



**Altitude Access Solutions, Inc. (AAS)
Regular Meeting Agenda
May 29, 2026
12:00 p.m. – 12:30 p.m.
Syracuse Hancock International Airport
SRAA Board Room**

- Roll Call
- **Consent Agenda**
 - **Approval of the minutes of the AAS Regular Board Meeting, April 10, 2026**
- New Business/Discussion
 - **Resolution authorizing the President to promulgate an Employee Handbook**
 - AAS budget discussions
- Adjournment

* **Bolded items = materials available**

**RESOLUTION APPROVING CONSENT CALENDAR FOR MEETING OF
May 29, 2026 OF THE ALTITUDE ACCESS SOLUTIONS, INC.**

WHEREAS, Altitude Access Solutions, Inc. (“AAS”) is a business corporation and subsidiary of the Syracuse Regional Airport Authority (the “Authority”), formed and operating pursuant to Article 8, Title 34 of the New York Public Authorities Law, as amended (the “Enabling Act”); and

WHEREAS, under the AAS Bylaws, the Board is responsible for determining the procedural conduct of AAS Board meetings; and

WHEREAS, Roberts Rules of Order Newly Revised (“RONR”)¹ authorizes the use of a Consent Calendar² for routine matters in order to expedite a meeting; and

WHEREAS, at a meeting of the Board held on May 29, 2026 a Consent Calendar was presented to the Board for approval;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Altitude Access Solutions, Inc. hereby authorizes and ratifies the use of Consent Calendars for routine matters and approves the May 29, 2026 meeting Consent Calendar items as shown on Schedule “A” annexed to this Resolution.

RESOLUTION ADOPTED DATE: MAY 29, 2026

VOTE: Ayes ___ Nays ___ Abstentions ___

SIGNED:
Secretary

¹ Refers to the edition of Roberts Rules of Order currently in effect.

² RONR 12th edition 41:32.

SCHEDULE A

Consent Agenda

- **Approval of The AAS Minutes from May 29, 2026 Regular Board Meeting**



**Minutes of the Regular Meeting of the
Altitude Access Solutions, Inc. (AAS)**

Friday, April 10, 2026

Pursuant to the notice duly given and posted, the regular board meeting of Altitude Access Solutions, Inc. (AAS) was called to order on Friday, April 10, 2026, at 12:07 p.m. in the Syracuse Regional Airport Authority Board Room located in the Syracuse Hancock International Airport by AAS Board Chair Ms. JoAnne Falco.

Members Present:

Ms. Jo Anne Falco – Chair
Mr. Michael Frame - Teams
Dr. Shiu-Kai Chin
Mr. Eric Ennis
Mr. Thomas Fernandez
Mr. Michael Lazar
Mr. Michael Mirizio
Mr. Nathaniel Stevens
Dr. Donna DeSiato
Mr. Robert Simpson

Members Absent:

Mr. Kenneth Kinsey

Also Present:

Mr. Jason Terreri
Mr. Jason Mehl
Mr. Aaron Harris
Ms. Robin Watkins
Ms. Joanne Clancy
Chief Justin Baum
Ms. Katie Tiisler
Mr. Benjamin Yaus
Mr. Arjun Nair

Chair Falco started the AAS Board meeting at 12:07 p.m.

Roll Call

As noted above, all AAS Board members were present other than Mr. Kenneth Kinsey.

Chair Falco welcomed the group to the very first meeting of the AAS Board. Altitude Access Solutions, Inc. (AAS) is a business corporation and subsidiary of the Syracuse Regional Airport Authority (SRAA), formed and operating pursuant to Article 8, Title 34 of the New York Public Authorities Law, as

amended (the “Enabling Act”), as such, the Board Roster mirrors the Syracuse Regional Airport Authority (SRAA)’s Regular Board members. Additionally, the AAS will have two AAS Committees, the AAS Audit Committee and the AAS Governance Committee whose members are also the same as the respective SRAA Committee members.

New Business/Discussion:

Executive Director Terreri and CFO Watkins gave an update regarding the status of Altitude Access Solutions, Inc. (AAS) Subsidiary, which will begin parking operations at SYR starting July 1, 2026.

A discussion was held regarding the AAS Board logo and the AAS committees make up, roles, policies and procedures and future meeting dates through 2026.

Resolution to approve the AAS Mission Statement

Hearing no objections, Chair Falco invited a motion to approve. A motion was made by Mr. Stevens, seconded by Dr. DeSiato, and the resolution was unanimously approved.

The resolution was adopted: 10 ayes, 0 nays, 0 abstain

Resolution to accept the AAS Organizational Meeting Minutes/Certificate of Incorporation

General Counsel Ben Yaus explained the AAS Organizational Meeting Minutes and Certificate of Incorporation and all questions were answered. Hearing no objections, Chair Falco invited a motion to approve. A motion was made by Mr. Stevens, seconded by Dr. DeSiato, and the resolution was unanimously approved.

Resolution to establish the Audit & Governance Committees and charters

General Counsel Yaus explained the requirement for two committees, Audit and Governance and the scheduled meetings for each will be directly after the SRAA version of those committee meetings on the current calendar through 2026. Hearing no objections, Chair Falco invited a motion to approve. A motion was made by Mr. Stevens, seconded by Dr. DeSiato, and the resolution was unanimously approved.

Resolution to approve the 2025/2026 AAS Board meeting schedule

Ms. Clancy stated that a copy of the AAS roster, committee rosters, board, and committee schedules have been provided in the Teams folders and in hard copy. Hearing no objections, Chair Falco invited a motion to approve. A motion was made by Mr. Stevens, seconded by Dr. DeSiato, and the resolution was unanimously approved.

Resolution to create the AAS roster

Hearing no objections, Chair Falco invited a motion to approve. A motion was made by Mr. Stevens, seconded by Dr. DeSiato, and the resolution was unanimously approved.

Resolution to establish Deferred Compensation program for AAS employees

Human Resources Director, Debi Marshall reviewed the deferred compensation program for AAS employees and the wish that AAS provides good benefits to its employees. Hearing no objections, Chair Falco invited a motion to approve. A motion was made by Mr. Stevens, seconded by Dr. DeSiato, and the resolution was unanimously approved.

The resolution was adopted: 10 ayes, 0 nays, 0 abstain

Committee Reports

No AAS Committee meetings have been held yet.

Adjournment

Ms. Clancy reminded the group that the next AAS Board meeting will be on Friday, May 29th, after the SRAA Regular Meeting of the Board, 12:30 p.m. Having no other topics for discussion, a motion was made by Ms. Falco and seconded by Mr. Stevens, to adjourn the meeting. The meeting was adjourned at 12:15 p.m.

**RESOLUTION AUTHORIZING THE PRESIDENT TO PROMULGATE AN
EMPLOYEE HANDBOOK**

WHEREAS, Altitude Access Solutions, Inc. (“AAS”) is a business corporation and subsidiary of the Syracuse Regional Airport Authority (the “Authority”), formed and operating pursuant to Article 8, Title 34 of the New York Public Authorities Law, as amended (the “Enabling Act”); and

WHEREAS, the By-Laws of AAS grant the Board the power to appoint or elect such additional officers and establish employee positions as it may determine, as well as prescribe the duties and titles thereof; and

WHEREAS, the By-Laws of AAS also grant the President the power to make hiring and termination decisions for all employees, the general powers and duties of supervision and management of the corporation, and the ability to perform all such other duties as are properly required of or delegated to the President by the Board; and

WHEREAS, the Board of AAS finds and determines the adoption of employment policies, practices and benefits and the promulgation of an Employee Handbook setting forth such employment policies, practices and benefits to be in the best interests of AAS;

NOW, THEREFORE, BE IT RESOLVED, that the Board of AAS hereby authorizes and directs the President to promulgate an Employee Handbook setting forth employment policies, practices and benefits (the current version of which is attached hereto and incorporated herein), and from time to time to amend such employment policies, practices and benefits as may be in the best interest of AAS and consistent with applicable law.

RESOLUTION ADOPTION DATE: May 29, 2026

VOTE: Ayes ____ **Nays** ____ **Abstentions** ____

SIGNED: _____



Altitude
Access Solutions, Inc.

Altitude Access Solutions, Inc.

Employee Handbook

1000 Col. Eileen Collins Blvd.
Syracuse, NY 13212
(315) 454-3263
<https://syrairport.org>

Issued 5/29/2026

Altitude Access Solutions, Inc.
Employee Handbook
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SECTION 1 - INTRODUCTION

Altitude Access Solutions is a wholly owned subsidiary of the Syracuse Regional Airport Authority.

A. MISSION/VISION/VALUES

1. *Mission:*

Altitude Access Solutions, Inc. is dedicated to providing exceptional parking and passenger services to Syracuse Hancock International Airport.

2. *Values:*

People
Responsibility
Service
Trust

B. OVERVIEW OF HANDBOOK

Altitude Access Solutions Inc.'s personnel policies, benefits and services are set forth in this Handbook. These policies cover all Altitude Access Solutions employees and are designed to maintain consistency and ensure equitable treatment.

