confidential Information, you, LJGA, and LJGA's client could be held liable.
- If you send, forward or copy messages without permission, you, LJGA, and LJGA's client could be held liable for copyright infringement.
- If you send or forward an attachment that contains a virus, you, LJGA, and LJGA's client could be held liable.

By following these guidelines, you can minimize the legal risks involved in your use of email.

### **Email Prohibitions**

The following rules are required by law and are to be strictly adhered to. Among other things, you are prohibited from:

- Sending, forwarding, creating or storing any emails containing any libelous, defamatory, offensive, discriminatory, harassing, or obscene communications. If you receive an email of this nature, you must promptly notify both the LJGA client and LJGA's Human Resources Department.
- Forging or attempting to forge email messages.
- Disguising or attempting to disguise your identity when sending email.
- Sending email messages using another person's email account.
- Accessing another person's email account, or removing or adding any emails or attachments.
- Downloading or displaying any sexual explicit or discriminatory materials.
- Downloading or making use of another's trademark, logo, graphics, or intellectual property.
- Downloading or making use of the Company's intellectual property.



 Downloading or making use of the Company's trademark, logo, or graphics, except for purposes of engaging in protected activity.

LJGA and LJGA's clients consider email an important means of communication and recognize the need for proper email content. Employees should take the same care in drafting an email as they would for any other written communication.

If there is evidence that you are not adhering to or disregarding this communications policy in any respect, then LJGA reserves the right to take disciplinary action, up to and including termination, as well as legal action.

If you have any questions about this communications policy, please contact LJGA's Human Resources Department.

#### **EMPLOYMENT POLICIES**

### **Equal Employment Opportunity**

LJGA provides equal employment opportunities to all employees and applicants for employment without regard to race, color, religion, creed, sex, national origin, citizenship, age, disability, genetic predisposition or carrier status, marital status, sexual orientation, uniformed service, protected activity (i.e., opposition to prohibited discrimination or participation in proceedings covered by the anti-discrimination statutes), or any other characteristic protected by applicable federal, state or local law. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, termination, layoff, transfer, leaves of absences, compensation, and training.

#### Anti-Discrimination and Non-Harassment Policy

LJGA is firmly committed to a policy against discrimination and to the right of all employees to work in an environment free of harassment and intimidation. Discrimination or harassment on the basis of race, color, religion, creed, sex, national origin, citizenship, age, disability, genetic predisposition or carrier status, marital status, sexual orientation, uniformed service, protected activity (i.e., opposition to prohibited discrimination or participation in proceedings covered by the anti-discrimination statutes), or any other characteristic protected by applicable federal, state or local law is strictly prohibited, whether committed by including, but not limited to, non-supervisory employees, non-managerial employees, supervisors, managers, coworkers, vendors, consultants, independent contractors, customers, clients or visitors.

The following examples are illustrative of the types of behavior considered to be harassment. These are examples only and are not intended to be all-inclusive.

Verbal, Physical, and Visual Harassment



- (a) Making unwelcome comments about a person's clothing, body, or personal life.
- (b) Using offensive nicknames or terms of affection;
- (c) Making offensive jokes or possessing offensive literature;
- (d) Suggesting that an individual's race, gender, religion, national origin, age, disability, or any other protected classification affects their job, chance of promotion, performance evaluations, or working conditions;
- (e) Engaging in unwanted physical contact or assault;
- (f) Making threats to another person in words, gestures, or pictures;
- (g) Other conduct, even if acceptable to some employees, which creates a working environment that may be considered by others to be offensive or hostile.

#### **Sexual Harassment**

L. J. Gonzer Associates is committed to maintaining a workplace free from sexual harassment. Sexual harassment is a form of workplace discrimination. All employees are required to work in a manner that prevents sexual harassment in the workplace. This Policy is one component of L. J. Gonzer Associates' commitment to a discrimination-free work environment. Sexual harassment is against the law and all employees have a legal right to a workplace free from sexual harassment and employees are urged to report sexual harassment by filing a complaint internally with L. J. Gonzer Associates. Employees can also file a complaint with a government agency or in court under federal, state or local antidiscrimination laws.

