



3G Warehouse, Inc.

**Employee
Handbook**

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Core Policies

1.0 Welcome

1.1 *A Welcome Policy*

Welcome! You have just joined a dedicated organization. We hope that your employment with 3G Warehouse, Inc. will be rewarding and challenging. We take pride in our employees as well as in the products and services we provide.

3G Warehouse, Inc. complies with all federal and state employment laws, and this handbook generally reflects those laws. The Company also complies with any applicable local laws, although there may not be an express written policy regarding those laws contained in the handbook.

The employment policies and/or benefits summaries in this handbook are written for all employees. When questions arise concerning the interpretation of these policies as they relate to employees who are covered by a collective-bargaining agreement, the answers will be determined by reference to the actual union contract, rather than the summaries contained in this handbook.

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

If you have questions about your employment or any provisions in this handbook, contact management.

We wish you success in your employment here at 3G Warehouse, Inc.!

All the best,

Lauren Nichols, President
3G Warehouse, Inc.

1.2 At-Will Employment

Your employment with 3G Warehouse, Inc. is on an "at-will" basis. This means your employment may be terminated at any time, with or without notice and with or without cause. Likewise, we respect your right to leave the Company at any time, with or without notice and with or without cause.

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

If a written contract between you and the Company is inconsistent with this handbook, the written contract is controlling.

Nothing in this handbook will be interpreted, applied, or enforced to interfere with, restrain, or coerce employees in the exercise of their rights

under Section 7 of the National Labor Relations Act.

2.0 Introductory Language and Policies

2.1 *About the Company*

3G Warehouse, Inc. is a Third-Party Logistics company that was opened in 2009 by Lauren Nichols who is a 3rd generation warehouse owner. 3G operates several modern, fully equipped locations throughout New York and New Jersey. With over 200,000 square feet of modern hi-bay warehouse space, 3G Warehouse, Inc. has become an integral part of the supply chain for companies both large and small.

3G Warehouse, Inc.'s goal is to make shipping and logistics easy! We offer E-commerce Fulfillment, Pick N Pack fulfillment and Kitting services on both the East and West Coast making distribution through the USA efficient and cost effective. 3G Warehouse, Inc. is WBE certified and has become a leading supplier on procurement projects. 3G Warehouse, Inc. leverages its buying power, relationships and logistics partners to service many different customers and government agencies.

3G Warehouse, Inc. has the vision and infrastructure to help customers grow their

business! Efficiency, Reliability and Transparency are and always will be the foundation of our business relationships!

2.2 *Ethics Code*

3G Warehouse, Inc. will conduct business honestly and ethically wherever operations are maintained. We strive to improve the quality of our services, products, and operations and will maintain a reputation for honesty, fairness, respect, responsibility, integrity, trust, and sound business judgment. Our managers and employees are expected to adhere to high standards of business and personal integrity as a representation of our business practices, at all times consistent with their duty of loyalty to the 3G Warehouse, Inc..

We expect that officers, directors, and employees will not knowingly misrepresent the Company and will not speak on behalf of the Company unless specifically authorized. The confidentiality of trade secrets, proprietary information, and similar confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) about the Company or operations, or that

of our customers or partners, is to be treated with discretion and only disseminated on a need-to-know basis (see policies relating to privacy).

Violation of the Code of Ethics can result in discipline, up to and including termination of employment. The degree of discipline imposed may be influenced by the existence of voluntary disclosure of any ethical violation and whether or not the violator cooperated in any subsequent investigation.

3.0 Hiring and Orientation Policies

3.1 *Conflicts of Interest*

3G Warehouse, Inc. is concerned with conflicts of interest that create actual or potential job-related concerns, especially in the areas of confidentiality, customer relations, safety, security, and morale. Accepting merchandise from a customer is an example of a conflict of interest and is not permitted.

If there is any actual or potential conflict of interest between you and a competitor, supplier, distributor, or contractor to the Company, you must disclose it to your supervisor. If an actual or potential conflict of interest is determined to exist, the Company will take such steps as it deems necessary to reduce or eliminate this conflict.

3.2 *Record Retention*

3G Warehouse, Inc. acknowledges its responsibility to preserve information relating to litigation, audits and investigations. Failure on the part of employees to follow this policy can result in possible civil and criminal sanctions against the Company and its employees and possible disciplinary action against responsible individuals (up to and including discharge of the employee). Each

employee has an obligation to contact the President to inform him of potential or actual litigation, external audit, investigation or similar proceeding involving the Company that may have an impact on record retention protocols.

3.3 Employment of Relatives and Friends

We will not employ friends or relatives in circumstances where actual or potential conflicts may arise that could compromise supervision, safety, confidentiality, security, and morale at 3G Warehouse, Inc.

A familial relationship among employees can create an actual or at least a potential conflict of interest in the employment setting, especially where one relative supervises another relative. To avoid this problem, the company may refuse to hire or place a relative in a position where the potential for favoritism or conflict exists. In other cases, such as personal relationships where a conflict or the potential for conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or discharged from employment, at the discretion of the Company. Accordingly, all parties to any type of intimate personal relationship must inform management. If two employees marry, become related, or enter into an intimate relationship, they

may not remain in a reporting relationship or in positions where one individual may affect the compensation or other terms or conditions of employment of the other individual. The Company generally will attempt to identify other available positions, but if no alternate position is available, the Company retains the right to decide which employee will remain with the Company.

For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

3.4 *Statements to the Media*

All media inquiries regarding the position of 3G Warehouse as to any issues must be referred to the President. Only the President is authorized to make or approve public statements on behalf of 3G Warehouse. No employees, unless specifically designated by the President are authorized to make those statements on behalf of the Company. Any employee wishing to write and/or publish an article, paper, or other publication on behalf of 3G Warehouse must first obtain approval from the President.

3.5 *Workplace Violence*

3G Warehouse. is strongly committed to providing a safe workplace. The purpose of this policy is to minimize the risk of personal injury to employees and damage to Company and personal property.

3G Warehouse does not expect employees to become experts in psychology or to physically subdue a threatening or violent individual. Indeed, 3G Warehouse specifically discourages employees from engaging in any physical confrontation with a violent or potentially violent individual. However, 3G Warehouse does expect and encourage employees to exercise reasonable judgment in identifying potentially dangerous situations.

Experts in the mental health profession state that prior to engaging in acts of violence, troubled individuals often exhibit one or more of the following behaviors or signs: over-resentment, anger and hostility; extreme agitation; making ominous threats such as bad things will happen to a particular person, or a catastrophic event will occur; sudden and significant decline in work performance; irresponsible, irrational, intimidating, aggressive or otherwise inappropriate behavior; reacting to questions with an antagonistic or overtly negative attitude; discussing weapons and their use, and/or brandishing weapons in the workplace; overreacting or reacting harshly to changes in Company policies and procedures; personality conflicts with co-workers; obsession or preoccupation with a co-worker or supervisor; attempts to sabotage the work or equipment of a co-worker; blaming others for mistakes and circumstances; or demonstrating a propensity to behave and react irrationally.

3.6 *Prohibited Conduct*

Threats, threatening language or any other acts of aggression or violence made toward or by any Company employee WILL NOT BE TOLERATED. For purposes of this policy, a threat includes any verbal or physical harassment or abuse, any attempt at intimidating or instilling fear in others, menacing gestures, flashing of

weapons, stalking or any other hostile, aggressive, injurious or destructive action undertaken for the purpose of domination or intimidation. To the extent permitted by law, employees and visitors are prohibited from carrying weapons onto Company premises.

3.7 *Procedures for Reporting a Threat*

All potentially dangerous situations, including threats by co-workers, should be reported immediately to any member of management with whom the employee feels comfortable. Reports of threats may be maintained confidential to the extent 3G Warehouse's ability to investigate and respond to the complaints. All threats will be promptly investigated. All employees must cooperate with all investigations. No employee will be subjected to retaliation, intimidation or disciplinary action as a result of reporting a threat in good faith under this policy.

If the Company determines, after an appropriate good faith investigation, that someone has violated this policy, the Company will take swift and appropriate corrective action.

If the employee is the recipient of a threat made by an outside party, that employee should follow the steps detailed in this

section. It is important for the Company to be aware of any potential danger in its offices. Indeed, the Company wants to take effective measures to protect everyone from the threat of a violent act by employees or by anyone else.

3.8 *Business Expense Reimbursement*

Employees will be reimbursed for reasonable approved expenses incurred in the course of business. These expenses must be approved by the employee's Supervisor, and may include air travel, hotels, motels, meals, cab fare, rental vehicles, or gas and car mileage for personal vehicles. All expenses incurred should be submitted to the President along with the receipts in a timely manner.

Employees are expected to exercise restraint and good judgment when incurring expenses. Employees should contact their Supervisor in advance if they have any questions about whether an expense will be reimbursed.

3.9 *New Hires and Introductory Periods*

The first 90 days of your employment is considered an introductory period. During this period, you will become familiar with 3G Warehouse, Inc. and your job responsibilities, and we will have the

opportunity to monitor the quality and value of your performance and make any necessary adjustments in your job description or responsibilities. Your introductory period with the Company can be shortened or lengthened as deemed appropriate by management and Human Resources. Completion of this introductory period does not imply guaranteed or continued employment. Nothing that occurs during or after this period should be construed to change the nature of the "at-will" employment relationship.

3.10 Employment Authorization Verification

New hires will be required to complete Section 1 of federal Form I-9 on the first day of paid employment and must present acceptable documents authorized by the U.S. Citizenship and Immigration Services proving identity and employment authorization no later than the third

business day following the start of employment with 3G Warehouse, Inc.. If you are currently employed and have not complied with this requirement or if your status has changed, inform your supervisor.

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

4.0 Wage and Hour Policies

4.1 Attendance Policy

If you know ahead of time that you will be absent or late, provide reasonable advance notice to your supervisor via phone. If your supervisor does not answer, please leave a message no later than the start of the work day with the main switchboard at 631-617-5951. If your supervisor is out on PTO (Paid Time Off), please notify another member of management. You may be required to provide documentation of any medical or other excuse for being absent or late where permitted by applicable law. Asking another employee, friend or relative to give this notice is improper and constitutes grounds for disciplinary action

3G Warehouse, Inc. reserves the right to apply unused paid time off to unauthorized absences. Absences resulting from approved leave, vacation, or legal requirements are exceptions to the policy.