The Handbook is not intended to be comprehensive or to address all the possible applications of, or exceptions to, the general policies and procedures described. Detailed coverage about benefit plans is readily available through the official policy documents provided to you by the benefit provider. Please ask the Facility Manager or SRAA Human Resources Department if you have any questions regarding this Handbook or any of your benefits.

Altitude Access Solutions reserves the right to modify, suspend or terminate any of the following policies without notice, except as may be required by Federal, State, and local law. Altitude Access Solutions' failure to enforce any provision or provisions shall not operate to invalidate Altitude Access Solutions' rights to enforce any of the provisions of this policy including subsequent changes.

C. EQUAL EMPLOYMENT OPPORTUNITY

Equal Employment Opportunity (EEO) refers to all Federal and State anti-discrimination laws and provides all persons the right to be evaluated based on their ability.

It is the policy of Altitude Access Solutions to ensure equal employment opportunity for all applicants and employees regarding all personnel related matters, including, but not limited to recruitment, hiring, placement, promotion, compensation, benefits and training. In all such activities, Altitude Access Solutions will not discriminate against any qualified persons because of race, religion, creed, color, sex, age, national origin/citizenship, disability, marital/familial status, sexual orientation, gender identity, domestic violence victim status, military status, genetic information, or any other status or condition protected by Federal, State, or local law.

SECTION 2 - EMPLOYMENT RELATIONSHIP

A. EMPLOYMENT AT WILL

Employment at Altitude Access Solutions is on an at-will basis unless otherwise stated in a written individual employment agreement. This means that either the employee or the company may terminate the employment relationship at any time, for any reason, with or without notice.

Nothing in this employee handbook creates or is intended to create an employment agreement, express or implied. Nothing contained in this, or any other document provided to the employee is intended to be, nor should it be, construed as a contract that employment or any benefit will be continued for any period of time. In addition, no company representative is authorized to modify this policy for any employee or to enter into any agreement, oral or written, that changes the at-will relationship.

Any salary figures provided to an employee in annual terms are stated for the sake of convenience or to facilitate comparisons and are not intended to and do not create an employment contract for any specific period of time.

Nothing in this statement is intended to interfere with, restrain, or prevent concerted activity as protected by, where applicable, state and/or federal law. Such activity includes employee communications regarding wages, hours, or other terms or conditions of employment. AAS employees have the right to engage in or refrain from such activities.

B. EMPLOYEE CLASSIFICATION

All employees employed by Altitude Access Solutions shall be categorized as follows.

1. Employee Groups

- a. Management
 - a. Facility Manager
 - b. Assistant Facility Manager

- b. Operations
 - a. Supervisor
 - b. Maintenance Worker
 - c. Shuttle Driver

3. Probationary Period

Every new employee with Altitude Access Solutions shall serve a probationary term of 90 days.

The supervisor of the probationary employee shall carefully observe their conduct and performance, and from time to time during the probationary period, advise the employee of their status and progress.

If the conduct or performance of a probationary employee is not satisfactory, their employment may be terminated with or without cause.

4. Employment Classification

In order to determine eligibility for benefits and overtime status and to ensure compliance with federal and state laws and regulations, Altitude Access Solutions classifies its employees as shown below.

Altitude Access Solutions may review or change employee classifications at any time.

FLSA Classification

- *Exempt.* Exempt employees are typically paid on a salary basis and are not eligible to receive overtime pay.
- *Nonexempt.* Nonexempt employees are paid on an hourly basis and are eligible to receive overtime pay for overtime hours worked.

Full Time/Part-Time

- *Full-Time Regular.* Employees who are not in a temporary status and work a regular schedule of 40 hours weekly and maintain continuous employment status. Generally, these employees are eligible for the full-time benefits package and are subject to the terms, conditions, and limitations of each benefits program.
- *Part-Time Regular.* Employees who are not in a temporary status and who are regularly scheduled to work less than 40 hours weekly but at least 20 hours weekly and who maintain continuous employment status. Part-time employees are eligible for some of the benefits offered by the company and are subject to the terms, conditions, and limitations of each benefits program.
- *Part-Time As-needed.* Employees who are not in a temporary status and who are scheduled to work less than 20 hours weekly, or on an as-needed basis and who maintain continuous employment status. Part-time employees are not eligible for company benefits, unless required by law.
- *Temporary/Seasonal.* Employees who are hired to temporarily supplement the workforce, as an interim replacement, or to assist in the completion of a specific project, or during a specific season, or who are temporarily scheduled to work the company's full-time or part-time schedule for a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees are not eligible for company benefits, unless required by law.
- *Interns.* Paid interns will be treated as temporary employees under Altitude Access Solutions' employment policies, and applicable Federal, State and local laws. Interns are not eligible for company benefits unless required by law.

C. HOURS OF WORK

Altitude Access Solutions operates 24 hours a day. An employee's typical workday is dependent on the employee's department and responsibilities.

D. REST AND MEAL BREAKS

1. Rest and meal breaks are provided during the course of each workday as required by statute.
2. All full-time staff, and any part-time staff who works more than 6 hours in a day, will receive one 30-minute paid lunch break and one 15-minute paid work break, as scheduled according to the staffing needs of the operation and in accordance with New York State meal period requirements.

E. PAY PROCEDURES

1. Wage and Salary Administration

Salaries for Altitude Access Solutions positions are set by the Board as part of the approval of the annual operating budget. Salary ranges are established based on the duties and skills required for a specific position and salary ranges for comparable positions locally.

Initial salaries are typically set to fall within the range of salaries paid to current employees with similar duties and new staff members will generally be hired at a rate within the lower half of the range assigned to their job title.

Wage increases during employment are based upon:

- a. the level of funding approved for annual salary increases by the AAS Board,
- b. the strength of an employee's performance,
- c. any adjustment to salary ranges approved by the AAS Board.

Supervisors will communicate with their staff and provide regular feedback on performance throughout the year.

Any applicable salary increases will take effect July 1st and the first check for both hourly and Salaried employees will be pro-rated based on days actually worked for that pay period. New employees with three months or less service as of July 1st will not receive a wage increase.

2. Pay Dates

- a. Salaried employees shall be paid their regular weekly salary on the Friday following the end of the payroll period, which shall run from Sunday to the Saturday. For first and last checks, salary will be pro-rated based on actual days worked during the payroll period.
- a. Hourly employees shall be paid on the Friday following the end of the weekly payroll period, which shall run from Sunday to the Saturday, based on hours worked during the payroll period.

If a payday falls on a federal/bank holiday, employees will receive their paycheck on the preceding business day.

3. Paychecks

- a. Paychecks or direct deposit advices will include a statement showing gross pay, reductions/deductions, and net pay. Federal, State, Local, and Social Security taxes will be deducted automatically. Employer will offer to Employees the option to have additional

reductions or deductions taken from the Employee's paycheck, subject to the Employee's prior written authorization. No other deductions will be made unless required or allowed by law.

- b. Paychecks or direct deposit advices will only be released directly to the employee unless the employee gives written permission designating someone else to pick up their check. Anyone else picking up a check will be expected to provide identification.
- c. Altitude Access Solutions encourages direct deposit of employee's paychecks into the bank of their choice to avoid being lost or stolen. Paychecks can be deposited into checking accounts, savings accounts, or both, upon written authorization by the employee.

4. Overtime

Employees will be paid overtime compensation as required by Federal and/or State law. All non-exempt employees are subject to the minimum wage and overtime provisions of the Fair Labor Standards Act and state law.

When required due to the needs of the business, employees may be asked to work overtime. Overtime is actual hours worked in excess of 40 in a single workweek (Sunday to Saturday). Nonexempt employees will be paid overtime compensation at the rate of one and one-half their regular rate of pay for all hours over 40 actually worked in a single workweek. Paid leave, such as holiday, paid time off (vacation, sick, personal etc.), does not apply towards time worked for the purpose of calculating overtime. All overtime work must be approved in advance by a supervisor or manager.

5. Call-In Pay

Per New York State Law, an employee who by request or permission of the employer reports for work on any day shall be paid for at least four hours, or the number of hours in the regularly scheduled shift, whichever is less, at the basic minimum hourly wage.

An employee shall receive one hour's pay at the basic minimum hourly wage rate, in addition to the minimum wage required in this Part for any day in which:

- (a) the spread of hours exceeds 10 hours; or
- (b) there is a split shift; or
- (c) both situations occur

6. Night Shift Differential

Maintenance and Shuttle Drivers who work third shift (overnight) will receive a \$1.00/hour night shift differential.

F. PERSONNEL RECORDS

Altitude Access Solutions maintains confidential personnel records and information for each applicant, employee, and past employee. Managers and supervisors may only have access to personnel file information on a need-to-know basis.