### **Policy:**

- 1. L. J. Gonzer Associates' policy applies to all employees, applicants for employment, interns, whether paid or unpaid, contractors and persons conducting business, regardless of immigration status, with L. J. Gonzer Associates. In the remainder of this document, the term "employees" refers to this collective group.
- 2. Sexual harassment will not be tolerated. Any employee or individual covered by this policy who engages in sexual harassment or retaliation will be subject to remedial and/or disciplinary action (e.g., counseling, suspension, termination).
- 3. Retaliation Prohibition: No person covered by this Policy shall be subject to adverse action because the employee reports an incident of sexual harassment, provides information, or otherwise assists in any investigation of a sexual harassment complaint. L. J. Gonzer Associates will not tolerate such retaliation against anyone who, in good faith, reports or provides information about suspected sexual harassment. Any employee of L. J. Gonzer Associates who retaliates against anyone involved in a sexual

harassment investigation will be subjected to disciplinary action, up to and including termination. All employees, paid or unpaid interns, or non-employees working in the workplace who believe they have been subject to such retaliation should inform a supervisor, manager, or their Recruitment Coordinator. All employees, paid or unpaid interns or non-employees who believe they have been a target of such retaliation may also seek relief in other available forums, as explained below in the section on Legal Protections.

- 4. Sexual harassment is offensive, is a violation of our policies, is unlawful, and may subject L. J. Gonzer Associates to liability for harm to targets of sexual harassment. Harassers may also be individually subject to liability. Employees of every level who engage in sexual harassment, including managers and supervisors who engage in sexual harassment or who allow such behavior to continue, will be penalized for such misconduct.
- 5. L. J. Gonzer Associates will conduct a prompt and thorough investigation that ensures due process for all parties, whenever management receives a complaint about sexual harassment, or otherwise knows of possible sexual harassment occurring. L. J. Gonzer Associates will keep the investigation confidential to the extent possible. Effective corrective action will be taken whenever sexual harassment is found to have occurred. All employees, including managers and supervisors, are required to cooperate with any internal investigation of sexual harassment.
- 6. All employees are encouraged to report any harassment or behaviors that violate this policy. L. J. Gonzer Associates will provide all employees a complaint form for employees to report harassment and file complaints.
- 7. Managers and supervisors are **required** to report any complaint that they receive, or any harassment that they observe or become aware of, to human resources.
- 8. This policy applies to all employees, paid or unpaid interns, and non-employees and all must follow and uphold this policy. This policy must be provided to all employees and should be posted prominently in all work locations to the extent practicable (for example, in a main office, not an offsite work location) and be provided to employees upon hiring.

#### What Is "Sexual Harassment"?

Sexual harassment is a form of sex discrimination and is unlawful under federal, state, and (where applicable) local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity and the status of being transgender.

Sexual harassment includes unwelcome conduct which is either of a sexual nature, or which is directed at an individual because of that individual's sex when:



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

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

Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions or privileges of employment. This is also called "quid pro quo" harassment.

Any employee who feels harassed should report so that any violation of this policy can be corrected promptly. Any harassing conduct, even a single incident, can be addressed under 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:

- Physical acts of a sexual nature, such as:
  - Touching, pinching, patting, kissing, hugging, grabbing, brushing against another employee's body or poking another employee's body;
  - o Rape, sexual battery, molestation or attempts to commit these assaults.
- Unwanted sexual 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 or detriments;
  - Subtle or obvious pressure for unwelcome sexual activities.
- Sexually oriented gestures, noises, remarks or jokes, or comments about a person's sexuality or sexual experience, which create a hostile work environment.