4.2 Direct Deposit

3G Warehouse, Inc. encourages all employees to enroll in direct deposit. If you would like to take advantage of direct

deposit, ask your supervisor for an application form. Typically, the bank will begin the direct deposit of your payroll within 30 calendar days after you submit your completed application.

If you have selected the direct deposit payroll service, a check stub will be given to you on paydays described in the preceding sections in lieu of a check.

4.3 *Job Abandonment*

If you fail to show up for work or call in with an acceptable reason for the absence for a period of two consecutive days, you will be considered to have abandoned your job and voluntarily resigned from 3G Warehouse, Inc.

4.4 *Paycheck Deductions*

3G Warehouse, Inc. is required by law to make certain deductions from your pay each pay period. This includes income and unemployment taxes, Federal Insurance Contributions Act (FICA) contributions (Social Security and Medicare), and any other deductions required under law or by court order for wage garnishments. The amount of your tax deductions will depend on your earnings and the number of exemptions you list on your federal Form W-4 and applicable state withholding form. You may also authorize voluntary deductions from your paycheck, including

contributions for insurance premiums, retirement plans, spending accounts, or other services. Your deductions will be reflected in your wage statement.

The Company will not make deductions to your pay that are prohibited by federal, state, or local law. If you have any questions about deductions from your pay, contact your supervisor. You will be reimbursed in full for any isolated, inadvertent, or improper deductions, as defined by law. If an error is found, you will receive an immediate adjustment, which will be paid no later than your next regular payday.

5.0 Performance, Discipline, Layoff, and Termination

5.1 *Exit Interview*

You may be asked to participate in an exit interview when you leave 3G Warehouse, Inc. The purpose of the exit interview is to provide management with greater insight into your decision to leave employment; identify any trends requiring attention or opportunities for improvement; and to assist the Company in developing effective recruitment and retention strategies. All Company property including, but not limited to cell phones keys, gate access cards, employee handbook, etc., must be returned at separation. Employees also must return all of the Company's Confidential Information upon separation. You must also remove your personal possessions.

Upon separation you are not entitled to severance pay, except at the sole discretion of management.

To the extent permitted by law, employees will be required to repay the Company (through payroll deduction, if lawful) for any lost or damaged Company property. As noted previously, all employees are employed at-will and nothing in this handbook changes that status. Your cooperation in the exit interview process is appreciated.

5.2 *Outside Employment*

Outside employment that creates a conflict of interest or that affects the quality or value of your work performance or availability at 3G Warehouse, Inc. is prohibited. The Company recognizes that you may seek additional employment during off hours, but in all cases expects that any outside employment will not affect job performance, work hours, or scheduling, or otherwise adversely affect your ability to effectively perform your duties. Any conflicts should be reported to your supervisor. Failure to adhere to this policy may result in discipline up to and including termination.

5.3 Problem Solving Procedures

3G Warehouse, Inc. strives to provide a comfortable, productive, legal, and ethical work environment. To this end, we want you to bring any problems, concerns, or grievances you have about the work place to the attention of your supervisor and, if necessary, to upper level management. To help manage conflict resolution we have instituted the following problem solving procedure:

If you believe there is inappropriate conduct or activity on the part of the Company, management, its employees, vendors, customers, or any other persons or entities related to the Company, bring your concerns to the attention of your supervisor at a time and place that will allow the person to properly listen to your concern. Most problems can be resolved informally through dialogue between you and your immediate supervisor. If you have already brought this matter to the attention of your supervisor before and do not believe you have received a sufficient response, or if you believe that person is the source of the problem, present your concerns to upper level management.

Describe the problem, those persons involved in the problem, efforts you have made to resolve the problem, and any suggested solution you may have.

5.4 *Standards of Conduct*

3G Warehouse, Inc. wishes to create a work environment that promotes job satisfaction, respect, responsibility, integrity, and value for all our employees, clients, customers, and other stakeholders. We all share in the responsibility of improving the quality of our work environment. By deciding to work here, you agree to follow our rules.

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

Examples of inappropriate conduct include:

- Violation of the policies and procedures set forth in this handbook.

- Possessing, using, distributing, selling, or negotiating the sale of illegal drugs or other controlled substances.
- Being under the influence of alcohol during working hours on Company property (including in Company vehicles), or on Company business.
- Inaccurate reporting of the hours worked by you or any other employees.
- Providing knowingly inaccurate, incomplete, or misleading information when speaking on behalf of the Company or in the preparation of any employment-related documents including, but not limited to, job applications, personnel files, employment review documents, intra-company communications, or expense records.
- Taking or destroying Company property.
- Violating computer and communications policy.
- Possession of potentially hazardous or dangerous property (where not permitted) such as firearms, weapons, chemicals, etc., without prior authorization.
- Fighting with, or harassment of (as defined in our EEO - Equal

Employment Opportunity policy), any fellow employee, vendor, or customer.

- Violating safety rules.
- Disclosure of Company trade secrets and proprietary and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development information, customer lists, patents, trademarks, etc.) of the Company or its customers, contractors, suppliers, or vendors.
- Refusal or failure to follow directions or to perform a requested or required job task.
- Refusal or failure to follow safety rules and procedures.
- Excessive tardiness or absences.
- Smoking in nondesignated areas.
- Working unauthorized overtime.
- Solicitation of fellow employees on Company premises during working.
- Failure to dress according to Company policy.
- Use of obscene or harassing (as defined by our EEO policy) language in the workplace.
- Engaging in outside employment that interferes with your ability to perform your job at this Company.
- Gambling on Company premises.

- Lending keys or keycards to Company property to unauthorized persons.
- Wasting work materials.

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

6.0 General Policies

6.1 *Gifting Policy*

Employees shall not solicit or accept for personal benefit directly or indirectly any gift, loan, discount or any item of substantial monetary value from any person or company that is seeking to conduct or is currently conducting business with 3G Warehouse, Inc. Gifts, meals and accommodations of a reasonable value up to \$50 may be accepted. Employees must consult with management on the appropriateness of any gift exchange.

6.2 *Bulletin Boards*

3G Warehouse, Inc. maintains an official bulletin board for providing employees with official Company notices, including wage and hour laws, changes in policies, and other employment-related notices. At times the Company may also post information of general interest to employees on the bulletin board. You are responsible for being informed about this material by periodically reviewing the bulletin board. Only authorized personnel may add and remove notices from the bulletin board.

6.3 Computer Security and Copying of Software

Software programs purchased and provided by 3G Warehouse, Inc. are to be used only for creating, researching, and processing materials for Company use. By using Company hardware, software, and networking systems you assume personal responsibility for their use and agree to comply with this policy and other applicable Company policies, as well as city, state, and federal laws and regulations.

All software acquired for or on behalf of the Company, or developed by Company employees or contract personnel on behalf of the Company, is and will be deemed Company property. It is the policy of the Company to respect all computer software rights and to adhere to the terms of all software licenses to which the Company is a party.

You may not illegally duplicate any licensed software or related documentation. Unauthorized duplication of software may subject you and/or the Company to both civil and criminal penalties under the United States Copyright Act.

You may not duplicate, copy, or give software or company files to any outsiders including clients, contractors, customers, and others. You may use software on local area networks or on multiple machines only in accordance with applicable license agreements entered into by the Company.

6.4 Mail Use Policy

You are required to limit usage of the 3G Warehouse, Inc. mail service to business purposes only. You may not use the Company address to receive personal

mail. Do not use the Company postage meter for your personal mail. Report any suspicious packages or envelopes to management immediately.

6.5 Nonsolicitation/Nondistribution Policy

To avoid disruption of business operations or disturbance of employees, visitors, and others, 3G Warehouse, Inc. has implemented a

Nonsolicitation/Nondistribution Policy. For purposes of this policy, "solicitation" includes, but is not limited to, selling items or services, requesting contributions, and soliciting or seeking to obtain membership in or support for any organization.

Solicitation performed through verbal, written, or electronic means is covered by the Nonsolicitation/Nondistribution Policy.

You are prohibited from soliciting other employees during your assigned working time. For this purpose, working time means time during which either you or the employees who are the object of the solicitation are expected to be actively engaged with assigned work. You may conduct solicitations during your lunch period, coffee breaks, or other authorized nonworking time, so long as you do so when the other employees are also on

nonworking time.

To avoid inappropriate litter, clutter, and safety risks, you may not distribute literature or other items that are not work related in working areas at any time. Working areas do not include break/rest areas, lunch rooms, or parking lots. Electronic distribution of materials is prohibited during work time. Literature that violates the company's equal employment opportunity (EEO) and nonharassment policies (including threats of violence), or is knowingly and recklessly false, is never permitted. Non-employees are not permitted to distribute materials on company premises at any time.

This policy is not intended to restrict the statutory rights of employees, including the right to discuss terms and conditions of employment.

Violations of this policy should be reported to your supervisor.

6.6 Off-Duty Use of Employer Property or Premises

You may not use 3G Warehouse, Inc. property for personal use during working time. You are responsible for returning Company property in good condition and

repairing or replacing any property damaged as the result of personal use or as the result of negligence. This includes use of copy machines, computers, Company products, or office supplies for personal use without prior authorization.

It is Company policy to control off duty and nonworking hour use of Company facilities either for business or personal reasons. You are prohibited from using Company facilities during off duty or nonworking hours without the written consent of your supervisor.

6.7 *Open Door Policy*

At 3G Warehouse, Inc., we welcome suggestions for continued improvement and welcome your ideas for better ways to do your job, produce or sell the products or services of our Company, or meet customer and client needs. Discuss your ideas with your supervisor or another member of the management team.

We also encourage you to offer any suggestions derived from seminars, magazines, or other outside sources of information you believe would add value to the Company.

Understand that any suggestions,

innovations, inventions, or other matter created by you on work time or with Company tools or property are considered to be the property of the Company.

6.8 *Personal Appearance*

It is the policy of 3G Warehouse, Inc (3GW) to promote an image of professionalism. Employees are required to dress and groom in a manner that demonstrates a professional, business demeanor. Employees are relied on to exercise common sense and apply reasonable, good judgment in their clothing and appearance choices for the workplace. Moreover, employees are expected to dress in a manner that is consistent with this policy.

Employees should generally maintain a clean and neat appearance in the workplace and dress according to the requirements of their position. Any employee who is not dressed in proper professional attire consistent with this policy will be considered unsuitable to work and may be asked to go home and return to work appropriately dressed. In such a case, the employee will not be compensated for time spent away from work.