1. Personnel records are to contain information that is needed by Altitude Access Solutions to conduct its business or information which is required by Federal, State, or Local law.
2. Employees have a responsibility to keep their personnel records up to date and are to notify Altitude Access Solutions through the SRAA Human Resources Department in writing of any changes in the following:
 - a. Name
 - b. Address
 - c. Telephone number
 - d. Marital status (for benefits and tax withholding purposes only)
 - e. Number of dependents (for benefits and tax withholding purposes only)
 - f. Emergency notification information
3. Employees are allowed to inspect their own personnel records. A request to do so should be directed to the SRAA Director of Human Resources, or the Facility Manager, who will then schedule a time for the inspection.
4. Employees who, after inspecting their personnel files, feel that any material is inaccurate or irrelevant may submit a written request to SRAA Human Resources Department to have the material revised or removed from the file. If such a request is not granted, the employee will be permitted to place a written statement of disagreement in the file.
5. Employees are to refer all requests from outside Altitude Access Solutions for personnel information concerning applicants, employees, and past employees to the SRAA Human Resources Department. The SRAA Director of Human Resources or designated staff may verify, but not provide, wage and salary information and may release employment dates and position(s) held without first obtaining the consent of the employee. Further information, including disclosure of wage and salary information, may be provided with written authorization from the employee or if required by law.
6. The SRAA Human Resources Department will make a provision to retain certain personnel records as required by various Federal, State, and Local laws.

G. SEPARATION OF EMPLOYMENT

It is the policy of the Altitude Access Solutions to ensure that employee separations, including voluntary and involuntary terminations, and terminations due to the death of an employee, are handled in a professional manner with minimal disruption to ongoing work functions.

1. Voluntary Termination

A voluntary termination of employment occurs when an employee informs their supervisor of the employee's resignation or retirement, or when an employee is absent from work without approval in excess of three consecutive workdays (such an absence is considered job abandonment).

- a. Management employees are requested to provide a minimum of 20 actual work days' notice of their intention to separate from Altitude Access Solutions to allow a reasonable amount of time to transfer ongoing workloads.
- b. All other employees are requested to provide a minimum of 10 actual working days' notice of their intention to separate from Altitude Access Solutions to allow a reasonable amount of time to transfer ongoing workloads.

- c. The employee must confirm the resignation in writing to their supervisor. This letter and other pertinent information (i.e., last day worked, reason for leaving) will be shared with SRAA Human Resources Department and put in the employee's personnel file.
- d. Employees will not be allowed to rescind a resignation, whether given verbally or in writing, once the resignation has been confirmed by the employer. Employees who wish to discuss concerns about their continued employment before making a final decision to resign are encouraged to do so with their supervisor or SRAA Human Resources Department.
- e. Employees who provided adequate amount of notice will be considered to have resigned in good standing.
- f. Once notice is given, paid time off may not be taken without the written approval of the employee's supervisor.

The SRAA Human Resources Department will coordinate the employee's exit process with the employee's supervisor, which may include the following where applicable:

- a. Providing the employee with an exit letter indicating post-termination benefit status
- b. Collecting company property from the employee (e.g., keys, ID cards, parking passes, credit cards, cell phone, laptop, etc.) and obtaining list of critical passwords
- c. Providing the employee the opportunity to complete a voluntary exit interview. The exit interview provides employees with the opportunity to freely express views about working Altitude Access Solutions, and the employee's comments during the exit interview will be kept confidential as possible, shared on a need-to-know basis. SRAA Human Resources Department will compile data from exit interviews to determine if feedback to management is necessary.

2. Involuntary Termination

An involuntary termination of employment may include termination due to lack of work (layoff or elimination of position), poor job performance, or misconduct in line with the policies of this Handbook under Section 5.

In some cases, progressive discipline may be used prior to termination to correct a performance problem. However, certain types of employee misconduct are so severe that one incident of misconduct may result in immediate dismissal without prior use of progressive discipline. Altitude Access Solutions reserves this right to forego progressive discipline in Altitude Access Solutions' sole discretion.

The SRAA Human Resources Department will coordinate the employee's exit process with the employee's supervisor, which may include the following where applicable:

- a. Providing the employee with an exit letter indicating post-termination benefit status
- b. Collecting Company property from the employee at the time of termination (e.g., keys, ID cards, parking passes, credit cards, cell phone, laptop, etc.) and obtaining list of critical passwords

3. Death of an Employee

A termination due to the death of an employee will be made effective as of the date of death.

Upon receiving notification of the death of an employee, the employee's supervisor should immediately notify the SRAA Human Resources Department.

SRAA Human Resources Department will process all appropriate beneficiary payments from the various benefits plans.

4. Final Pay

In accordance with the policies in Section III of this Handbook, an employee who resigns, retires, or is involuntarily terminated will be paid through the last day of work, plus any unused vacation days (not to exceed the maximum allowed), minus any regular deductions/withholdings, in their final paycheck. Altitude Access Solutions reserves the right to deny payout of unused vacation time in cases of termination due to severe misconduct. There will be no payout of unused personal time or unused sick time. Vacation payout will be issued separately than regular wages and taxed at supplemental wage rate according to IRS regulations.

In cases of an employee's death, the employee's supervisor should ensure that the deceased employee's final timecard is completed and submitted for processing in accordance with the published pay period schedule.

5. Unemployment Compensation

Unemployment compensation insurance is a state government sponsored temporary financial benefit to employees who have lost their jobs due to no fault of their own. To qualify for Unemployment Insurance benefits, an employee must have worked and earned enough wages in covered employment.

In New York State, employers pay contributions that fund Unemployment Insurance. It is not deducted from an employee's paycheck.

At the time of separation, the employer will provide the separating employee a document on how to apply for unemployment benefits. The New York State Department of Labor decides if a separated employee qualifies for benefits.

SECTION 3 - EMPLOYEE BENEFITS

A. OVERVIEW OF BENEFITS

The following Sections 3.B through 3.R provide a summary of the various employee benefits available to staff. Plan descriptions of these programs are available from the SRAA Director of Human Resources or their designee.

- a. Employees are required to contribute to the cost of applicable employee health benefit programs per the schedule below, or as it may from time to time be updated:
 - i. Medical – 25% of premium
 - ii. Dental – 50% of premium
 - iii. Vision – 50% of premium
- b. Altitude Access Solutions reserves the right to discontinue the benefits plans at any time, in whole or in part, or to modify, amend or otherwise change their terms, including increasing the amount of contribution for an employee or their dependents. Whenever a benefit is supplied through a written document or contract with any outside party, their official text becomes the controlling documents.

- c. In the event of a conflict between the Summary Plan Descriptions and other plan documents which detail information related to the employee health benefit programs and the information contained in this handbook or any other written document or contract, the terms of the plan documents and summary plan descriptions are controlling.

B. HEALTH INSURANCE BENEFITS

Altitude Access Solutions has selected Healthy NY to provide medical insurance to employees and Excellus BlueCross BlueShield to provide dental and vision employees. See the Summary Plan Descriptions available through SRAA Human Resources Department for more details regarding coverage options.

1. Medical Insurance

All employees who work 20 or more hours per week are eligible to enroll in medical insurance through Healthy NY when they are newly hired or during designated open enrollment periods. The plan provides coverage for the employee and their eligible dependents. Details concerning the plan are available from SRAA Human Resources Department.

2. Dental Insurance

Full-time employees are eligible to enroll in dental insurance when they are newly hired or during designated open enrollment periods. The plan provides coverage for the employee and their eligible dependents. Details concerning the plan are available from SRAA Human Resources Department.

3. Vision

Full-time employees are eligible to enroll in vision insurance when they are newly hired or during designated open enrollment periods. The plan provides coverage for the employee and their eligible dependents. Details concerning the plan are available from SRAA Human Resources Department.

C. FLEXIBLE SPENDING ACCOUNTS

Altitude Access Solutions offers Flexible Spending Accounts for Health Care, Dependent Care, Parking, and Transportation expenses through UMR. Details on these programs are available from the SRAA Human Resources Department. Full-time employees are eligible to enroll in all Flexible Spending Accounts. Part-time regular employees may enroll only in the FSA for Medical, Parking, or Transportation.

If an employee's Flexible Spending claims have been unsubstantiated by UMR after their normal substantiation process, in accordance with IRS rules, Altitude Access Solutions will be required to make corrective action. In those cases, the value of the unsubstantiated claim(s) will be added to the employee's paycheck as taxable earned income.

D. DEFERRED COMPENSATION PLAN

The New York State Deferred Compensation Plan is a voluntary retirement savings program, created by federal and state law, that permits government employees to defer compensation after any required salary deductions (such as retirement system contributions, social security and Medicare taxes, health plan premiums, etc.). The amount saved is not subject to current federal

or New York State income taxes, and earnings accumulate tax-deferred until the amounts are distributed, generally during retirement. The Plan's mission is to help State and local public employees achieve their retirement savings goals by providing high-quality, cost-effective investment products, investment education programs and related services. The Plan is overseen by the New York State Deferred Compensation Board and managed by professional staff. The New York State Deferred Compensation Plan is a State-sponsored employee benefit for State employees and employees of participating employers. A description of this plan is available on the NYS Deferred Compensation Plan website www.nysdcp.com.

Altitude Access Solutions will provide an employer match 50% of employee's deferred compensation contributions up to 6% (3% maximum employer contribution). The employer contributions will be deposited into a separate 401(a) subject to IRS regulations.