- Sex stereotyping occurs when conduct or personality traits are considered inappropriate simply because they may not conform to other people's ideas or perceptions about how individuals of a particular sex should act or look.
- Sexual or discriminatory displays or publications anywhere in the workplace, such as:
  - Displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace.
- Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity and the status of being transgender, 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, name-calling.

# Who can be a target of sexual harassment?

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

#### 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 sponsored events or parties. Calls, texts, emails, and social media usage by employees can constitute unlawful workplace harassment, even if they occur away from the workplace premises, on personal devices or during non-work hours.

#### Retaliation

Unlawful retaliation can be any action that could discourage a worker from coming forward to make or support a sexual harassment claim. Adverse action need not be job-related or occur in the workplace to constitute unlawful retaliation (e.g., threats of physical violence outside of work hours).

Such retaliation is unlawful under federal, state, and (where applicable) local law.

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**

**Preventing sexual harassment is everyone's responsibility.** L. J. Gonzer Associates cannot prevent or remedy sexual harassment unless it knows about it. Any employee, paid or unpaid intern or non-employee who has been subjected to behavior that may constitute sexual harassment is encouraged to report such behavior to a supervisor, manager or human resources. Anyone who witnesses or becomes aware of potential instances of sexual harassment should report such behavior to a supervisor, manager or human resources.

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

### **Supervisory Responsibilities**

All supervisors and managers who receive a complaint or information about suspected sexual harassment, observe what may be sexually harassing behavior or for any reason suspect that sexual harassment is occurring, **are required** to report such suspected sexual harassment to human resources.

In addition to being subject to discipline if they engaged in sexually harassing conduct themselves, supervisors and managers will be subject to discipline for failing to report suspected sexual harassment or otherwise knowingly allowing sexual harassment to continue.

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

### Complaint and Investigation of Sexual Harassment

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

An investigation of any complaint, information or knowledge of suspected sexual harassment will be prompt and thorough, commenced immediately and completed as soon as possible. The investigation will be kept confidential to the extent possible. All persons involved, including complainants, witnesses and alleged harassers will be accorded due process, as outlined below, to protect their rights to a fair and impartial investigation.

Any employee may be required to cooperate as needed in an investigation of suspected sexual harassment. L. J. Gonzer Associates will not tolerate retaliation against employees who file

complaints, support another's complaint or participate in an investigation regarding a violation of this policy.

While the process may vary from case to case, investigations should be done in accordance with the following steps:

- Upon receipt of complaint, human resources will conduct an immediate review of the allegations, and take any interim actions (e.g., instructing the respondent to refrain from communications with the complainant), as appropriate. If complaint is verbal, encourage the individual to complete the "Complaint Form" in writing. If he or she refuses, prepare a Complaint Form based on the verbal reporting.
- If documents, emails or phone records are relevant to the investigation, take steps to obtain and preserve them.
- Request and review all relevant documents, including all electronic communications.
- Interview all parties involved, including any relevant witnesses;
- 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;
  - o A summary of prior relevant incidents, reported or unreported; and
  - The basis for the decision and final resolution of the complaint, together with any corrective action(s).
- Keep the written documentation and associated documents in a secure and confidential location.
- Promptly notify the individual who reported and the individual(s) about whom the complaint was made of the final determination and implement any corrective actions identified in the written document.
- Inform the individual who reported of the right to file a complaint or charge externally as outlined in the next section.

# **Legal Protections And External Remedies**

Sexual harassment is not only prohibited by L. J. Gonzer Associates but is also prohibited by state, federal, and, where applicable, local law.

Aside from the internal process at L. J. Gonzer Associates, employees may also choose to pursue legal remedies with the following governmental entities. While a private attorney is not



required to file a complaint with a governmental agency, you may seek the legal advice of an attorney.

In addition to those outlined below, employees in certain industries may have additional legal protections.