Any questions about the requirements of this policy or what constitutes appropriate workplace attire should be directed to the employee's supervisor or manager.

An employee whose appearance does not meet the standards of the Dress Code Policy will be counseled by his / her supervisor or manager. Repeated violations of the Dress Code Policy will result in

disciplinary action, up to and including termination.

Procedure:

- Managers and supervisors are responsible for interpreting and enforcing the Dress Code Policy.
- At the time of hire, an employee will be informed of the specific dress code requirement for his / her job.
- The length and fit of clothing must be appropriate so as to present a professional business appearance.
- Pants must be pulled up to the waist and secured with a belt, if needed.
- Hosiery or socks and appropriate, well-maintained shoes must be worn in the workplace.
- Hair and beards should be clean and neatly trimmed.
- Jewelry, if worn, should be worn keeping in mind employee safety
- Employees should refrain from wearing fragrant products in the workplace that others can smell,

such as perfumes, powders, scented body lotions, and similar products.

- All of the following are examples of clothing items that are not appropriate for our work environment. This list is general guidance and is not comprehensive.
 - ❑ No inappropriate or offensive slogan or novelty shirts, hats or bandannas
 - ❑ No snow boots, flip flops, beach shoes, or slippers
 - ❑ No shoes with holes or webbing
 - ❑ No distracting, offensive, or revealing clothes
 - ❑ No tank tops, halter tops, tube tops, or crop tops
 - ❑ No beachwear
 - ❑ Undergarments should not be visible through clothing
- Any employee who requires a reasonable accommodation based on religion, disability, or other grounds protected by federal, state, or local laws should contact their supervisor or Human Resources so we may work collaboratively and interactively to determine a reasonable accommodation. A reasonable accommodation will generally be granted unless it would cause undue hardship on 3GW.

3GW prohibits any form of discipline, reprisal, intimidation, or retaliation for requesting a reasonable accommodation for grounds protected by federal, state or local law.

6.9 Personal Cell Phone/Mobile Device Use

While 3G Warehouse, Inc. permits employees to bring personal cell phones and other mobile devices (i.e. smart phones, PDAs, tablets, laptops) into the workplace, you must not allow the use of such devices to interfere with your job duties or impact workplace safety and health.

Use of personal cell phones and mobile devices at work can be distracting and disruptive and cause a loss of productivity.

Phone calls should not be taken in the building. If you need to receive or make

an emergency call, you are expected to step outside of the facility. You should only use such personal devices during nonworking time, such as breaks and meal periods. During this time, use devices in a manner that is courteous to those around you. Outside of nonworking time, use of such devices should be minimal and limited to emergency use only. If you have a device that has a camera and/or audio/video recording capability, you are restricted from using those functions on Company property unless authorized in advance by management or when they are used in a manner consistent with your right to engage in concerted activity under section 7 of the National Labor Relations Act (NLRA).

Warehouse employees are expressly prohibited from using cell phones or mobile devices which includes the use of headsets and earbuds while working.

You are expected to comply with Company policies regarding the protection of confidential and proprietary information when using personal devices.

Nothing in this policy is intended to prevent employees from engaging in protected concerted activity under the NLRA.

You will be subject to disciplinary action up to and including termination of employment for violation of this policy.

6.10 Personal Data Changes

It is your obligation to provide 3G Warehouse, Inc. with your current contact information, including current mailing address, telephone number and emergency contact information. Inform the Company of any changes to your marital or tax withholding status. Failure to do so may result in loss of benefits or delayed receipt of W-2 and other mailings. To make changes to this information, contact your supervisor.

6.11 Security

All employees are responsible for helping to make 3G Warehouse, Inc. a secure work environment. Upon leaving work, protect any valuable or sensitive material in your work area and report any lost or stolen keys, passes, or similar devices to your supervisor immediately. Refrain from discussing specifics regarding Company security systems, alarms, passwords, etc. with those outside of the Company.

Immediately advise your supervisor of any

known or potential security risks and/or suspicious conduct of employees, customers, or guests of the Company. Safety and security is the responsibility of all employees and we rely on you to help us keep our premises secure.

6.12 Social Media Policy

At 3G Warehouse, Inc., we recognize the Internet provides unique opportunities to participate in interactive discussions and share information using a wide variety of social media. However, use of social media also presents certain risks and carries with it certain responsibilities. To minimize risks to the Company, you are expected to follow our guidelines for appropriate use of social media.

This policy applies to all employees who work for the Company.

Guidelines

For purposes of this policy, **social media** includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal website, social networking or affinity website, web bulletin board or a chat room, whether associated or affiliated with the Company, as well as any other

form of electronic communication.

Company principles, guidelines, and policies apply to online activities just as they apply to other areas of work. Ultimately, you are solely responsible for what you communicate in social media. You may be personally responsible for any litigation that may arise should you make unlawful defamatory, slanderous, or libelous statements against any customer, manager, owner, or employees of the Company.

Know and Follow the Rules

Ensure your postings are consistent with these guidelines. Postings that include unlawful discriminatory remarks, harassment, and threats of violence or other unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

Be Respectful

The Company cannot force or mandate respectful and courteous activity by employees on social media during nonworking time. If you decide to post complaints or criticism, avoid using statements, photographs, video, or audio that reasonably could be viewed as

unlawful, slanderous, threatening, or that might constitute unlawful harassment. Examples of such conduct might include defamatory or slanderous posts meant to harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, age, national origin, religion, veteran status, or any other status or class protected by law or Company policy. Your personal posts and social media activity should not reflect upon or refer to the Company.

Maintain Accuracy and Confidentiality

When posting information:

- Maintain the confidentiality of trade secrets, intellectual property, and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) related to the Company.
- Do not create a link from your personal blog, website, or other social networking site to a Company website that identifies you as speaking on behalf of the Company.

- Never represent yourself as a spokesperson for the Company. If the Company is a subject of the content you are creating, do not represent yourself as speaking on behalf of the Company. Make it clear in your social media activity that you are speaking on your own behalf.
- Respect copyright, trademark, third-party rights, and similar laws and use such protected information in compliance with applicable legal standards.

Using Social Media at Work

Do not use social media while on your work time, unless it is work related as authorized by your manager or consistent with policies that cover equipment owned by the Company.

Media Contacts

If you are not authorized to speak on behalf of the Company, do not speak to the media on behalf of the Company. Direct all media inquiries for official Company responses to Human Resources.

Retaliation and Your Rights

Retaliation or any other negative action is prohibited against anyone who, based on a reasonable belief, reports a possible deviation from this policy or cooperates in an investigation. Those who retaliate against others for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

Nothing in this policy is designed to interfere with, restrain, or prevent employees from communications regarding wages, hours, or other terms and conditions of employment, or to restrain employees in exercising any other right protected by law. All employees have the right to engage in or refrain from such activities.

6.13 *Telephone Use*

3G Warehouse Inc phones are only for work-related communications. Unless there is an emergency, limit telephone calls to business purposes only. Telephone use is subject to the Voicemail/Email/Internet Usage Policy.

6.14 *Third Party Disclosures*

From time to time, 3G Warehouse, Inc. may become involved in news stories or potential or actual legal proceedings of various kinds. When that happens, lawyers, former employees, newspapers, law enforcement agencies, and other outside persons may contact our employees to obtain information about the incident or the actual or potential lawsuit.

If you receive such a contact, you should not speak on behalf of the Company and should refer any call requesting the position of the Company to management.

6.15 *Workplace Privacy and Right to Inspect*

3G Warehouse, Inc. property, including but not limited to lockers, phones, computers, tablets, desks, work place areas, vehicles, or machinery, remains under the control of the Company and is subject to inspection at any time, without notice to any employees, and without their presence.

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

premises including that kept in lockers and desks.

7.0 Benefits

7.1 401(k) Plan

All regular full-time employees who are at least 21 years of age and have completed at least 6 months of employment at 3G Warehouse Inc are eligible to participate in the 401(k) plan. As with your insurance benefits, refer to your Summary Plan Description (SPD) provided by the benefits administrator for specifics. If you have further questions about pension or profit sharing rights, consult with the benefits administrator. This benefit, as well as other benefits, may be canceled or changed at the discretion of the Company, unless otherwise required by law.

7.2 Exempt Personnel

It is 3G Warehouse's policy and practice to accurately compensate employees and to do so in compliance with all applicable state and federal laws. To ensure proper payment and that no improper deductions are made, employees must review pay stubs promptly to identify and report all errors.

If you are classified as exempt at the time of your hiring, you are not eligible for overtime pay as otherwise required by federal, state, or local laws. If you have a

question regarding whether you are exempt or nonexempt, contact your supervisor for clarification.

Those classified as exempt salaried employees will receive a salary which is intended to compensate them for all hours they may work for 3G Warehouse. This salary will be established at the time of hire or classification as an exempt employee. While it may be subject to review and modification from time to time, such as during salary review times, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work performed.

Under federal and state law, salary is subject to certain deductions. For example, unless state law requires otherwise, salary can be reduced for the following reasons:

full-day absences for personal reasons;
full-day absences for sickness or disability if the deduction is made in accordance with a bona fide plan, policy or practice of providing wage replacement benefits for such absences (deductions also may be made for the exempt employee's full-day absences due to sickness or disability before the employee has qualified for the plan, policy or practice or after the employee

has exhausted the leave allowance under the plan);
full-day disciplinary suspensions for infractions of our written policies and procedures;
Family and Medical Leave Act absences (either full- or partial-day absences);
to offset amounts received as payment from the court for jury and witness fees or from the military as military pay;
the first or last week of employment in the event the employee works less than a full week; and
any full work week in which the employee does not perform any work.
Salary may also be reduced for certain types of deductions such as a portion of health, dental or life insurance premiums; state, federal or local taxes; social security; or voluntary contributions to a 401(k) or pension plan.

In any work week in which the employee performed any work, salary will not be reduced for any of the following reasons:

partial day absences for personal reasons, sickness or disability;
an absence because the Company has decided to close a facility on a scheduled work day;
absences for jury duty, attendance as a witness, or military leave in any week in which the employee performed any work (subject to any offsets as set forth above); and

any other deductions prohibited by state or federal law.

However, unless state law provides otherwise, deductions may be made to accrued leave for full- or partial-day absences for personal reasons, sickness or disability.