E. PROFESSIONAL DEVELOPMENT

- a. Employees required to attend professional development seminars, conferences, or courses at the direction of their supervisor will have the cost covered by Altitude Access Solutions at 100%, unless otherwise noted.
- b. Employees interested in attending professional development seminars related to their responsibilities with Altitude Access Solutions should submit a request to their supervisor detailing all anticipated expenses associated with attendance. All requests must be approved by the Facility Manager and, if approved, expenses related to the seminar will be paid for by Altitude Access Solutions at 100%.
- c. Employees interested in pursuing a course of certification related to their responsibilities with Altitude Access Solutions should submit a request to the Facility Manager. If approved, expenses related to the certification will be paid for by the employer at 100%.
- d. All of the above professional development requests must be made in writing to the employee's supervisor and must include any required documentation and are subject to budgetary approval.
- e. In order to be eligible for professional development as indicated above, employees must be in good standing, which means not on a performance improvement plan, and not having any major violations in the previous 12 months.

F. PAID TIME OFF

1. Vacation

Full-Time staff are eligible for vacation benefits and earn vacation credit from the date of hire. Part-time employees, temporary/seasonal employees, and interns are not eligible for vacation benefits.

The vacation year is July 1 to June 30. All vacation should be scheduled in advance with the employee's supervisor, requested in writing, and is subject to the supervisor's approval. Taking vacation in more than two-week segments is not encouraged because of the added burden it places on colleagues.

Full-time employees will accrue vacation on weekly basis, pro-rated from their hire date, with increases on the paycheck following the pay period with their anniversary, according to the following schedule.

Operations

Years of Service	Weekly Accrual	Annualized Accrual
0-1 years	0.77 hours	5 days
2-4 years	1.54 hours	10 days
5-14 years	2.31 hours	15 days
15+ years	3.08 hours	20 days

Management

Years of Service	Weekly Accrual	Annualized Accrual
0-4 years	1.54 hours	10 days
5-9 years	2.31 hours	15 days
10+ years	3.08 hours	20 days

**Annualized accrual is pro-rated first year of hire. Vacation time will not accrue if an employee is unpaid for the pay period, with the exception of employees covered under Paid Family Leave.*

All employees are encouraged to take their earned vacation by June 30 each year. Carryover cannot be more than the employee’s annual accrual amount.

Generally, unused accrued vacation shall be paid upon separation, retirement or death to be paid out in the employee’s final paycheck. Altitude Access Solutions reserves the right to deny payout of unused vacation time in cases of termination due to severe misconduct.

2. Sick Leave

- a. Full-time Staff will accrue 1 hour of sick time for every 30 hours worked up to a maximum of 56 hours (7 days). Employees may carry over unused sick time up to a maximum of 30 hours into the following calendar year and cannot exceed that at any given point. Employees may use a maximum of 86 hours (annual accrual max plus annual carry over max) in a given calendar year. There is no payout of unused sick time upon separation of employment.
- b. Sick leave accrues immediately, however, may not be used until the 90th calendar day of employment.
- c. Sick leave may be used in no less than one (1) hour increments.
- d. Sick leave can be used for the employee’s own illness, medical provider appointments, or to care for an immediate family member’s illness.
- e. An immediate family member for the purpose of sick leave is defined as the employee's spouse, parents, stepparents, parent-in-law, children, stepchildren, grandparents, grandchildren, brother, sister.
- f. Altitude Access Solutions reserves the right to require employees to provide a note from a physician verifying that an absence was caused by a medical situation, including but not limited to when an employee is absent for three consecutive work days.

- g. Altitude Access Solutions also reserves the right to require documentation from the physician authorizing the employee to return to work.

3. Sick Leave Bank

a. Eligibility Criteria for Recipient

- i. Employee must have a serious protracted illness or injury that is confirmed by a physician’s statement.
- ii. Employee must have exhausted all of their paid time off (i.e., sick, vacation, personal etc.)
- iii. Employee cannot be awarded more than twenty (20) paid days from the sick leave bank.
- iv. Employee must use sick time awarded in either 4.00 or 8.00-hour increments (in accordance with employee’s standard workday).

b. Donation Criteria

- i. Only those employees with a minimum of twenty (20) accrued sick leave days may donate to the bank. A maximum of five sick days per calendar year may be donated.
- ii. Donations must be made in writing and, once made, may not be withdrawn.

c. Procedures

An eligible employee may request additional sick leave credit from the bank by submitting a written request to the SRAA Director of Human Resources. The employee will be informed if the request has been approved or disapproved. Once approved, the approved amount will be transferred to the employee’s sick time accruals. Any unused time will be returned to the bank. The decision of the SRAA Director of Human Resources will be final as regards to any questions on the administration of the sick leave bank program.

4. Personal Leave

Full-time Employees will receive two (2) Personal Leave days per calendar year. These days are non-cumulative, and do not carry over. Personal Leave days will be pro-rated during the first year of employment, based on the month of hire:

January – June	2 days
July – December	1 day

5. Holidays

Altitude Access Solutions observes the following scheduled holidays:

Holiday	Management Exempt	Operations Non-Exempt
New Year’s Day	✓	✓
Martin Luther King, Jr. Day	✓	
Presidents’ Day	✓	
Memorial Day	✓	✓
Juneteenth	✓	
Independent Day	✓	✓
Labor Day	✓	✓
Veterans Day	✓	
Thanksgiving	✓	✓

Day After Thanksgiving	✓	
Christmas Eve	✓	
Christmas Day	✓	✓
New Year's Eve	✓	
Two Floating Holidays (see below)		✓

Holidays will be observed Monday through Friday, with the exception of holidays that fall on a Saturday will be observed on Saturday for 24/7 Operations only.

- a. Management Exempt – Employees may take holiday off if operational functionality allows. If required to work a holiday due to an emergency or immediate operational need, a floating holiday will be provided at the discretion of management to be used by the end of the calendar year.
- b. Operations Non-Exempt - Full-time employees will be paid their regular daily rate (8 straight hours) whether they work the holiday or not. If employee works the holiday they will receive straight pay for the holiday and straight pay for hours worked.

Floating Holidays - Full-time operations non-exempt employees shall receive two Floating Holidays. Both floating holidays may be used after January 1 of any given calendar year and must be used in its entirety by the end of the calendar year, with the prior approval of the employee's supervisor. Floating Holidays must be taken as a full day off at 8 hours and are not allowed to be taken in smaller increments. Employees who are hired after July 1st will receive one floating holiday until the next calendar year. Unused floating holidays do not carry over into the next year.

Part-time employees are not eligible for holiday pay.

6. Bereavement Leave

- a. Employees are allowed up to three (3) days with pay following the death of a family member defined as employee's spouse/domestic partner, parents, parents-in-law, grandparents, grandchildren, children/step-child, sibling, daughter-in-law, son-in-law, and grandparent of spouse.
- b. In the event of the death of an employee's brother-in-law, sister-in-law, aunt, uncle, niece, or nephew, one day off will be given, with pay, to attend the funeral.
- c. Employee may request an additional 2 days if out of state travel is required. Documentation may be requested.
- d. No payout for time not taken.

7. Jury Duty

Employees who are required to be absent from work to serve as jurors or as court witnesses shall be given as much time as is needed and will be paid for the time actually lost from work for up to four weeks in a one-year period. Immediately upon receiving the summons, the employee must notify their manager and continue to notify for ongoing participation. If excused or dismissed from service, the employee must report to work immediately as scheduled. Employee must provide a copy of proof of jury duty service to SRAA Human Resources Department.

8. Military Leave

Employees will be granted leaves of absence to fulfill military obligations in accordance with law.

- a. *Anti-Discrimination:* Altitude Access Solutions is committed to protecting the job rights of employees absent on military leave. In accordance with federal and state law, it is Altitude Access Solutions' policy that no employee or prospective employee will be subjected to any form of discrimination on the basis of that person's membership in or obligation to perform military service for the United States or the State of New York. Specifically, no person will be denied employment, reemployment, promotion, or other benefit of employment on the basis of such membership. Furthermore, no person will be subjected to retaliation or adverse employment action because such person has exercised their rights under applicable law or this policy. If any employee believes that he or she has been subjected to discrimination in violation of this policy, the employee should immediately contact the SRAA Director of Human Resources.
- b. *Leaves of Absence:* employees will be granted leaves of absence to fulfill military obligations in accordance with law. Such military duties include leaves of absence taken by members of the uniformed services, including Reservists, National Guard members for training, periods of active military service, and funeral honors duty, as well as time spent being examined to determine fitness to perform such service. Subject to certain exceptions under the applicable laws, these benefits are generally limited to five years of leave of absence.
- c. *Procedures for Military Leave*
 - i. When an employee is called to military service, USERRA requires the employee in the uniformed services to give advance written or verbal notice of the service to their employer, unless such notice is precluded by military necessity.
 - ii. When notified of an impending call to service, the employee should request a temporary or extended military leave of absence by submitting a Leave Request Form to their supervisor. However, a written application is not required under the law or this policy.
 - iii. Every employee shall be paid their salary or other compensation as such public officer or employee for any and all periods of absence while engaged in the performance of ordered military duty, and while going to and returning from such duty, not exceeding a total of thirty days or twenty-two working days, whichever is greater, in any one calendar year and not exceeding thirty days or twenty-two working days, whichever is greater, in any one continuous period of such absence.
 - v. When an employee on military leave works at least one day in a work week, the entire salary will be paid. However, Altitude Access Solutions may request documentation of military pay for the leave taken and offset the employee's pay by that amount.
 - iv. After any statutory paid leave is exhausted, employees on temporary or extended military leave may, at their option, use any or all accrued paid vacation or personal leave during their absence. The request should be made on a Leave Request Form and submitted to the employee's supervisor.
 - vi. If on unpaid leave, the employee will be made aware of any applicable insurance premiums required.
 - vii. When the employee intends to return to work, the employee shall advise SRAA Human Resources Department within the application period set forth below.
 - viii. If the employee does not return to work, the supervisor must notify SRAA Human Resources Department so that appropriate action may be taken.