### **Contact the Local Police Department**

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

### Reporting and Investigation Procedure

If you believe that you have been subjected to discrimination or harassment of any kind, you must immediately report the matter directly to LJGA's Human Resources Department. LJGA encourages employees to inform the person he or she believes is harassing them that the remarks or other conduct is unwelcome; however, if you feel uncomfortable doing so, or if there is any reason to believe that your LJGA supervisor or manager, or any other supervisor or manager, is involved in the conduct, then you should immediately report the matter to LJGA's Human Resources Department. If you believe that you have been subjected to discrimination or harassment of any kind and you are a member of LJGA's Human Resources Department, then you should immediately report the matter to LJGA's President. Reports may be made orally or in writing. All reports of discrimination or harassment will be promptly, thoroughly, and impartially investigated and, if appropriate, immediate corrective action will be taken.

If a LJGA supervisor, manager, or management representative becomes aware of possible, alleged or actual harassment or discrimination of any kind, that supervisor, manager, or management representative must immediately report the matter directly to LJGA's Human Resources Department. If said harassment or discrimination was allegedly engaged in by a member of LJGA's Human Resources Department, then the supervisor, manager, or management representative must immediately report the matter to LJGA's President.

If you report discrimination or harassment, LJGA will protect the confidentiality of your complaint to the extent possible on a case-by-case basis. Generally, information about the complaint will be shared on a "need-to-know" basis. Furthermore, LJGA will not tolerate retaliation against an employee because he or she reports discrimination or harassment in good faith or provides information related to such complaints in good faith.

An employee who violates this policy against discrimination and harassment or engages in retaliation or conduct contrary to this policy as determined in LJGA's sole discretion will be subject to disciplinary action, up to and including termination.

LJGA does not control a client's worksite. Therefore, LJGA may not be able to control either the investigation of any such complaints or the discipline, if any, of employees of a client or any third

parties on the client's premises. In those instances, LJGA will undertake prompt corrective measures within LJGA's control.

### Civil Rights Act of 1964

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

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

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

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

# **Drugs and Alcohol Policy**

L. J. Gonzer Associates is committed to promoting quality and efficiency in the workplace by providing a work environment free from substance abuse. In making this commitment, we do not intend to regulate purely private conduct away from the job. At the same time, employees must recognize that conduct off the job can have an effect on the job, and that off-duty activity cannot be permitted to undermine safe work practices or the attainment of the highest standards of quality in our services.

#### Alcohol and Illegal Drugs

Under no circumstances may an employee report to work, perform assigned services and duties, operate a vehicle for Company purposes, or engage in Company business while under the influence of alcohol or illegal drugs.

Employees are prohibited from using, possessing, selling, purchasing, manufacturing, or distributing alcohol, illegal drugs, or controlled substances while on LJGA's premises or while performing any services on behalf of LJGA.

Any employee who violates these rules will be subject to disciplinary action, up to and including immediate termination. Furthermore, employees should be aware that the Company may also inform the police or drug enforcement agencies if there is suspicion that alcohol, illegal drugs, or controlled substances are being sold, bought, possessed, used, manufactured, or distributed on either the Company's premises or while performing any services on behalf of the Company.

Prescription and Over-the-Counter Medication

This Policy does not prohibit employees from working while properly using lawfully-prescribed or over-the-counter medication, provided that the use of any such medication: (1) is as prescribed or directed; and (2) does not affect the employee's ability to perform the essential functions of the job.

In no event may employees bring prescription medication onto the Company's premises to give, sell, or distribute to another person for whom they are not prescribed.

If an employee in a safety-sensitive position is aware or has reason to believe that their proper use of lawfully-prescribed or over-the-counter medication could affect their ability to perform the essential functions of the job, then that employee should promptly report that to the Human Resources Manager. An individualized assessment will then be conducted. Failure to notify the Human Resources Manager accordingly may result in disciplinary action, up to and including termination.

# **Alcohol and Drug Testing**

To assure compliance with this Policy, LJGA reserves the right to use screening programs for alcohol and illegal drugs. To the extent permissible by law, individuals may be tested for alcohol and illegal drugs:

- (a) As a condition of employment after a job offer has been made (applicants);
- (b) Randomly, once employed;
- (c) Following a work-related accident;
- (d) If observed using a prohibited substance on the job; and/or
- (e) Upon reasonable suspicion.