If employees believe they have been subject to any improper deductions, they should immediately report the matter to a supervisor. If the supervisor is unavailable or if the employee believes it would be inappropriate to contact that person (or if the employee has not received a prompt and fully acceptable reply), they should immediately contact your supervisor or any manager within 3G Warehouse with whom the employee feels comfortable.

7.3 Holidays

Employees will be notified on an annual basis of the holidays that the company will be observing.

This schedule is subject to change based on the operating needs of our business. If one of the above holidays falls on Saturday or Sunday, you will be notified in advance how or if it will be observed.

Eligible employees receive a paid holiday only if the holiday falls on a day they are normally scheduled to work.

Full-time employees are eligible for paid holidays after 90 days of employment.

Employees who wish to observe a holiday which is not on the company's annual holiday schedule may use a paid time off day in observance of that holiday, with prior management approval.

Non-exempt employees are required to work their scheduled day before and after the holiday in order to be paid for it, unless absent with prior management approval. Exempt employees will receive holiday pay in compliance with state and federal wage and hour laws.

7.4 *Life Insurance*

3G Warehouse, Inc. offers employees with the opportunity to enroll in our life insurance program. Please speak with your supervisor for details regarding this.

7.5 *Regular Full-Time Personnel*

Regular full-time employees are those who have completed their introductory period and are regularly scheduled to work at least 40 hours per week. Unless stated otherwise or specifically permitted by law, all the benefits provided to employees at 3G Warehouse, Inc. are for regular full-time employees only. This includes vacation, holiday pay, health insurance, and other benefits coverage.

7.6 *Regular Part-Time Personnel*

3G Warehouse, Inc. classifies part time employees as outlined below:

Part-Time Regular Employees: Work more than 25 hours, but less than 40 hours on a consistent weekly basis.

Part-Time Employees: Work less than 25 hours per week.

Part-time employees are not eligible for

3G Warehouse, Inc. benefits unless specified otherwise in this handbook, in the benefit plan summaries, or specifically permitted by law.

7.7 Unemployment Compensation Insurance Policy

Unemployment compensation insurance is paid for by 3G Warehouse, Inc. and provides temporary income for employees who have lost their job under certain circumstances. Your eligibility for unemployment compensation will, in part, be determined by the reasons for your separation from the Company.

7.8 Workers' Compensation Insurance Policy

Workers' compensation is a no-fault system designed to provide benefits to all employees for work-related injuries. Workers' compensation insurance coverage is paid for by employers and governed by state law. The workers' compensation system provides for coverage of medical treatment and expenses, occupational disability leave, and rehabilitation services, as well as payment for lost wages due to work related injuries. If you are injured on the job while working at 3G Warehouse, Inc.,

no matter how slightly, you are to report the incident immediately to your supervisor. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim for benefits.

To receive workers' compensation benefits, notify your supervisor immediately of your claim. If your injury is the result of an on-the-job accident, you must fill out an accident report. You will be required to submit a medical release before you can return to work.

7.9 Family and Medical Leave (FMLA) Policy

In accordance with the Family and Medical Leave Act of 1993 (FMLA), 3G Warehouse, Inc. provides up to 12 or 26 weeks of unpaid, job-protected leave in a 12-month period to covered employees in certain circumstances.

Eligibility

To qualify for FMLA leave, you must:

1. Have worked for the Company for at least 12 months, although it need not be consecutive;
2. Worked at least 1,250 hours in the last 12 months; and

3. Be employed at a worksite that has 50 or more employees within 75 miles.

Leave Entitlement

You may take up to 12 weeks of unpaid FMLA leave in a 12-month period for any of the following reasons:

- The birth of a child and in order to care for that child (leave must be completed within one year of the child's birth);
- The placement of a child with you for adoption or foster care and in order to care for the newly placed child (leave must be completed within one year of the child's placement);
- To care for a spouse, child, or parent with a serious health condition;
- To care for your own serious health condition, which makes you unable to perform any of the essential functions of your position; or
- A qualifying exigency of a spouse, child, or parent who is a military member on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty).

The 12-month period is a calendar year.

You may take up to 26 weeks of unpaid FMLA leave in a single 12-month period, beginning on the first day that you take FMLA leave to care for a spouse, child, or next of kin who is a covered service member and who has a serious injury or illness related to active duty service.

As used in the policy:

- **Spouse** means a husband or wife as recognized under state law for the purposes of marriage in the state or other territory or country where the marriage took place.
- **Child** means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18 or age 18 or older and incapable of self-care because of a mental or physical disability at the time FMLA leave is to commence. A child for the purposes of military exigency or military care leave can be of any age.
- **Parent** means a biological, adoptive, step, or foster parent or any other individual who stood in loco parentis to you when you were a child.

- ***Next of kin*** for the purposes of military care leave is a blood relative other than a spouse, parent, or child in the following order: brothers and sisters, grandparents, aunts and uncles, and first cousins. If a military service member designates in writing another blood relative as his or her caregiver, that individual will be the only next of kin. In appropriate circumstances, you may be required to provide documentation of next of kin status.
- ***Serious health condition*** means an illness, injury, impairment, or physical or mental condition that involves either inpatient care or continuing treatment by a health care provider. Ordinarily, unless complications arise, cosmetic treatments and minor conditions such as the cold, flu, ear aches, upset stomach, minor ulcers, headaches (other than migraines), and routine dental problems are examples of conditions that are not serious health conditions under this policy. If you have any questions about the types of conditions that may qualify, contact Human Resources.

- ***Health care provider*** means a medical doctor or doctor of osteopathy, physician assistant, podiatrist, dentist, clinical psychologist, optometrist, nurse practitioner, nurse-midwife, clinical social worker, or Christian Science practitioner licensed by the First Church of Christ. Under limited circumstances, a chiropractor or other provider recognized by our group health plan for the purposes of certifying a claim for benefits may also be considered a health care provider.
- ***Qualifying exigencies*** for military exigency leave include:
 - Short-notice call-ups/deployments of seven days or less (**Note:** Leave for this exigency is available for up to seven days beginning the date of call-up notice);
 - Attending official ceremonies, programs, or military events;
 - Special child care needs created by a military call-up including making alternative child care arrangements, handling urgent and nonroutine child care situations, arranging for

- school transfers, or attending school or daycare meetings;
- Making financial and legal arrangements;
 - Attending counseling sessions for yourself, the military service member, or the military service members' son or daughter who is under 18 years of age or is 18 or older but incapable of self-care because of a mental or physical disability;
 - Rest and recuperation (**Note:** Fifteen days of leave is available for this exigency per event);
 - Post-deployment activities such as arrival ceremonies, re-integration briefings, and other official ceremonies sponsored by the military (**Note:** Leave for these events are available for 90 days following the termination of active duty status). This type of leave may also be taken to address circumstances arising from the death of a covered military member while on active duty;

- Parental care when the military family member is needed to care for a parent who is incapable of self-care (such as arranging for alternative care or transfer to a care facility); and
 - Other exigencies that arise that are agreed to by both the Company and you.
- A ***serious injury/illness*** incurred by a service member in the line of active duty or that is exacerbated by active duty is any injury or illness that renders the service member unfit to perform the duties of his or her office, grade, rank, or rating.

Notice and Leave Request Process

If the need for leave is foreseeable because of an expected birth/adoption or planned medical treatment, you must give at least 30 days' notice. If 30 days' notice is not possible, give notice as soon as practicable (within one or two business days of learning of your need for leave). Failure to provide appropriate notice may result in the delay or denial of leave.

In addition, if you are seeking intermittent or reduced schedule leave that is foreseeable due to planned medical

treatment or a series of treatments for yourself, a family member, or covered service member, you must consult with the Company first regarding the dates of this treatment to work out a schedule that best suits your needs or the needs of the covered military member, if applicable, and the Company.

If the need for leave is unforeseeable, provide notice as soon as possible. Normal call-in procedures apply to all absences from work, including those for which leave under this policy may be requested. Failure to provide appropriate notice may result in the delay or denial of leave.

Certification of Need for Leave

If you are requesting leave because of your own or a covered relative's serious health condition, you and the relevant health care provider must supply appropriate medical certification. You may obtain Medical Certification forms from your supervisor. When you request leave, the Company will notify you of the requirement for medical certification and when it is due (at least 15 days after you request leave). If you provide at least 30 days' notice of medical leave, you should also provide the medical certification before leave begins. Failure to provide

requested medical certification in a timely manner may result in denial of FMLA-covered leave until it is provided.

At our expense, the Company may require an examination by a second health care provider designated by us. If the second health care provider's opinion conflicts with the original medical certification, we, at our expense, may require a third, mutually agreeable, health care provider to conduct an examination and provide a final and binding opinion. Subsequent medical recertification may also be required. Failure to provide requested certification within 15 days, when practicable, may result in delay of further leave until it is provided.

The Company also reserves the right to require certification from a covered military member's health care provider if you are requesting military caregiver leave and certification in connection with military exigency leave.

Call-In Procedures

In all instances of absence, the call-in procedures and standards established for giving notice of absence from work must be followed.

Leave Increments

Intermittent Leave

If medically necessary, FMLA leave for a serious health condition may be taken intermittently (in separate blocks of time due to a serious health condition) or on a reduced leave schedule (reducing the usual number of hours you work per workweek or workday). FMLA leave may also be taken intermittently or on a reduced leave schedule for a qualifying exigency relating to covered military service.

As FMLA leave is unpaid, the Company will reduce your salary based on the amount of time actually worked. In addition, while you are on an intermittent or reduced schedule leave that is foreseeable due to planned medical treatments, the Company may temporarily transfer you to an available alternative position that better accommodates your leave schedule and has equivalent pay and benefits.

Parental Leave

Leave for the birth or placement of a child must be taken in a single block and cannot be taken on an intermittent or reduced schedule basis. Parental leave

must be completed within 12 months of the birth or placement of the child; however, you may use parental leave before the placement of an adopted or foster child to consult with attorneys, appear in court, attend counseling sessions, etc.

Family Care, Personal Medical, Military Exigency, and Military Care Leave

Leave taken for these reasons may be taken in a block or blocks of time. In addition, if a health care provider deems it necessary or if the nature of a qualifying exigency requires, leave for these reasons can be taken on an intermittent or reduced-schedule basis.

Paid Leave Utilization During FMLA Leave

FMLA leave is unpaid. If you are taking parental, family care, military exigency, and/or military care leave, you must utilize available vacation/PTO, personal days, and/or family illness days during this leave. If you are taking personal medical leave, you must utilize available sick, personal, and vacation/PTO days during this leave. If you are receiving short- or long-term disability or workers' compensation benefits during a personal medical leave, you will not be required to

utilize these benefits. However, you may elect to utilize accrued benefits to supplement these benefits.