d. *Benefits while on Military Leave*

If an employee is absent from work due to military service, benefits will continue as follows:

- i. An employee on extended military leave may elect to continue group health insurance coverage for the employee and covered dependents under the same terms and conditions for a period not to exceed 30 days from the date the military leave of absence begins. The employee must pay, per pay period, the premium normally paid by the employee. After the initial 30-day period, the employee and covered dependents can continue group health insurance up to 24 months at 100% of the total premium rate (both employer and employee portions). Be sure to elect your coverage and make the required payments to SRAA Accounts Receivable in a timely manner to continue your coverage.
- ii. Employees do not accrue vacation, personal leave, or sick leave while on military leave of absence status.
- iii. In accordance with NYS law, any public employee who is a member of any pension or retirement system may elect, while on military duty, to contribute to such pension or retirement system the amount which the member would have contributed had their employment been continuous, and upon making such contribution the member shall have the same rights in respect to membership in the retirement system as she or he would have had if she or he had been present and continuously engaged in the performance of the duties of the position. Time during which a member is absent on military duty shall not constitute an interruption of continuous employment, but such time shall not be counted or included in determining the length of total service unless such member contributes to the retirement system the amount he would have been required to contribute if she or he had been continuously employed during such period.

e. *Reemployment*

Upon an employee's prompt application for reemployment (as defined below), an employee will be reinstated to employment in the following manner depending upon the employee's period of military service:

- i. *90 days or less of military service* – 1. in a position that the employee would have attained if employment had not been interrupted by military service; or 2. if found not qualified for such position after reasonable efforts by Altitude Access Solutions, in the position in which the employee had been employed prior to military service.
- ii. *More than 90 days and less than 5 years of military service* – 1. in a position that the employee would have attained if employment had not been interrupted by military service or a position of like seniority, status and pay, the duties of which the employee is qualified to perform; or 2. if proved not qualified after reasonable efforts by Altitude Access Solutions, in the position the employee left, or a position of like seniority, status and pay, the duties of which the employee is qualified to perform.
- iii. *Employee with a service-connected disability* - if after reasonable accommodation efforts by the employer, an employee with a service-connected disability is not qualified for employment in the position he or she would have attained or in the position that he or she left, the employee will be employed in: 1. any other position of similar seniority, status and pay for which the employee is qualified or could become qualified with reasonable efforts by the Company; or 2. if no such position exists, in the nearest approximation consistent with the circumstances of the employee's situation.

f. *Application for Reemployment*

An employee who has engaged in military service must, in order to be entitled to the reemployment rights set forth above, submit an application for reemployment according to the following schedule:

- i. *Military service is 30 days or less (or for the purpose of taking an examination to determine fitness for service)* - the employee must report for reemployment at the beginning of the first full regularly scheduled working period on the first calendar day following completion of service and the expiration of eight hours after a time for safe transportation back to the employee's residence, or as soon as possible after the expiration of the eight hour period if reporting to work within such time is impossible or unreasonable through no fault of the employee..
 - ii. *Military service is for 31 days or more but less than 181 days* - the employee must submit an application for reemployment with SRAA Human Resources Department no later than 14 days following the completion of service, or if submitting such an application within this time period is impossible or unreasonable through no fault of the employee, no later than the first full calendar day when submission of an application becomes possible..
 - iii. *Military service is over 180 days* - the employee must submit an application for reemployment with SRAA Human Resources Department no later than 90 days following the completion of service.
 - iv. *If the employee is hospitalized or recovering from a service-connected injury* - the employee must submit an application for reemployment with SRAA Human Resources Department no later than two years following completion of service. This two-year time limit may be extended in limited circumstances where circumstances beyond the employee's control make it impossible or unreasonable for the employee to submit an application within this time period.
- g. *Exceptions to Reemployment*
 In addition to the employee's failure to apply for reemployment in a timely manner, an employee is not entitled to reinstatement as described above if any of the following conditions exist:
- i. Altitude Access Solutions' circumstances have so changed as to make reemployment impossible or unreasonable.
 - ii. Reemployment would pose an undue hardship upon Altitude Access Solutions.
 - iii. The employee's employment prior to military service was merely for a brief, non-recurrent period and there was no reasonable expectation that the employment would have continued indefinitely or for a significant period.
 - iii. The employee did not receive an honorable discharge or a general discharge under honorable conditions from military service.
- h. *General Benefits upon Reemployment*
 Employees reemployed following military leave will receive seniority and other benefits determined by seniority that the employee had at the beginning of the military leave, plus any additional seniority and benefits the employee would have attained, with reasonable certainty, had the individual remained continuously employed. An employee's time spent on active military duty will be counted toward their eligibility for FMLA leave once they return to their job at Altitude Access Solutions. Additionally, upon reemployment, a covered employee will not be discharged except for cause for up to one year following reemployment.
- i. *Documentation*
 An employee's supervisor will, upon the employee's application for reemployment, request that the employee provide Altitude Access Solutions with military discharge documentation to establish the timeliness of the application for reemployment, the duration of the military service, and the honorable discharge from the military service.

9. Election Day Leave

In accordance with New York State law, an employee who is a registered voter will be granted up to two (2) hours of paid time off to vote, and such paid time off is only required if the employee does not have sufficient non-work time to vote. The presumption that an employee has sufficient time to vote if there are at least four consecutive hours either before or after the employee's shift when polls are open. If the employee has less than four consecutive hours, the employee may take off so much working time, when added to voting time outside the employee's voting hours, will enable the employee to vote, but not more than two hours of which will be without loss of pay.

An employee who wishes to take time off to vote must notify the Facility Manager between two (2) and ten (10) working days before the election. Altitude Access Solutions reserves the right to designate the time at the beginning or end of the employee's scheduled workday.

G. FAMILY MEDICAL LEAVE

Altitude Access Solutions will comply with all applicable requirements of the Family and Medical Leave Act of 1993 ("FMLA") and any subsequent amendments at the time it meets the threshold of employing 50 employees at the worksite or within 75 miles.

H. DISABILITY BENEFITS

New York State Disability benefits are available to all eligible employees to replace, in part, wages lost due to injuries or illnesses that do not arise out of or in the course of employment. Disability benefits include cash payments only. Medical care is the responsibility of the claimant.

As of the printing of this handbook, cash benefits are 50% of a claimant's average weekly wage, but no more than the maximum benefit allowed (currently \$170.00 per week). The average weekly wage is based on the last eight weeks of employment. Benefits begin on the 8th calendar day of disability and continue up to 26 weeks or the end of disability, whichever occurs first. Benefits are subject to Social Security and tax withholding and may not exceed 26 weeks during a 52 consecutive week period. Final decision on benefits is determined by the disability insurance carrier. This statutory benefit is subject to change based on NYS law.

An employee must exhaust all accrued sick time prior to receiving NY State Disability benefits and has the option to use accrued vacation time. Upon returning to work after a disability leave, an employee must present a certification from their physician stating fitness to return to work. Altitude Access Solutions reserves the right to require a complete "fitness to return to work" physical examination by a physician chosen by Altitude Access Solutions.

For specific coverage information, to file a claim, or obtain a copy of a NYS Disability Notice of Rights, please contact the SRAA Human Resources Department. If anything stated in this policy differs from the information contained in the plan documents, then the plan documents supersede this policy.

I. WORKERS' COMPENSATION

All employees are covered by workers' compensation insurance, which compensates an employee for lost time, medical expenses, and loss of life or dismemberment from an injury arising out of or in the course of work. Employees must immediately report any accident or injury to their supervisor and the SRAA Environmental, Health, and Safety Manager so that the necessary

paperwork may be completed. Workers compensation is responsible for determining which benefits an employee may receive.

J. NYS PAID FAMILY LEAVE

1. Overview

New York State Paid Family Leave (PFL) benefits provided through Altitude Access Solutions' statutory disability carrier are available to all eligible employees, and guarantees the following when leave is taken due to caring for a newborn child/adopted child with 12 months of birth/placement, caring for a family member with a serious medical condition, or helping with family obligations when a family member is on active military duty:

- i. Wage replacement (see benefit schedule below)
- ii. Job protection upon return from PFL; and
- iii. Continuation of health insurance while out on PFL

2. Eligibility

- i. Employees with a regular work schedule of 20 or more hours per week are eligible after 26 weeks of employment.
- ii. Employees with a regular work schedule of less than 20 hours per week are eligible after 175 days worked.
- iii. Once eligibility is established, it is maintained through the course of employment.

3. Benefits

Paid Family Leave provides partial wage replacement only. Payments are subject to Social Security and tax withholding. The program is funded by employees through a minimal payroll deduction set by New York State.