"Reasonable suspicion" shall include, but is not limited to: facts and circumstances; physical signs and symptoms; employee conduct; evidence of drugs or alcohol; accidents, fights, or other incidents; bodily injury for which medical care is required; damage to property; physical, behavioral, or performance indications of probable substance or alcohol use or abuse; or excessive or unacceptable patterns of absenteeism or tardiness.



Applicants who refuse screening or who test positive for alcohol or illegal drugs will be disqualified from further employment consideration to the extent permitted by law. Employees who refuse screening or who test positive for alcohol or illegal drugs may be subject to disciplinary action, up to and including termination, to the extent permitted by law.

To the extent permissible by law, LJGA reserves the right to require periodic re-testing of any employee after testing positive for alcohol or illegal drugs should that employee return to work.

All results will be kept confidential in accordance with applicable law.

#### State and Local Law

L. J. Gonzer Associates complies with any applicable state and local laws governing drug and alcohol testing in the workplace. LJGA also complies with any applicable state and local laws governing medical marijuana and the workplace. To the extent this Policy is inconsistent with such laws, the requirements of those laws shall control. To the extent this Policy is not inconsistent with such laws, then the provisions of this Policy apply.

#### **Conflicts of Interest**

The purpose of this policy is to provide guidelines for employees to follow when conducting business and providing services on behalf of LJGA so as to avoid conflicts or potential conflicts between employee interests and the interests of LJGA or the LJGA client to whom that employee is assigned. Additionally, under certain circumstances, members of an employee's immediate family may come within the scope of this policy.

Each employee shall conduct business and provide services on behalf of LJGA with the highest level of integrity. Employees shall not have interests that in any way conflict, or appear to conflict, with the best interests of LJGA or the LJGA client to whom that employee is assigned. Employees are required to act in the best interests of LJGA or the LJGA client to whom that employee is assigned in all transactions, investments, activities, relationships, outside employment or any other conduct.

All employees agree to comply with both this conflict of interest policy and any conflicts of interest or other similar policy of any LJGA client to which an employee is assigned.

The following situations are considered to represent some of the situations that may present conflict of interest issues. The examples are illustrative, but not intended to be all-inclusive:

1. Outside business interest or other employment which in any manner affects the time and attention that the employee would normally devote to conducting business and performing services on behalf of LJGA or the LJGA client to whom that employee is assigned.

Example: An employee works part-time, owns, or is otherwise involved in another business. If this involvement in any way limits him or her from participation in required work hours or in any way affects work behavior or

quality at the expense of LJGA or the LJGA client to whom that employee is assigned.

2. Employees who have direct or indirect interests in other businesses such that the employee might be influenced to act against the best interests of LJGA or the LJGA client to whom that employee is assigned.

Example: An employee's daughter owns an interest in a company that is trying to sell products or services to LJGA or the LJGA client to whom that employee is assigned.

3. Employees who have any type of business of financial relationship with any other business engaged in the same type of business as LJGA or the LJGA client to whom that employee is assigned.

Example: An employee owns an interest or has a business relationship with a firm that provides services similar to the services provided by LJGA or the LJGA client to whom that employee is assigned.

No employee shall directly or indirectly accept any service, commission, share in profits, receive payment for loans, or accept entertainment (other than customary and reasonable sales entertainment), vacation or business trips, gifts, compensation, or benefits of any kind from any business relation or competitor of LJGA or the LJGA client to whom that employee is assigned.

# **Insider Trading**

Under federal and state law, employees are strictly prohibited from engaging in the purchase, sale or trading of any securities of any company while in the possession of material, nonpublic information, from disclosing such information to others who do not have a legitimate company-related need for such information, or from recommending that others buy, sell, or trade in specific securities. This policy also covers an employee's family members and others living in the employee's household.