Fitness for Duty Requirements

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

Health Insurance

Your health insurance coverage will be maintained by the Company during leave on the same basis as if you were still working. You must continue to make timely payments of your share of the premiums for such coverage. Failure to pay premiums within 30 days due date may result in a lapse of coverage. If this occurs, you will be notified 15 days before the date coverage will lapse that coverage will terminate unless payments are promptly made.

Reinstatement

Upon returning to work at the end of leave, you will generally be placed in your original job or an equivalent job with equivalent pay and benefits. You will not lose any benefits that accrued before leave was taken.

Spouse Aggregation

If you and your spouse are both employed by the Company, the total number of weeks to which you are both entitled in the aggregate because of the birth or placement of a child or to care for a parent with a serious health condition will be limited to 12 weeks per leave year. Similarly, spouses employed by the Company will be limited to a combined total of 26 weeks of leave to care for a military service member. This 26-week leave period will be reduced, however, by the amount of leave taken for other qualifying FMLA events. This type of leave aggregation does not apply to leave needed for your own serious health condition, to care for a spouse or child with a serious health condition, or because of a qualifying exigency.

Failure to Return

If you fail to return to work or fail to make a request for an extension of leave prior to the expiration of the leave, you will be deemed to have voluntarily terminated your employment. The Company is not required to grant requests for open-ended leaves with no reasonable return date under these policies or as disability accommodations.

Alternative Employment

While on leave of absence, you may not work or be gainfully employed either for yourself or others unless express, written permission to perform such outside work has been granted by the Company. If you are on a leave of absence and are found to be working elsewhere without permission, you will be subject to disciplinary action up to and including termination.

Leave Restrictions

While on an approved leave of absence, including FMLA leave, notify your supervisor before traveling more than 75 miles away from the vicinity where the leave is to take place. This requirement ensures that the travel is for reasons consistent with the need for leave, such

as medical treatment needed at a facility outside the 75-mile radius.

While you are on an approved leave of absence, including FMLA leave, notify and obtain approval from your supervisor before participating in educational coursework (whether in person or online). This requirement ensures that the coursework is not inconsistent with the stated need for leave.

Interaction with State and Local Laws

Where state or local family and medical leave laws offer more protections or benefits to employees, the protections or benefits that are more favorable to the employee, as provided by these laws, will apply.

Abuse of Leave

If you are found to have provided a false reason for a leave, you will be subject to disciplinary action up to and including termination.

Designation of Leave

If the Company becomes aware of any qualifying reason for FMLA leave, the Company will designate it as such. An

employee may not refuse FMLA designation under this policy.

Retaliation

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

7.10 Military Leave (USERRA)

3G Warehouse, Inc. complies with applicable federal and state law regarding military leave and re-employment rights. Unpaid military leave of absence will be granted to members of the uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA; with amendments) and all applicable state law. You must submit documentation of the need for leave to your supervisor. When returning from military leave of absence, you will be reinstated to your previous position or a similar position, in accordance with state and federal law. You must notify your supervisor of your intent to return to employment based on requirements of the law. For more information regarding status, compensation, benefits, and reinstatement upon return from military leave, contact your supervisor.

8.0 Safety and Loss Prevention

8.1 General Safety Policy

It is the responsibility of all 3G Warehouse, Inc. employees to maintain a healthy and safe work environment. Report all safety hazards and occupational illnesses or injuries to your supervisor as soon as reasonably possible and complete an occupational illness or injury form as needed. Failure to follow the Company health and safety rules may result in disciplinary action, up to and including termination of employment.

8.2 Policy Against Workplace Violence

As the safety and security of our employees, vendors, contractors, and the general public is in the best interests of 3G Warehouse, Inc., we are committed to working with our employees to provide a work environment free from violence, intimidation, and other disruptive behavior.

Zero Tolerance Policy

The Company has a zero tolerance policy regarding workplace violence and will not tolerate acts or threats of violence,

harassment, intimidation, and other disruptive behavior, either physical or verbal, that occurs in the workplace or other areas. This applies to management, co-workers, employees, and non-employees such as contractors, customers, and visitors.

Workplace violence can include oral or written statements, gestures, or expressions that communicate a direct or indirect threat of physical harm, damage to property, or any intentional behavior that may cause a person to feel threatened.

Prohibited Conduct

Prohibited conduct includes, but is not limited to:

- Physically injuring another person.
- Threatening to injure a person or damage property by any means, including verbal, written, direct, indirect, or electronic means.
- Taking any action to place a person in reasonable fear of imminent harm or offensive contact.
- Possessing, brandishing, or using a firearm on Company property or while performing Company business except as permitted by state law.

- Violating a restraining order, order of protection, injunction against harassment, or other court order.

Reporting Incidents of Violence

Report to your supervisor, in accordance with this policy, any behavior that compromises our ability to maintain a safe work environment. All reports will be investigated immediately and kept confidential, except where there is a legitimate need to know. You are expected to cooperate in any investigation of workplace violence.

Violations

Violating this policy may subject you to criminal charges as well as discipline up to and including immediate termination of employment.

Retaliation

Victims and witnesses of workplace violence will not be retaliated against in any manner. In addition, you will not be subject to discipline for, based on a reasonable belief, reporting a threat or for cooperating in an investigation.

If you initiate, participate, are involved in retaliation, or obstruct an investigation into

conduct prohibited by this policy, you will be subject to discipline up to and including termination.

If you believe you have been wrongfully retaliated against, immediately report the matter to management.

9.0 Trade Secrets and Inventions

9.1 Confidentiality and Nondisclosure of Trade Secrets

As a condition of employment, 3G Warehouse, Inc. employees are required to protect the confidentiality of Company trade secrets, proprietary information, and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) related to the Company. Access to this information should be limited to a "need to know" basis and should not be used for personal benefit, disclosed, or released without prior authorization from management. If you have information that leads you to suspect that employees or competitors are obtaining such information, you are required to inform your supervisor.

Violation of this policy may result in discipline or termination, and may subject the violator to civil liability.

10.0 Customer Relations

10.1 Customer, Client, and Visitor Relations

3G Warehouse, Inc. strives to provide the best products and services possible to our customers and clients. Our customers and clients support this business and generate your wages. You are expected to treat every customer, client, or visitor with the utmost respect and courtesy during your working time. You should never argue or act in a disrespectful manner towards a visitor or customer during your working time. If you are having problems with a customer, client, or visitor, notify your supervisor immediately. If a customer, client, or visitor voices a suggestion, complaint, or concern regarding our products or services, inform your supervisor or a member of management. Lastly, make every effort to be prompt in following up on customer, client, or visitor orders or questions. Positive customer, client, and visitor relations will go a long way to establishing our Company as a leader in its field.

10.2 Products and Services Knowledge

As a representative of 3G Warehouse, Inc., you are expected to be familiar with the services we offer. Take every opportunity to learn the interrelationship between your department or division and the others of the Company. We consider our employees to be the best reflection of our business brand and company success.

New York Policies

11.0 Hiring and Orientation Policies

11.1 Disability Accommodation

3G Warehouse, Inc. complies with the Americans with Disabilities Act (ADA), the Pregnancy Discrimination Act, and all applicable state and local fair employment practices laws, and is committed to providing equal employment opportunities to qualified individuals with disabilities, including disabilities related to pregnancy, childbirth, and related conditions. Consistent with this commitment, the Company will provide reasonable accommodation to otherwise qualified individuals where appropriate to allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship on the business.

If you require an accommodation because of your disability, it is your responsibility to notify your supervisor. You may be asked to include relevant information such as:

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

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

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

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

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

11.2 EEO Statement and Non-harassment Policy

Equal Employment Opportunity Policy

3G Warehouse, Inc. is committed to complying with all federal, state, and local equal employment laws. To that end, the Company is dedicated to maintaining a work environment that is free from harassment and discrimination on the basis of age, race, creed, color, national origin (including ancestry), religion, gender or sex, sexual orientation, pregnancy (including childbirth and related medical conditions), alienage or citizenship status (unless required by law), disability, marital status, partnership status, caregiver status, domestic violence victim status, familial status, military status, unemployment status, genetic information (including genetic

characteristics), or any other protected status under federal, state, or local laws. The Company is dedicated to the fulfillment of this policy with respect to all aspects of employment, including, but not limited to, recruiting, hiring, placement, transfer, training, promotion, compensation, termination, and all other terms, conditions, and privileges of employment.

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

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

Policy Against Workplace Harassment

3G Warehouse, Inc. has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's age, race, creed, color, national origin (including ancestry), religion, gender or sex, sexual orientation, pregnancy (including childbirth and related medical conditions), alienage or citizenship status (unless required by law), disability, marital status, partnership status, caregiver status, domestic violence victim status, familial status, military status, unemployment status, genetic information (including genetic characteristics), or any other protected status under federal, state, or local laws. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

Sexual Harassment

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

For additional information on sexual harassment, including how to file a claim, see the Sexual Harassment Policy.

Other Harassment

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion toward an individual because of the individual's age, race, creed, color, national origin (including ancestry), religion, gender or sex, sexual orientation, pregnancy (including childbirth and related medical conditions), alienage or citizenship status (unless required by law), disability, marital status, partnership status, caregiver status, domestic violence victim status, familial status, military status, unemployment status, genetic information (including genetic characteristics), or any other protected status under federal, state, or local laws.

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

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that

relate to the above protected categories;

- Examples of conduct that violate this policy include
- unwelcome flirtations, leering, whistling, touching, pinching, assault, blocking normal movement;
- requests for sexual favors or demands for sexual favors in exchange for favorable treatment;
- obscene or vulgar gestures, posters or comments;
- sexual jokes or comments about a person's body, sexual prowess or sexual deficiencies;
- propositions or suggestive or insulting comments of a sexual nature;
- derogatory cartoons, posters and drawings;
- sexually-explicit e-mails, text messages or voicemails;
- uninvited touching of a sexual nature;
- unwelcome sexually-related comments;
- conversation about one's own or someone else's sex life;
- conduct or comments consistently

targeted at only one gender, even if the content is not sexual; and

- teasing or other conduct directed toward a person because of the person's gender.
- Written or graphic material that insults, stereotypes, or shows aversion or hostility toward an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on our premises, or circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance toward any select group.