The benefit schedule as assigned by New York State is listed below:

Benefit	Length of Leave
67% of average weekly wage	12 weeks

4. Use/Accrual of Paid Leave

Employees do not have to take all of their sick leave and/or vacation before using paid family leave. Employees may request to use sick or vacation leave for full pay while on leave, although it's not required. The combination of all benefits paid to an employee may not exceed the employee's regular earnings.

If the employee goes out on unpaid leave, the benefit will be paid directly to the employee. If Altitude Access Solutions continues to pay the employee while on PFL through the use of sick leave and/or vacation, the benefit will be paid to Altitude Access Solutions.

Employees will accrue paid time leave while out on PFL.

5. Claim Procedure

When an employee has a foreseeable situation, they should provide Altitude Access Solutions with 30 days advance notice of their intention to use Paid Family Leave, along with any required documentation. If the event was not foreseeable, the employee must notify Altitude Access Solutions as soon as practical.

It is the employee's responsibility to submit a completed claim package to Altitude Access Solutions' Paid Family Leave insurance carrier within 30 days of their first day of paid leave. The insurance carrier will process the claim and issue a determination within 18 days.

A claim form is available from SRAA Human Resources Department, Altitude Access Solutions' Paid Family Leave insurance carrier, or on the NYS Paid Family Leave website.

6. Family Members as defined for the purposes of PFL as:

- i. Spouses
- ii. Domestic Partners
- iii. Children
- iv. Parents
- v. Parents-in-law
- vi. Grandparents
- vii. Grandchildren
- viii. Siblings

7. Serious Health Condition

A Serious Health Condition as defined by the New York State PFL regulations includes an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential health care facility; or continuing treatment or supervision by a health care provider.

Ordinarily, conditions such as the common cold, the flu, earaches, upset stomach, minor ulcers, routine dental or orthodontia problems, periodontal disease, etc. do not meet the definition of a serious health condition.

8. Health Insurance Continuation

Employees taking leave under PFL are entitled to receive health benefits during the leave at the same level and terms of coverage as if they had been working throughout the leave. If applicable, arrangements will be made for employees to pay their share of health insurance premiums while on leave. In some instances, Altitude Access Solutions may recover premiums it paid to maintain health coverage for an employee who fails to return to work from PFL leave.

9. Job Restoration

An employee will be restored to the position held when the leave began or to a comparable position with comparable employment benefits, pay, and other terms and conditions of employment, provided he or she returns to work within the time period allowed.

Altitude Access Solutions will not discriminate or retaliate against employees for taking or inquiring about Paid Family Leave. For more information or to file a claim, contact the SRAA Human Resources Department.

K. EMPLOYEE ASSISTANCE PROGRAM

Altitude Access Solutions has established an Employee Assistance Program (EAP) covering all employees and immediate family members who reside in the household, and children up to age 26. Altitude Access Solutions will contract with a professional EAP practitioner to implement, administer, and maintain the employees' assistance program. The EAP services are provided at no cost to the employee.

The EAP is intended to promote early identification and intervention to guide and assist employees in the resolution of personal difficulties that affect job performance. The EAP is not intended to replace behavioral health insurance and does not provide treatment services.

1. Procedures

Employees and eligible family members can refer themselves to the EAP on an independent, voluntary basis. The EAP is available 24 hours a day, 7 days a week through a toll-free phone number and a secure website and includes up to three face-to-face counseling sessions per issue.

In most cases, an EAP visit that is urgent or cannot be scheduled outside of work will be treated similar to other medical appointments. Refer to Altitude Access Solutions paid time off and call-in procedures.

2. EAP Counseling Sessions

EAP counselors are available to meet with employees or family members to assess a problem and develop a plan for resolution. The counselors may suggest a referral to an outside resource, such as a therapist, agency, physician, treatment facility or other professional that would be appropriate to assist in resolving the problem or situation. Where an employee may be in need of information, a referral or suggestion may be made over the telephone.

The EAP counselors will make every effort to coordinate referrals for ongoing treatment with the employee's health insurance coverage as well as with their ability to pay.

3. Administrative Referral

When an employee's job performance or attendance is unsatisfactory or there appear to be signs of other problems during the workday, the supervisor should counsel the employee in consultation with SRAA Human Resources Department with an end toward resolving the situation. If the employee appears to be unable or unwilling to correct the situation, the employee may be referred to the EAP to assist in the resolution of the problem. Depending on the situation, the employee may accept or refuse participation in the EAP. However, there may be situations where continued employment at Altitude Access Solutions may be contingent on the employee calling the EAP for assistance.

Voluntary participation in the EAP does not jeopardize job security or promotional opportunities. However, it does not excuse the employee from following company policies and procedures or from meeting required standards for satisfactory job performance except where specific accommodations are required by law.

4. Confidentiality

All contact between an employee and the EAP is held strictly confidential, except where prescribed by law (i.e., mandated reporting for child abuse, elder abuse, abuse of those with disabilities, threats of harm to self or others). In cases where an employee's continued employment is contingent on calling the EAP, the EAP counselor will only verify whether the employee has contacted the EAP and, if ongoing treatment is necessary, that the employee is following through on the treatment. Information given to the EAP counselor may be released to Altitude Access Solutions only if requested by the employee in writing. All counselors are guided by a professional code of ethics.

5. Responsibility

Altitude Access Solutions will designate an individual to act as the Employee Assistance Program Coordinator, normally the SRAA Director of Human Resources or their designee. The coordinator is responsible for organizing and facilitating all program activities with the EAP contractor, including training activities, distribution of materials, and the evaluation of program performance.

L. EMPLOYEE REFERRAL PROGRAM

Altitude Access Solutions provides an incentive to employees who refer candidates to apply for positions at Altitude Access Solutions and the candidates are employed for at least six (6) to twelve (12) months. Below are the details on the program:

1. Altitude Access Solutions employees are encouraged to refer people they know to apply for open positions at Altitude Access Solutions.
2. The job candidate must list the employee's name in the "Referred by" field on the online job application for the employee to be eligible for the referral incentive, or provide the name of the applicant to the hiring manager or SRAA Human Resources Department in writing.
3. If Altitude Access Solutions hires someone officially referred by an employee, the employee is eligible for an Employee Referral Incentive.
4. Referred candidate maintains employment for 6 months – Employee who referred them will receive \$250.
5. Referred candidate maintains employment for 12 months - Employee who referred them will receive another \$250 (\$500 total).
6. Referred candidates are put through the same recruiting process as all other candidates, and an employee referral does not guarantee an interview or job offer.
7. Referring a candidate for employment is not the same as being a reference. Employees will not be eligible for the employee referral incentive for only being listed as a reference or providing a reference for a job candidate.
8. All Employee Referral Incentives are subject to normal payroll taxes.
9. Employees, including but not limited to hiring managers and human resources staff, are not eligible to receive an employee referral bonus for positions they are responsible for hiring, or for which they participate in the hiring process.

M. NEW YORK STATE LACTATION BREAK LAW

In accordance with NYS Labor Law Section 206-C, Altitude Access Solutions shall provide 30 minutes of paid break time for employees to express breast milk when the employee has a reasonable need to express breast milk. Employees are permitted to use existing paid break or

meal time if they need additional time for breast milk expression beyond the paid 30 minutes. The time must be provided for up to three years following childbirth. Altitude Access Solutions will provide paid break time as often as an employee reasonably needs to express breast milk. The number of paid breaks an employee will need to express breast milk is unique to each employee and Altitude Access Solutions will provide a reasonable break time based on the individual. Altitude Access Solutions will not discriminate in any way against an employee who chooses to express breast milk in the workplace. A copy of this full policy is found as Appendix A.

N. BENEFITS WHILE ON UNPAID LEAVE

An employee who is on unpaid leave and wants to maintain their health insurance will be required to pay for their personal contribution through direct billing. The payment is due at the end of each month of coverage, 30 days from the date of the invoice. If payment has not been made timely within 60 days from the date of the invoice, group health coverage will be cancelled, provided the employee is notified in writing at least 15 days before the date that coverage will lapse. Should the employee be in arrears for a second month, insurance may be cancelled retroactively to the invoice due date. The employee may then be eligible for COBRA.

SECTION 4 – EQUAL EMPLOYMENT OPPORTUNITY POLICIES & PROCEDURES

A. SEXUAL HARASSMENT AND DISCRIMINATION PREVENTION POLICY PURPOSE AND GOALS

Altitude Access Solutions is committed to maintaining a workplace free from harassment and discrimination. Sexual harassment is a form of workplace discrimination that subjects an employee to inferior conditions of employment due to their gender, gender identity, gender expression (perceived or actual), and/or sexual orientation. Sexual harassment is often viewed simply as a form of gender-based discrimination, but Altitude Access Solutions recognizes that discrimination can be related to or affected by other identities beyond gender. Under the New York State Human Rights Law, it is illegal to discriminate based on sex, sexual orientation, gender identity or expression, age, race, creed, color, national origin, military status, disability, predisposing genetic characteristics, familial status, marital status, criminal history, or status as a victim of domestic violence. Our different identities impact our understanding of the world and how others perceive us. For example, an individual's race, ability, or immigration status may impact their experience with gender discrimination in the workplace. While this policy is focused on sexual harassment and gender discrimination, the methods for reporting and investigating discrimination based on other protected identities are the same. The purpose of this policy is to teach employees to recognize discrimination, including discrimination due to an individual's intersecting identities, and provide the tools to take action when it occurs. All employees, managers, and supervisors are required to work in a manner designed to prevent sexual harassment and discrimination in the workplace. This policy is one component of Altitude Access Solutions' commitment to a discrimination-free work environment.