Material, nonpublic information about a company may become known to an employee during their assignment to a LJGA client. Employees are required to maintain the confidentiality of all such information and are prohibited from in any way utilizing or disclosing that information for any purpose at any time, absent the express written authorization from a LJGA client.

"Material, nonpublic information" means any information about a company that has not been publicly disseminated and that a reasonable investor would consider important in deciding whether to buy, sell, hold, or trade securities. Examples of such information include actual or threatened major litigation, the settlement of actual or threatened major litigation, projections of future earnings or losses, actual earnings or losses, impending bankruptcy or significant liquidity problems, changes in management, stock split announcements or additional securities offerings, new or lost major contracts, customers or financial resources, pending or proposed



mergers, acquisitions, tender offers, the sale or acquisition of substantial assets, changes in dividend policies, and significant new product, product developments, or discoveries.

All employees agree to comply with both this policy and the insider trading or other similar policy of any LJGA client to which an employee is assigned.

# **Smoking Policy**

Smoking is prohibited in LJGA's offices and is otherwise prohibited on LJGA's premises in accordance with applicable federal, state and local law. Unless otherwise notified by a LJGA client, smoking is prohibited in the offices and on the premises of LJGA clients in accordance with applicable federal, state and local law.

### **Personal Property**

Please remember that you are on the premises of our client and as such should remember you are a guest in their facility. Please treat all company property and equipment with care and respect and refrain from accumulating personal property in the workspace provided. Employees are encouraged not to bring and personal property or property of value onto the client's premises. You will be responsible for any property and it's care. The client assumes no responsibility for the safety of any such property and subject to the client's policies may not bound to return it upon completion of any assignment.

# **Employee Conduct and Discipline**

Reasonable rules of conduct are necessary for the orderly, efficient, and sage operation of a business. Whether you are on duty or off duty, subject to state laws, your conduct reflects on LJGA and LJGA clients. It is for this reason that you are expected to exhibit the highest standards of professionalism and personal integrity at all times.

The following identifies conduct which will result in disciplinary action. This list is meant to serve as a guideline only and is not intended to be all-inclusive. LJGA reserves the right to modify its policies, work rules and regulations, or establish such different or additional rules or regulations, as it deems appropriate and/or necessary at any time.

Non-Exclusive examples include, but are not limited to, the following:

- Disclosing or making available to unauthorized persons any Confidential Information.
- Rude, abusive, or obscene language or conduct on the premises of LJGA or a LJGA client such as, for example, the examples set forth in LJGA's Anti-Discrimination and Non-Harassment policy.
- Fighting or disorderly conduct.
- Gambling on the premises of LJGA or a LJGA client.

- Harassing, interfering with, or refusing to cooperate with co-workers in the performance of their duties.
- Unsatisfactory work performance.
- Tampering, altering, or falsifying time sheets or recording time on another employee's time sheets.
- Acts of dishonesty or theft.
- Excessive absenteeism or tardiness.
- Damage to equipment or machinery, waste of materials, or defacing the property of LJGA or a LJGA client.
- Insubordination or refusal to follow a supervisor's instructions or to perform assigned work.
- Failure to follow LJGA's or LJGA client policies, work rules, and procedures, including with respect anti-discrimination and non-harassment, drugs and alcohol, personal appearance, communications systems, conflicts of interest, and insider trading
- Actions that result in complaints from LJGA clients or that affect LJGA's reputation or business such as, for example, the non-exclusive examples listed above.



#### **BENEFITS**

Many states have specific Sick and Family Leave laws. You will find information about those in you employment package as it pertains to your local and state requirements.

### Vacations/Holidays/Personal/Sick Days

Employees must review their individual employment agreements regarding any paid leave. Should you have questions please contact the LJGA Human Resources Department.