Reporting Discrimination and Harassment

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

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

We will promptly and thoroughly

investigate any claim and take appropriate action where we find a claim has merit. To

the extent possible, we will retain the confidentiality of those who report suspected or alleged violations of the harassment policy.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If the Company determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the Company may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped.

11.3 Sexual Harassment Policy

Introduction

Introduction 3G Warehouse, Inc. is committed to maintaining a workplace free from sexual harassment. Sexual harassment is a form of workplace discrimination. Sexual harassment is unlawful and subjects the Company to liability. The Company prohibits any form of sexual harassment and all employees are required to work in a manner that prevents sexual harassment in the workplace. This policy is one component of our commitment to a harassment-free and discrimination-free work environment.

You have the right to a workplace free from sexual harassment and can enforce this right by filing a complaint internally with the Company, with an administrative agency, or in a federal, state, or local court (if applicable).

Policy

- **Application.** This policy applies to all employees, applicants for employment, interns (paid or unpaid), and "non-employees," regardless of immigration status. A non-employee is someone who is (or is employed by) a contractor, subcontractor, vendor, consultant, or anyone providing services pursuant to a contract with the Company. Protected nonemployees include persons commonly referred to as independent contractors, "gig" workers, and temporary workers. Also included are persons providing equipment repair, cleaning services, or any other services pursuant to a contract with the employer.
- **Sexual Harassment Prohibited.** Sexual harassment is prohibited. Sexual harassment is a form of

misconduct and will not be tolerated. All employees or other individuals covered under this policy who engage in sexual harassment will be subject to disciplinary action up to and including termination.

- **Retaliation Prohibited.** The Company will not take an adverse employment action against any person covered by this policy who in good faith reports an incident of sexual harassment, provides information about an incident of sexual harassment, or otherwise assists in an investigation of a sexual harassment complaint. The Company will not tolerate retaliation against anyone who, in good faith, reports or provides information about suspected sexual harassment. Anyone who retaliates against another individual involved in a sexual harassment investigation will be subjected to disciplinary action, up to and including termination. All employees, interns, or non-employees in the workplace who believe they have been subjected to such retaliation should inform their supervisor. 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.

- **Liability for Sexual Harassment.** Sexual harassment is offensive, is a violation of Company policy, is unlawful, and subjects the Company to liability to victims of sexual harassment. Sexual harassers may also be individually subject to liability. Any individual, including management, who engages in sexual harassment or who allows such behavior to continue, will be penalized for such misconduct.
- **Investigation of Sexual Harassment Claims.** The Company will conduct a timely investigation when management receives a complaint about possible sexual harassment or otherwise knows of possible sexual harassment occurring. The Company will keep the investigation confidential to the extent possible. The Company will take corrective action when sexual harassment is found to have occurred. All employees, including managers and supervisors, are required to cooperate with any investigation of sexual harassment.

- **Reporting Sexual Harassment.** All employees and any other individuals covered by this policy are encouraged to report any behavior or conduct that violates the Company sexual harassment policy. A complaint form is provided below.
- **Reporting for Managers and Supervisors.** Managers and supervisors are required to report any sexual harassment complaint that they receive and any sexual harassment that they observe to the Owner.

Definition of 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 means unwelcome conduct that is either of a sexual nature or that is directed at an individual because of that individual's sex when:

- Such conduct has the purpose or effect of unreasonably interfering

with an individual's work performance or creating an intimidating, hostile, or offensive work environment, even if the complaining individual is not the intended target of the sexual harassment;

- Such conduct is made either explicitly or implicitly a term or condition of employment; or
- Submission to or rejection of such conduct is used as the basis for employment decisions affecting an individual's employment.

A sexually harassing hostile work environment consists of words, signs, jokes, pranks, intimidation, or physical violence that are of a sexual nature. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory statements, or sexually discriminatory remarks made by someone that are offensive or objectionable to the recipient, that cause the recipient discomfort or humiliation, or that interfere with the recipient's job performance.

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 or not during work hours.

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 called "quid pro quo" harassment.

Sexual harassment can occur between any individuals, regardless of their sex or gender.

Although it is not possible to identify every act that constitutes sexual harassment, the following are some examples:

- Physical acts of a sexual nature, such as:
 - Touching, pinching, patting, grabbing, brushing against another employee's body or poking another employees' body; or
 - Rape, sexual battery, molestation, or attempts to commit these assaults.
- Unwanted sexual advances, requests, or propositions, such as:

- Requests for dates after being informed that interest is unwelcome;
- Offers of employment benefits such as promotions, favorable evaluations, favorable duties, or shifts in exchange for sexual favors;
- Requests for sexual favors accompanied by implied or overt threats concerning the victim's job performance evaluation, a promotion, or other job benefits or detriments; or
- Subtle or obvious pressure for unwelcome sexual activities.
- Sexually oriented gestures, noises, remarks, jokes, or comments about a person's sexuality, sexual experience, sexual behavior, or physical appearance, 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 look or act.
- Sexual or discriminatory displays or publications anywhere in the

workplace, such as displaying emails, pictures, posters, calendars, graffiti, objects, promotional material, reading materials, or other materials that are sexually demeaning or pornographic (this includes sexual displays on workplace computers or cell phones and sharing these 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; or
 - Bullying, yelling, or name-calling.

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 (for example, threats of physical violence outside of work hours).

The Company prohibits retaliation against an employee who engages in "protected activity," which occurs when an employee has:

- Filed a formal complaint of sexual harassment either internally with the Company or externally with an administrative agency or a court of law;
- Testified or assisted in an administrative or court proceeding involving sexual harassment;
- Opposed sexual harassment by making a verbal or informal complaint to management or by informing a supervisor or manager of harassment;
- Complained that another employee has been sexually harassed; or
- Encouraged a fellow employee to report harassment.

The Company anti-retaliation provision is not intended to protect persons making intentionally false charges of sexual harassment.

Reporting Sexual Harassment

Preventing sexual harassment is everyone's responsibility. The Company cannot prevent or remedy sexual harassment unless we know about it. Reports of sexual harassment may be made verbally or in writing. If you believe you have been subjected to sexual harassment, or if you witness or become aware of potential instances of sexual harassment, complete a complaint form (at the end of this policy) and submit it to your supervisor. If you are reporting sexual harassment on behalf of other employees, use the complaint form in this policy and note you are reporting on another's behalf.

Supervisory Responsibilities

Supervisors and managers who receive a sexual harassment complaint or who observe sexual harassment are required to report that complaint or observation to the Owner. Supervisors and managers who knowingly allow sexual harassment to occur and fail to report the sexual harassment will be subject to disciplinary action up to and including termination.

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

retaliation against anyone who reports sexual harassment.

Investigation of Sexual Harassment Complaints

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, will commence immediately, and will be completed as quickly as 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 individual may be required to cooperate as needed in an investigation of suspected sexual harassment. The Company 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 will generally include the following steps:

- Upon receipt of complaint, we will conduct an immediate review of the allegations and take any interim actions (such as instructing the respondent to refrain from communications with the complainant), as appropriate. If the complaint is verbal, you will be encouraged to complete the Complaint Form in writing. If you refuse, the Company may prepare a Complaint Form based on the verbal reporting.
- If documents, emails, or phone records are relevant to the investigation, the Company will take steps to obtain and preserve them.
- The Company will request and review all relevant documents, including all electronic communications.
- The Company will interview all parties involved, including any relevant witnesses.
- The Company will create a written documentation of the investigation (such as a letter, memo, or email) containing the following:

- A list of all documents reviewed, along with a detailed summary of relevant documents;
- A list of names of those interviewed, along with a detailed summary of their statements;
- A timeline of events;
- A summary of prior relevant incidents, reported or unreported; and
- The basis for the decision and final resolution of the complaint, together with any corrective action(s).
- The Company will keep the written documentation and associated documents in a secure and confidential location.
- The Company will 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.
- The Company will 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 the Company but also by federal, state, and local law. In addition to our internal process, employees may choose to pursue legal remedies with the administrative agencies listed next.

Equal Employment Opportunity Commission (EEOC)

The EEOC enforces federal antidiscrimination laws. Complaints can be filed with the EEOC within 300 days of 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 and will issue a "right to sue" letter permitting you to file a complaint in federal court. Federal courts may award you remedies if discrimination is found to have occurred, including back pay, front pay, and compensatory and punitive damages. The EEOC does not award relief but may take other action including pursuing cases in federal court on behalf of complaining parties.

If you believe you have been discriminated against, file a "charge of

discrimination" with the EEOC. The EEOC has an office at 33 Whitehall Street, 5th Floor, New York, NY 10004. You can also contact the EEOC by phone (1-800-669-4000) or email (info@eeoc.gov). The EEOC's website is www.eeoc.gov.

New York State Division of Human Rights (NYSDHR)

The New York State Human Rights Law (NYSHRL) prohibits sexual harassment against employees, interns (paid or unpaid), and "non-employees," a category that includes contractors, subcontractors, vendors, consultants, and any other person who provides services under a contract. You can file a sexual harassment complaint under the NYSHRL with the NYSDHR or in New York State court.

Complaints with the NYSDHR may be filed within one year of the sexual harassment. If you did not file at the NYSDHR, you can sue directly in state court under the NYSHRL within three years of the alleged harassment.

You may not file with the NYSDHR if you have already filed a NYSHRL complaint in state court. If you filed an administrative complaint with the NYSDHR, the NYSDHR will file the complaint with the

EEOC to preserve the right to proceed in federal court.

Complaining internally to the Company does not extend your time to file with the NYSDHR or in state court. The one year or three years is counted from the date of the most recent sexual harassment incident.

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

The NYSDHR will investigate your complaint and determine whether there is probable cause to believe that discrimination has occurred. Probable cause cases are sent to a public hearing before an administrative law judge. If discrimination is found after a hearing, the NYSDHR has the power to award relief. Under the NYSHRL, courts may award back pay, front pay, compensatory damages, a civil monetary penalty, and attorney's fees.

The NYSDHR's main office is at One Fordham Plaza, Fourth Floor, Bronx, NY 10458. You can also contact the NYSDHR by phone (1-888-392-3644) or email (info@dhr.ny.gov). The NYSDHR's website is dhr.ny.gov/complaint. The website has a complaint form that can be

downloaded, filled out, notarized, and mailed to the NYSDHR. The website also contains contact information for the NYSDHR's regional offices.