Goals of this Policy:

Sexual harassment and discrimination are against the law. After reading this policy, employees will understand their right to a workplace free from harassment. Employees will also learn what harassment and discrimination look like, what actions they can take to prevent and report harassment, and how they are protected from retaliation after taking action. The policy will also explain the investigation process into any claims of harassment. Employees are encouraged to

report sexual harassment or discrimination by filing a complaint internally with Altitude Access Solutions (see [Appendix B](#)). Employees can also file a complaint with a government agency or in court under federal, state, or local antidiscrimination laws. To file an employment complaint with the New York State Division of Human Rights, please visit <https://dhr.ny.gov/complaint>. To file a complaint with the United States Equal Employment Opportunity Commission, please visit <https://www.eeoc.gov/filing-charge-discrimination>.

A. SEXUAL HARASSMENT AND DISCRIMINATION PREVENTION POLICY

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

5. Altitude Access Solutions will conduct a prompt and thorough investigation that is fair to all parties. An investigation will happen whenever management receives a complaint about discrimination or sexual harassment, or when it otherwise knows of possible discrimination or sexual harassment occurring. Altitude Access Solutions will keep the investigation confidential to the extent possible. If an investigation ends with the finding that discrimination or sexual harassment occurred, Altitude Access Solutions will act as required. In addition to any required discipline, Altitude Access Solutions will also take steps to ensure a safe work environment for the employee(s) who experienced the discrimination or harassment. All employees, including managers and supervisors, are required to cooperate with any internal investigation of discrimination or sexual harassment.
6. All employees and covered individuals are encouraged to report any harassment or behaviors that violate this policy. All employees will have access to a complaint form to report harassment and file complaints (see [Appendix C](#)). Use of this form is not required. For anyone who would rather make a complaint verbally, or by email, these complaints will be treated with equal priority. An employee or covered individual who prefers not to report harassment to their manager or employer may instead report harassment to the New York State Division of Human Rights and/or the United States Equal Employment Opportunity Commission. Complaints may be made to both the employer and a government agency.

Managers and supervisors are **required** to report any complaint that they receive, or any harassment that they observe or become aware of, to their supervisor and the SRAA Director of Human Resources. If it would be difficult or inappropriate to notify your supervisor or SRAA Director of Human Resources, or if the situation is not satisfactorily resolved, notify the SRAA General Counsel.

7. This policy applies to all employees and covered individuals, such as contractors, subcontractors, vendors, consultants, or anyone providing services in the workplace, and all must follow and uphold this policy. This policy must be provided to all employees in person or digitally through email upon hiring and will be posted prominently in all work locations. For those offices operating remotely, in addition to sending the policy through email, it will also be available on the organization's shared network.

What Is Sexual Harassment?

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

Understanding gender diversity is essential to recognizing sexual harassment because discrimination based on sex stereotypes, gender expression and perceived identity are all forms of sexual harassment. The gender spectrum is nuanced, but the three most common ways people identify are cisgender, transgender, and non-binary. A cisgender person is someone whose gender aligns with the sex they were assigned at birth. Generally, this gender will align with the binary of male or female. A transgender person is someone whose gender is different than the sex they were assigned at birth. A non-binary person does not identify exclusively as a man or a

woman. They might identify as both, somewhere in between, or completely outside the gender binary. Some may identify as transgender, but not all do. Respecting an individual's gender identity is a necessary first step in establishing a safe workplace.

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

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

There are two main types of sexual harassment:

- Behaviors that contribute to a **hostile work environment** include, but are not limited to, words, signs, jokes, pranks, intimidation, or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex, gender identity, or gender expression. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory, or discriminatory statements which an employee finds offensive or objectionable, causes an employee discomfort or humiliation, or interferes with the employee's job performance.
- Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions, or privileges of employment. This is also called **quid pro quo** harassment.

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

Examples of Sexual Harassment

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

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

- Creating different expectations for individuals based on their perceived identities:
 - Dress codes that place more emphasis on women's attire;
 - Leaving parents/caregivers out of meetings.

Who Can be a Target of Sexual Harassment?

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

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

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

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

Where Can Sexual Harassment Occur?

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

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

Retaliation

Retaliation is unlawful and is any action by an employer or supervisor that punishes an individual upon learning of a harassment claim, that seeks to discourage a worker or covered individual from making a formal complaint or supporting a sexual harassment or discrimination claim, or that punishes those who have come forward. These actions need not be job-related or occur in the workplace to constitute unlawful retaliation. For example, threats of physical violence outside of work hours or disparaging someone on social media would be covered as retaliation under this policy.

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

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

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

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

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

Reporting Sexual Harassment

Everyone must work toward preventing sexual harassment, but leadership matters. Supervisors and managers have a special responsibility to make sure employees feel safe at work and that workplaces are free from harassment and discrimination. Any employee or covered individual is encouraged to report harassing or discriminatory behavior to a supervisor, manager or SRAA Director of Human Resources or designee. Anyone who witnesses or becomes aware of potential instances of sexual harassment should report such behavior to a supervisor, manager, or SRAA Director of Human Resources. If it would be difficult or inappropriate to notify your supervisor or SRAA Director of Human Resources, or if the situation is not satisfactorily resolved, notify Altitude Access Solutions’ General Counsel.

Reports of sexual harassment may be made verbally or in writing. A written complaint form is attached to this policy if an employee would like to use it, but the complaint form is not required. Employees who are reporting sexual harassment on behalf of other employees may use the complaint form and should note that it is on another employee’s behalf. A verbal or otherwise written complaint (such as an email) on behalf of oneself or another employee is also acceptable.

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

Supervisory Responsibilities

Supervisors and managers have a responsibility to prevent sexual harassment and discrimination. All supervisors and managers who receive a complaint or information about suspected sexual harassment, observe what may be sexually harassing or discriminatory behavior, or for any reason suspect that sexual harassment or discrimination is occurring, are required to report such suspected sexual harassment to the SRAA Director of Human Resources. Managers and supervisors should not be passive and wait for an employee to make a claim of harassment. If they observe such behavior, they must act.

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

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

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

Bystander Intervention

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

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

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

Complaints and Investigations of Sexual Harassment

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

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

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

While the process may vary from case to case, investigations will be done in accordance with the following steps. Upon receipt of a complaint, the SRAA Director of Human Resources:

1. Will conduct a prompt review of the allegations, assess the appropriate scope of the investigation, and take any interim actions (for example, instructing the individual(s) about whom the complaint was made to refrain from communications with the individual(s) who reported the harassment), as appropriate. If complaint is verbal, request that the individual completes the complaint form in writing. If the person reporting prefers not to fill out the form, the SRAA Director of Human Resources will prepare a complaint form or equivalent documentation based on the verbal reporting;
2. Will take steps to obtain, review, and preserve documents sufficient to assess the allegations, including documents, emails or phone records that may be relevant to the investigation. The SRAA Director of Human Resources will consider and implement appropriate document request, review, and preservation measures, including for electronic communications;
3. Will seek to interview all parties involved, including any relevant witnesses;
4. Will create a written documentation of the investigation (such as a letter, memo or email), which contains the following:
 - a. A list of all documents reviewed, along with a detailed summary of relevant documents;
 - b. A list of names of those interviewed, along with a detailed summary of their statements;
 - c. A timeline of events;
 - d. A summary of any prior relevant incidents disclosed in the investigation, reported or unreported; and
 - e. The basis for the decision and final resolution of the complaint, together with any corrective action(s).
5. Will keep the written documentation and associated documents in a secure and confidential location;

6. Will promptly notify the individual(s) who reported the harassment and the individual(s) about whom the complaint was made that the investigation has been completed and implement any corrective actions identified in the written document; and
7. Will inform the individual(s) who reported of the right to file a complaint or charge externally as outlined in the next section.

B. LEGAL PROTECTIONS AND EXTERNAL REMEDIES

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

The internal process outlined in the policy above is one way for employees to report sexual harassment. Employees and covered individuals may also choose to pursue legal remedies with the following governmental entities. While a private attorney is not required to file a complaint with a governmental agency, you may also seek the legal advice of an attorney.

New York State Division of Human Rights

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

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

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

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

DHR will investigate your complaint and determine whether there is probable cause to believe that sexual harassment has occurred. Probable cause cases receive a public hearing before an administrative law judge. If sexual harassment is found at the hearing, DHR has the power to award relief. Relief varies but it may include requiring your employer to take action to stop the harassment, or repair the damage caused by the harassment, including paying of monetary damages, punitive damages, attorney's fees, and civil fines.