### **Jury Duty**

Employees summoned to jury duty on a regularly scheduled work day must notify our office as soon as possible upon receiving notification. You must submit a copy of the summons or subpoena to LJGA's Human Resources Department as soon as it is received by you. In addition, proof of both the total number of days of jury duty that you served and completion of service must be submitted to LJGA's Human Resources Department when your period of jury duty is completed. You are required to report to work on those days when you are not needed by the court for jury duty. L. J. Gonzer Associates will handle Jury Duty as required by the state in which the employee must serve.

If LJGA feels that the jury service of an employee is inconvenient, subject to the employee's approval, LJGA's Human Resources Department may prepare a letter requesting a postponement of the jury duty.

LJGA Associates provides Jury Duty leave consistent with applicable state law. Please see your employment agreement as well as contact your personnel representative with the LJGA Human Resources Department for additional information.

#### Military Leave of Absence

Leaves of absence for military service or reserve duty are granted to employees in accordance with all applicable federal and state laws. We encourage you to contact LJGA's Human Resources Department to obtain more specific information about this policy and to seek any assistance.

### Family and Medical Leave

Under the federal Family and Medical Leave Act (FMLA), employees with at least twelve (12) months of employment and 1,250 hours of service with LJGA during the immediately preceding twelve (12) months before the leave is to start, may request an unpaid leave of absence totaling up to twelve (12) weeks during any twelve (12) month period in connection with the birth or adoption of a child, placement of a child through foster care, to care for a member of the employee's immediate family with a serious health condition (such as a child, spouse, or parent), and/or for the employee's own serious health condition:&ii up to 26 weeks of unpaid leave during a twelve month period if considered a military caregiver.

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Other LJGA employees may be used to replace employees on such leave and are put on notice that the duration of their assignment may be suspended or terminated to accommodate an employee returning to the assignment pursuant to the FMLA. Except under certain circumstances, employees on FMLA leave generally have the right to return to work to the same or equivalent position. During their leave, employees on such leave are also put on notice that an assignment with a customer may conclude by its own terms and be unavailable to them upon returning from such leave.

FMLA leave requests must be submitted in writing and provide reasonable and sufficient notice to the extent possible.

Several states have supplemental "Family/Medical" Leave Programs. You may be entitled to additional rights and benefits under applicable state law. Contact LJGA's Human Resources Department to obtain more specific information.

### **Continuation of Group Health Insurance**

LJGA complies with all applicable federal and state laws relating to COBRA (the Consolidated Omnibus Budget Reconciliation Act of 1985) including ARRA (the American Recovery and Reinvestment Act of 2009). COBRA is designed to provide the option of continued health coverage to qualified employees and their eligible dependents under circumstances in which coverage would otherwise end (for example, an employee's separation from employment).

Continuation coverage is available at group rates at the employee's own expense. If you would like additional information regarding COBRA coverage, please contact LJGA's Human Resources Department.

### **Short Term Disability Insurance**

LJGA provides employees with short-term disability insurance benefits in accordance with applicable state law. These benefits are funded by contributions from both the employee and LJGA. Required employee contributions are automatically withheld form an employee's paycheck.

While you are out on such leave, it is your responsibility to make arrangements with LJGA's Human Resources Department to continue making your health insurance premium payment.

If you would like additional information regarding short-term disability benefits, please contact LJGA's Human Resources Department.

### Workers' Compensation

To provide for payment of your medical expenses and for partial salary continuation in the event of a work-related accident or illness, you are covered by workers' compensation insurance. The amount of benefits payable to you and the duration of any payments depend upon the nature of

your injury or illness. In general, however, all medical expenses incurred in connection with an injury or illness are paid in full and partial salary payments are provided beginning with the fourth consecutive day of your absence from work.

If you are injured or become ill on the job, you must immediately report such injury or illness to LJGA's Human Resources Department. This ensures that LJGA can assist you in obtaining appropriate medical treatment. Your failure to follow this procedure may result in the appropriate workers' compensation report not being filed in accordance with applicable law, which may consequently jeopardize your right to benefits in connection with the injury or illness.