New York City Commission on Human Rights (NYCCHR)

The New York City Human Rights Law (NYCHRL) prohibits sexual harassment against employees in New York City. You can file a complaint of sexual harassment under the NYCHRL with the New York City Commission on Human Rights (NYCCHR) or in New York State court. You must file your complaint with the NYCCHR or in state court within three years of the alleged harassment. Under the NYCHRL, courts may award back pay, front pay, compensatory and punitive damages, and attorney's fees, expert fees, and costs.

The NYCCHR's main office is at 40 Rector Street, 10th Floor, New York, NY 10006. Contact the NYCCHR by phone (718-722-3131), or by website: www.nyc.gov/html/cchr/html/home/home.shtml.

Other Localities

Other localities may have their own laws protecting individuals from sexual

harassment. Contact the county, city, or town in which you live to find out if such a law exists. 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.

Complaint Form for Reporting Sexual Harassment

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

If you believe that you have been subjected to sexual harassment, you are encouraged to complete this form and submit it to (designated person or office; contact information for designee or office; how the form can be submitted). 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

Name:

Work Address:

Work Phone:

Job Title:

Email:

Select Preferred Communication Method:
(Email, Phone, In person)

Supervisor Information

Immediate Supervisor's Name:

Title:

Work Phone:

Work Address:

Complaint Information

1.

Your complaint of sexual harassment is
made against:

Name:

Title:

Work Address:

Work Phone:

Relationship to you: (supervisor;
subordinate; co-worker; other)

2.

Please describe the conduct or incident(s) that is the basis of this complaint and your reasons for concluding that the conduct is sexual harassment. Please use additional sheets of paper if necessary and attach any relevant documents or evidence.

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 that may have information related to your complaint:

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

5. Have you previously complained or provided information (verbal or written) about sexual harassment at 3G Warehouse, Inc.? 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.

Signature:

Date:

12.0 Wage and Hour Policies

12.1 Accommodations for Nursing Mothers

3G Warehouse, Inc. will provide nursing mothers at least 20 minutes paid break time once every three hours to express milk for their infant child(ren) for up to three years following the child's birth.

If you are nursing, the Company will make reasonable efforts to provide you a private room, other than a restroom, to express milk. The room will be clearly designated, in close proximity to work area, contain a chair and small table or other flat surface, and either have a lock or a sign on the door to indicate when the room is in use.

Expressed milk can be stored in company refrigerators or in a personal cooler. Sufficiently mark or label your milk to avoid confusion for other employees who may share the refrigerator.

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

12.2 Meal and Rest Periods

3G Warehouse, Inc. strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding meal and rest periods. Check with your supervisor regarding procedures and schedules for rest and meal breaks. The Company requests that employees accurately observe and record meal and rest periods. All hourly employees are required to punch in and out for lunch. If you know in advance that you may not be able to take your scheduled break or meal period, let your supervisor know; in addition, notify your supervisor as soon as possible if you were unable to or prohibited from taking a meal or rest period.

An employee who works a shift of 7 hours or more is entitled to a 1 hour noncompensable meal period.

An employee who works a shift of more than 5 hours, but less than 7 hours, is entitled to a 30 minute noncompensable meal period.

Meal periods should be scheduled to allow for adequate department coverage. If an employee is required to perform any work duties during lunch, the employee must record the time spent working and will be compensated accordingly.

Time spent working during the meal period will be counted toward a nonexempt employee's total hours worked.

In addition to the meal period, warehouse employees will be entitled to two 15 minute paid breaks per day. Your supervisor is responsible for the scheduling of this time.

12.3 Overtime

If you are nonexempt, you may qualify for overtime pay. All overtime must be approved in advance, in writing, by your supervisor.

At certain times 3G Warehouse, Inc. may require you to work overtime. We will attempt to give as much notice as possible in this instance. However, advance notice may not always be possible. Failure to work overtime when requested or working unauthorized overtime may result in discipline, up to and including discharge.

Unless otherwise required or exempted by law, overtime pay of one and one-half times your regular rate of pay is paid for any hours worked in excess of 40 hours in

a workweek. Holidays, vacation days, and sick leave days do not count as time worked for computing overtime.

12.4 *Recording Time*

Federal and state laws require 3G Warehouse, Inc. to keep accurate records of hours worked by nonexempt (hourly) employees. Employees are required to use face scanning included in the timekeeping system as a condition of employment. Clock in no more than five minutes ahead of your start time and clock out no later than five minutes after your quitting time. All nonexempt employees are required to enter their hours worked accurately. You are required to notify the Company of any pay discrepancies, unrecorded or misrecorded work hours, or any involuntary missed meal or break periods.

Do not clock in or out for any other employees or request that they do so for you. Be sure to indicate your days off. Any changes to your time record must be approved of and initialed by your supervisor.

Falsification of time records or recording time for other employees may result in discipline up to and including termination of employment.

13.0 Performance, Discipline, Layoff, and Termination

13.1 Criminal Activity/Arrests

Involvement in criminal activity during employment, whether on or off 3G Warehouse, Inc. property, may result in disciplinary action including suspension or termination of employment. Disciplinary action depends upon a review of all factors involved, including whether or not the action was work-related, the nature of the act, or circumstances that adversely affect attendance or performance. Any disciplinary action is not dependent upon the disposition of any case in court.

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

Any disciplinary action taken will be based on information reasonably available. This information may come from witnesses, police, or any other source as long as management has reason to view the source as credible.

13.2 *Disciplinary Process*

Violation of 3G Warehouse, Inc. policies or procedures may result in disciplinary action including demotion, transfer, leave without pay, or termination of employment. The Company encourages a system of progressive discipline depending on the type of prohibited conduct. However, the Company is not required to engage in progressive discipline and may discipline or terminate employees who violate the rules of conduct, or where the quality or value of their work fails to meet expectations at any time. Again, any attempt at progressive discipline does not imply that your employment is anything other than on an "at-will" basis.

In appropriate circumstances, management will first provide you with a verbal warning, then with one or more written warnings, and if the conduct is not sufficiently altered, eventual demotion, transfer, forced leave, or termination of employment. Your supervisor will make every effort possible to allow you to respond to any disciplinary action taken. Understand that while the Company is concerned with consistent enforcement of our policies, we are not obligated to follow any disciplinary or grievance procedure and that depending on the circumstances,

you may be disciplined or terminated without any prior warning or procedure.

13.3 Post-Employment Reference Policy

3G Warehouse, Inc. policy is to confirm dates of employment and job title only. With written authorization, the Company will confirm compensation. Forward any requests for employment verification to management.

14.0 General Policies

14.1 Payroll Advances and Loans

3G Warehouse, Inc. does not make payroll advances or loans.

14.2 Voicemail, Email, and Internet Policy

This Voicemail/Email/Internet Policy is intended to provide each 3G Warehouse, Inc. employees with the guidelines associated with the use of the voicemail/email/Internet system (the system). This policy applies to all employees, contractors, vendors, partners, or associates, and any others accessing and/or using the system through onsite or remote terminals.

General Provisions

- The system is to be used for business purposes only.
- The system, and all data transmitted or received through the system, is the exclusive property of the Company. You should not have any expectation of privacy in any communication over this system. If you are permitted to have access to the system, you will be given a

voicemail, email, and/or Internet address and/or access code and will have use of the system consistent with this policy.

- The Company reserves the right to monitor, intercept, and/or review all data transmitted, received, or downloaded over the system. Any individual who is given access to the system is hereby given notice that the Company will exercise this right periodically, without prior notice and without the prior consent.
- The interests of the Company in monitoring and intercepting data include, but are not limited to: protection of Company trade secrets, proprietary, and similar confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.); managing the use of the computer system; and/or assisting employees in the management of electronic data during periods of absence.
- You should not interpret the use of password protection as creating a right or expectation of privacy. To protect everyone involved, no one

can have a right or expectation of privacy regarding the receipt, transmission, or storage of data on the Company voicemail/email/Internet system.

Any employees who violate this policy will be subject to corrective action, up to and including termination of employment. If necessary, the Company will also advise law enforcement officials of any illegal conduct.

15.0 Benefits

15.1 Blood and Bone Marrow Donation Leave Policy

3G Warehouse, Inc. provides those employees who work an average of 20 or more hours per week:

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

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

15.2 *Crime Victim and Witness Leave*

3G Warehouse, Inc. will provide eligible employees with time off from work, without pay, for any of the following reasons:

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

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

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

For purpose of this policy:

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

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

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

15.3 *Disability Benefits*

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

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

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

Disability benefits are a wage replacement benefit, not a protected leave benefit. If you are temporarily disabled, you may be

eligible for job-protected leave under the federal Family and Medical Leave Act or other state or local law.

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

15.4 Health Insurance

3G Warehouse, Inc. provides its regular full-time employees and part-time regular employees with the option to enroll in health insurance on the 1st of the month after 60 days of employment. The company's contribution, if any, will be determined by your full or part-time status and on an annual basis. Medical plan benefits for eligible employees are described in detail in the Summary Plan Description (SPD) that is available to all eligible employees. These benefits may be canceled or changed at the discretion of the Company, unless otherwise required by law.

If you or a dependent become ineligible for benefits due to a change in work hours or through a life event, or you leave employment with us, you may have the

right to continue your medical benefits under the Consolidated Omnibus Budget Reconciliation Act (COBRA). The Company will mail you information about your COBRA rights.

15.5 Jury Duty Leave (11 or More Total EE)

3G Warehouse, Inc. encourages employees to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your supervisor as soon as possible to make scheduling arrangements.

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

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

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

15.6 Military Spouse Leave Policy

3G Warehouse, Inc. provides up to 10 days of unpaid leave to employees who are the spouse of a military member who is home on leave during a period of military deployment.

To be eligible for military spouse leave you must:

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

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

If you need to take military spouse leave, notify your supervisor as soon as reasonably possible. The Company reserves the right to ask for documents supporting the need for leave.

You may elect to use any available paid time off for which you are eligible under

Company policy for the purpose of taking military spouse leave, and such paid time off will run concurrently with the leave afforded under this policy.

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

15.7 *Paid Family Leave*

General

New York's Paid Family Leave program provides wage replacement to employees to help them bond with a child, care for a close relative with a serious health condition, or help relieve family pressures when someone is called to active military service.

Eligibility

You are eligible for paid family leave if you have been employed full time for 26 weeks or part time for 175 days.

Amount of Benefit

- Effective January 1, 2021, you will be provided 12 weeks of leave at 67 percent of your weekly pay (capped at 67 percent of statewide average pay).

Funding

Paid family leave benefits are funded by a payroll tax on employees, which became effective on July 1, 2017.

Types of Paid Family Leave

If you are eligible for leave, you may obtain family leave benefits for the following types of leaves:

- To provide care for a close relative who has a serious health condition;
or

- To bond with a child during the first 12 months after the child's birth provided you, your spouse, or domestic partner is a biological parent of the child, or the first 12 months after the placement of the child for adoption with you; or
- Time off under the military provisions in the federal Family and Medical Leave Act when your spouse, child, domestic partner, or parent is on active duty or has been notified of an impending call or order of active duty.

Additional Paid Prenatal Personal Leave

Effective 1/1/2025: In addition to sick time as set forth above, employees may take up to 20 hours of paid prenatal personal leave during any 52-week calendar period. Paid prenatal personal leave may be taken in hourly increments. Paid prenatal personal leave may be used for the health care services received by an employee during their pregnancy or related to such pregnancy, including physical examinations, medical procedures, monitoring and testing, and discussions with a health care provider related to the pregnancy. The Company will not require the disclosure of confidential information as a condition of providing paid prenatal personal leave. Paid

prenatal personal leave will be paid at the employee's regular rate of pay, or the applicable minimum wage rate, whichever is greater. Use of paid prenatal personal leave is not considered hours worked for purposes of calculating overtime. Unused prenatal personal leave under this policy will not be paid at separation.

Enforcement and Retaliation:

Employees have the right to request and use sick time and prenatal personal leave (effective January 1, 2025) and may file a complaint for alleged violations of this policy with the New York City Department of Consumer and Workforce Protection or the New York State Department of Labor. The Company prohibits retaliation or the threat of retaliation against employees for exercising or attempting to exercise any right provided in this policy or interference with any investigation, proceeding, or hearing related to or arising out of employee rights pursuant to this policy and applicable law.

Key Definitions

Care includes physical care, emotional support, visitation, assistance in treatment, transportation, arranging for changes in care, assistance with essential

daily living matters, and personal attendant services.

Family members include spouse, domestic partner, child, parent, parent in-law, grandparent, or grandchild.

A ***serious health condition*** is an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical facility; or continuing medical treatment or

continuing supervision by a healthcare provider.

Use of Leave

With proper documentation, you may be eligible for up to eight weeks of employee-funded paid family leave. Paid family leave only begins after birth and is not available for prenatal conditions. A parent may take paid family leave during the first 12 months following the birth, adoption, or fostering of a child.

Paid family leave cannot be used for your own disability or qualifying military event.

Notice

Notify Human Resources if you intend to claim entitlement to paid family leave. If your family leave is foreseeable, you must give 30 days' advance notice so the Company can plan for your absence. If the event was not foreseeable, you must notify Human Resources as quickly as possible. If you fail to do so without unusual circumstances justifying the failure, paid family leave can be delayed or partially denied.

Required Documentation

The Company requires you to provide documentation in support of your paid family leave request.

Birth

To take leave after the birth of a child, the birth mother will need the following documentation from the health care provider treating her or the child:

- Birth certificate; or
- Documentation of pregnancy or birth from a health care provider (includes mother's name and due/birth date).

A second parent will need the following documentation:

- Birth certificate, or documentation of pregnancy or birth from a health care provider (includes mother's name and due/birth dates). If the second parent is not named on the birth certificate, the second parent must provide an acknowledgement of paternity, order of filiation, or other evidence of relationship with parent named by medical provider or birth certificate; and

- Voluntary acknowledgement of paternity; or
- Court order of filiation; or
- Copy of documentation for birth mother (above) plus second document verifying relationship to the mother such as a marriage certificate or evidence of a domestic partnership.

Foster Care

To take leave after a foster child has been placed with you, you will need to present the following documentation:

- Letter of placement issued by the county or city department of social services or local voluntary agency.
- If second parent is not named in documentation, a copy of that document plus a second document verifying relationship to the parent named in the foster care placement.

Adoption

To take leave when adopting a child, you will need to present legal evidence of the adoption process. If the second parent is not named on the birth certificate, the second parent must provide:

- Voluntary acknowledgement of paternity; or
- Court order of filiation; or
- Second document verifying relationship to the mother or the child.

Serious Medical Condition

To take leave for a family member's serious medical condition, you will need to provide certification from the care recipient's health care provider.

Military

To take leave due to military duty, you will need to provide the following:

- U.S. Department of Labor Military Family Leave Certification (federal military leave form).
- Copy of military duty papers.
- Other documentation supporting the reason for the leave (copy of meeting notice, ceremony details, rest and recuperation orders, etc.).

Retaliation

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

15.8 Paid Time Off (PTO) Policy

Full-time and part-time regular employees are eligible for paid time off (PTO).

PTO is calculated according to the calendar year as follows:

- Newly hired Full-time employees will earn up to 12 days of PTO prorated based on date of hire.
- Current Full-time employees with less than 7 full years of continuous service will earn up to 15 days of PTO (up from 12)
- Current Full-time employees with 7 or more full years of continuous service will earn up to 21 days of PTO (up from 18)
- Current Full-time employees with 15 or more full years of continuous service will earn up to 27 days of PTO (up from 24)

Part-time regular employees will earn PTO time on a prorated basis depending on their regularly scheduled working hours.

Employees are eligible to begin using their PTO time after completion of their introductory period.

Submit PTO requests in writing as far in advance as possible. When possible, PTO

requests are granted, taking into account operating requirements. Length of employment may determine priority in scheduling PTO times.

PTO can be used as vacation time, sick time or to take care of personal matters.

You may use accrued PTO to care for a child who is sick.

PTO will not be paid out in lieu of taking the time off. However, full-time employees may carryover up to 5 days maximum into the following calendar year. After 7 years of employment, full-time employees will be allowed to carryover up to 10 days per year. All other non-full-time employees may carryover PTO hours in proportion to their hours worked.

No more than one week of PTO can be taken at one time without special management approval.

Eligible employees who provide and work at least two weeks' advance notice of their resignation will be paid for accrued but unused paid time off. All other employees will not be paid for accrued but unused PTO upon separation of employment, unless state law dictates otherwise.

16.0 Safety and Loss Prevention

16.1 Drug and Alcohol Policy

3G Warehouse, Inc. considers drug and alcohol abuse a serious matter that will not be tolerated. The Company absolutely prohibits employees from using, selling, possessing, or being under the influence of illegal drugs, alcohol, or a controlled substance or prescription drug not medically authorized while at their job, on Company property, or while on work time.

Therefore, it is Company policy that:

1. You may not report to work under the influence of alcohol, illegal drugs, or any controlled substance or prescription drug not medically authorized.
2. You may not possess or use alcohol, illegal drugs, or any controlled substance or prescription drug not medically authorized while on company property or on company business.

We also caution against use of prescribed or over-the-counter medication, which can affect your ability to perform your job safely, or the use of prescribed or over-

the-counter medication in a manner violating the recommended dosage or instructions from the doctor. You must have a valid prescription for any prescription medication used while working for the Company. Inform your supervisor prior to working under the influence of a prescribed or over-the-counter medication that may affect your ability to perform your job safely. If the Company determines that the prescribed or over-the-counter medication does not pose a safety risk, you will be allowed to work. Failure to comply with these guidelines concerning prescription or over-the-counter medication may result in disciplinary action, up to and including termination of employment.

The Company maintains a policy of non-discrimination and will endeavor to make reasonable accommodations to assist individuals recovering from substance and alcohol dependencies, and those who have a medical history which reflects treatment for substance abuse conditions. However, employees may not request an accommodation to avoid discipline for a policy violation. We encourage employees to seek assistance before their substance abuse or alcohol misuse renders them unable to perform the essential functions of

their jobs, or jeopardizes the health and safety of any Company employee, including themselves.

A violation of this policy will result in disciplinary action, up to and including termination of employment.

16.2 Nonsmoking Policy

3G Warehouse, Inc. is concerned about the effect that smoking and secondhand smoke inhalation can have on its employees and clients. Smoking in the office, client areas, and restrooms is prohibited.

Custom Policies

17.0 Custom Policies

17.1 *Aflac*

3G Warehouse, Inc. offers employees with the opportunity to enroll in benefits through Aflac. Please speak with your supervisor for details regarding this.

Closing Statement

Thank you for reading our handbook. We hope it has provided you with an understanding of our history and structure as well as our current policies and guidelines.

This handbook is intended to give employees a broad summary of things they should know about 3G Warehouse. The information in this handbook is general in nature and, should questions arise, any member of management should be consulted for complete details. While we intend to continue the policies, rules and benefits described in this handbook, 3G Warehouse in its sole discretion, may always amend, add to, delete from or modify the provisions of this handbook and/or change its interpretation of any provision set forth in this handbook. Employees should not hesitate to speak to management if they have any questions about the Company or its personnel policies and practices.

We look forward to working with you to create a successful Company and a safe, productive, and pleasant workplace.

Lauren Nichols, President

3G Warehouse, Inc.

Acknowledgment of Receipt and Review

By signing below, I acknowledge that I have received a copy of the 3G Warehouse, Inc. Employee Handbook (handbook) and that I have read it, understand it, and agree to comply with it. I understand that the Company has the maximum discretion permitted by law to interpret, administer, change, modify, or delete the rules, regulations, procedures, and benefits contained in the handbook at any time with or without notice. No statement or representation by a supervisor, manager, or any other employee, whether oral or written, can supplement or modify this handbook. Changes can only be made if approved in writing by the President of the Company. I also understand that any delay or failure by the Company to enforce any rule, regulation, or procedure contained in the handbook does not constitute a waiver on behalf of the Company or effect the right of the Company to enforce such rule, regulation, or procedure in the future.

I understand that neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. I further understand that, unless I have a written employment agreement signed by an authorized Company representative, I am employed "at-will" (to the extent permitted by law) and this handbook

does not modify my "at-will" employment status.

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

This handbook is not intended to preclude or dissuade employees from engaging in legally protected activities under the National Labor Relations Act (NLRA).

This handbook supersedes any previous handbook or policy statements, whether written or oral, issued by 3G Warehouse, Inc..

If I have any questions about the content or interpretation of this handbook, I will contact management.

Date

Signature

Print Name