While you are out on such leave, it is your responsibility to make arrangements with LJGA's Human Resources Department to continue making your health insurance premium payment.

If you would like additional information regarding workers' compensation insurance, please contact LJGA's Human Resources Department.



### ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE HANDBOOK

I have received and read a copy of LJGA's Employee Handbook and related materials; including but not limited to, the policies contained therein governing Non-Discrimination and Anti-Harassment, Drugs and Alcohol, Confidential Information, and Communications Systems.

In consideration of my employment, I agree to adhere to the policies, rules and procedures contained in this Employee Handbook as well as any related materials and guidelines as they relate to both LJGA and any LJGA client's to whom I am assigned. I understand that the policies, rules, procedures and benefits may be amended, updated, modified, or deleted by LJGA at any time, without notice, in LJGA's sole discretion. I further understand that it is ultimately my responsibility to keep myself apprised of any changes to such policies, rules, procedures and benefits.

I understand that my employment with LJGA is at will and can be terminated by either LJGA or myself at any time, without notice, and with or without cause. I further understand that neither this Employee Handbook nor any other oral or written communication by LJGA (except for either a separate employment agreement signed by LJGA's President, or a writing through an authorized agreement to the extent applicable) is intended to in any way create an express or implied contract of employment or any promises as to the terms or conditions of my employment, or to in any way limit LJGA's ability to terminate my employment.

Signature	Date





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### Sexual harassment is against the law.

All employees have a legal right to a workplace free from sexual harassment, and L. J. Gonzer Associates is committed to maintaining a workplace free from sexual harassment.

L. J. Gonzer Associates has a sexual harassment prevention policy in place that protects you. This policy applies to all employees, paid or unpaid interns and non-employees in our workplace, regardless of immigration status.

If you believe you have been subjected to or witnessed sexual harassment, you are encouraged to report the harassment to a supervisor, manager or your recruitment coordinator so we can take action.

Our complete policy may be found: <a href="http://www.gonzer.com/wp-content/uploads/documents/employment-forms/LJGA\_SexualHarassmentPreventionPolicy.pdf">http://www.gonzer.com/wp-content/uploads/documents/employment-forms/LJGA\_SexualHarassmentPreventionPolicy.pdf</a>

### Our Complaint Form may be found:

http://www.gonzer.com/wpcontent/uploads/documents/employment-forms/LJGA\_HarassmentComplaintForm.pdf

If you have questions and to make a complaint, please contact:

Our Human Resource Department at L. J. Gonzer Associates 14 Commerce Drive, Suite 305 Cranford, NJ 07016 800.631.4218 info@gonzer.com

For more information and additional resources, please visit:



# **Harassment Complaint Form**

If you believe that you have been subjected to sexual harassment, you are encouraged to complete this form and submit it to your Recruitment Coordinator or our Human Resource Department. You will not 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 as outlined at the end of this form.

COMPLAINANT INFORMATION			
Naı	me:		
Wo	rk Address:	Work Phone:	
Iob	Title:	Email:	
,	_		
Sele	ect Preferred Communication Method:	Email Phone In person	
SU	PERVISORY INFORMATION		
Imr	nediate Supervisor's Name:		
Titl	e:		
Wo	rk Phone:	Work Address:	
CO	MPLAINT INFORMATION		
1.	. Your complaint of Sexual Harassment is made about:		
	Name:	Title:	
	Work Address: Wo	rk Phone:	
	Relationship to you: Supervisor Subo	rdinate Co-Worker Other	
	Please describe what happened and how it is additional sheets of paper if necessary and a		

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3.	Date(s) sexual harassment occurred:		
	Is the sexual harassment continuing?   Yes   No		
4.	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 complained or provided information (verbal or written) about related incidents? If yes, when and to whom did you complain or provide information?		
If you have retained legal counsel and would like us to work with them, please provide their contact information.			
Sig	nature: Date:		