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

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

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

The United States Equal Employment Opportunity Commission

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

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

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

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

Local Protections

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

Contact the Local Police Department

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

Conclusion

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

D. DISABILITY AND ACCOMMODATIONS

1. Altitude Access Solutions will make reasonable accommodations for employees with disabilities in accordance with law, and will make accommodation for such request when a reasonable accommodation is available that does not create an undue hardship on Altitude Access Solutions' business.
2. An employee who seeks a disability accommodation must submit a written request for a reasonable accommodation to the SRAA Human Resources Department. The written request will include the type of accommodation the employee is seeking.
3. SRAA Human Resources Department, the supervisor, and employee will discuss the request and decision on an accommodation. If the employee accepts the proposed disability accommodation, the immediate supervisor will implement the decision. If the employee rejects the proposed accommodation, he or she may appeal following Altitude Access Solutions' general grievance policy and procedure.

E. RELIGIOUS ACCOMMODATIONS

1. Altitude Access Solutions respects the religious beliefs and practices of all employees and will make, on request, an accommodation for such observances when a reasonable accommodation is available that does not create an undue hardship on Altitude Access Solutions' business.
2. An employee who seeks a religious accommodation must submit a written request for the accommodation to their immediate supervisor. The written request will include the type of religious conflict that exists and the employee's suggested accommodation.
3. The supervisor and employee will meet to discuss the request and decision on an accommodation. If the employee accepts the proposed religious accommodation, the immediate supervisor will implement the decision. If the employee rejects the proposed accommodation, he or she may appeal following Altitude Access Solutions' general grievance policy and procedure.

F. REPRODUCTIVE HEALTH DECISIONS

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

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

If an employee believes the employee has experienced or witnessed retaliation or discrimination based on reproductive health decisions or another factor, the employee should promptly report the incident to the employee's supervisor, manager or SRAA Human Resources Department. If it would be difficult or inappropriate to notify your supervisor or SRAA Human Resources Department, or if the situation is not satisfactorily resolved, notify SRAA General Counsel.

SECTION 5 – WORKPLACE GUIDELINES

A. ATTENDANCE AND PUNCTUALITY

1. Attendance at work is a major responsibility of each employee. Absence from work causes delays, requires temporary assignments of other people and generally disrupts operations. Employees should make every effort to be at work and on time when scheduled.

2. An accurate record of attendance must be maintained by each employee. Exempt employees must accurately record daily hours worked, approved leave credits, and absences not charged to leave credits. Non-exempt staff must record arrival and departure times both at the beginning and end of the workday and meal periods, approved leave credits used, and absences not charged to leave credits. Employees in certain areas must use a time clock and/or timesheet to record arrival and departure times, both at the beginning and end of the workday and meal period. The timesheet then becomes the official record of time worked. Employees are not permitted to clock in/out or complete a timesheet for another employee.

3. Employees must complete their timesheets for their supervisor to review and approve. Falsification of an employee's attendance or time record constitutes a very serious violation and is a basis for counseling and/or disciplinary action, up to or including termination.

4. All employees are required to complete a Leave Request form and submit to their supervisor to request approval to leave work. These must be submitted as soon as possible once an employee knows they are interested in taking time off, but preferably three weeks in advance, as schedules are posted three weeks in advance. Once a schedule has been posted, employees are expected to find their own coverage if they need time off. If coverage is secured, both employees must notify management so the schedule can be updated and absences excused. If coverage cannot be found and the employee calls out, the absence will follow attendance guidelines and may be considered unexcused.

5. If an employee is going to be absent from work, the employee should notify the supervisor two hours prior to the start of the employee's shift. If an employee is unable to report to work on time, the employee must notify the immediate supervisor prior to, or within one-half hour of the start of the employee's shift. If the supervisor is not available, the employee should ask for the supervisor's supervisor. The employee is still responsible for finding coverage for their shift. If coverage cannot be found and the employee calls out, the absence will follow attendance guidelines and may be considered unexcused.

6. An employee's absence from work shall be considered an unauthorized absence when:

- a. the absence was not properly approved by the employee's supervisor, or
- b. the employee could not find coverage for their shift, or

- c. in the case of an absence necessitated by illness, the employee fails to provide notice to their supervisor as soon as practicable.

Unauthorized absence constitutes misconduct and depending upon the circumstances, may result in performance counseling or disciplinary action, up to or including termination.

7. Absence from work without approval, where unauthorized absences are for a period in excess of three (3) consecutive calendar days, will be considered a voluntary resignation. An employee requesting reinstatement after abandonment of employment must show that he or she was incapable of providing proper notice to Altitude Access Solutions of the need to be absent. This provision shall not limit Altitude Access Solutions' ability to remove employees on the basis of misconduct for periods of unauthorized absence of any duration.

8. If an employee has available paid time off and provides proper notice, it can be used to cover an absence.

9. In certain circumstances (such as patterns of absences, holidays, or previously denied time off), the company reserves the right to require medical documentation.

10. Frequent absenteeism and tardiness is unacceptable. To resolve this problem, an employee will first be made aware that their absenteeism and/or tardiness has become a problem. Should the problem persist, corrective action will be taken, up to or including termination.

B. WORKPLACE ATTIRE/GROOMING

Altitude Access Solutions strives to maintain a workplace environment that functions well and is free from unnecessary distractions. As part of that effort, Altitude Access Solutions requires employees to maintain a neat and clean appearance that is appropriate for the workplace setting and for the work being performed, and to wear clothing that ensures staff are easily identifiable to customers and protected from workplace hazards.

1. Branding & Apparel

- a. *Company Identity*: All staff must wear the provided Altitude Access Solutions branded apparel while on duty. This includes company-issued shirts, jackets, and hats.
- b. *Winter Gear*: During winter months, staff must use the provided logo-branded winter coats and hats.
- c. *General Appearance*: Staff are expected to provide their own clean, professional work pants (colors determined at the sole discretion of Altitude Access Solutions) and sturdy, closed-toe footwear suitable for long periods of walking and outdoor maintenance.

2. Personal Protective Equipment (PPE)

The following safety gear is provided and mandatory based on the task:

- a. *High-Visibility Vests*: Must be worn at all times when working in the parking lots, on the garage roof, while directing traffic, or while assisting customers.
- b. *Winter Gloves*: For cold-weather maintenance and snow clearing.
- c. *Cut-Resistant Gloves*: Must be worn when handling trash, clearing ticket jams, or performing mechanical repairs.
- d. *Safety Glasses/Face Shield*: Required when loading or operating the salt/calcium chloride spreader.
- e. *Chemical-Resistant Gloves*: Must be worn when cleaning up vehicle fluid spills

- f. *Footwear:* Closed-toe shoes are required for shuttle drivers, and composite slip-resistant/weather resistant shoes are required for maintenance work.

Acceptable personal appearance, like proper maintenance of work areas, is an ongoing requirement of employment with Altitude Access Solutions. Supervisors may determine and enforce guidelines for workplace-appropriate attire and grooming for their areas, including natural or artificial scents that could be distracting or irritating to others.

Altitude Access Solutions urges employees to use common sense and sound judgment when dressing for work. To assist, here are a few broad guidelines to follow:

- All clothing should be clean and in good shape. Refrain from wearing clothes that have stains, tears, rips or holes. If logo clothing provided by the company is ripped or stained, immediately let your supervisor know. A reasonable amount of replacements will be provided each year.
- All employees should maintain an acceptable level of bodily hygiene to ensure that interactions with other staff and customers remain positive and pleasant.
- Work clothes should be professional, which means that they should not be too tight, too revealing, or too casual, and the clothing should align with the work being conducted on that day.
- Altitude Access Solutions has no policy against visible tattoos but may require that staff cover any that may express words or images that are against company policy.
- Depending on the position, avoid clothing that is too loose to ensure safety.
- Attire that includes logos, images, or words that violate any other AAS policies are not permitted.

Supervisors should communicate any department-specific workplace attire and grooming guidelines to staff members at the time of hire and during evaluation periods. Any questions about the department's guidelines for attire should be discussed with the employee's immediate supervisor.

All staff members must carry or wear a name tag provided by Altitude Access Solutions while at work.

Reasonable accommodation of religious beliefs/medical conditions

Altitude Access Solutions will reasonably accommodate a staff member's religious beliefs or medical conditions in terms of workplace attire unless the accommodation creates an undue hardship. Those requesting a workplace attire accommodation based on religious beliefs or a medical condition should be referred to the SRAA Human Resources Department.

Addressing workplace attire and hygiene problems

Violations of this policy can range from inappropriate clothing items to offensive perfumes and body odor. If a staff member comes to work in inappropriate dress, they will be required to go home, change into conforming attire or properly groom, and return to work. Hourly paid staff members will not be compensated for any work time missed because of failure to comply with designated workplace attire and grooming standards.

If a staff member's poor hygiene or use of too much perfume/cologne is an issue, the supervisor should discuss the problem with the staff member in private and should point out the specific

areas to be corrected. If the problem persists, supervisors should follow the normal corrective action process.

If a hygiene issue is caused by a medical condition, the employee may address this with SRAA Human Resources Department.

C. BEHAVIOR OF EMPLOYEES

Certain rules and regulations regarding employee behavior are necessary for the efficient operation of Altitude Access Solutions and for the benefit and safety of all employees. Conduct that interferes with operations, discredits Altitude Access Solutions, or is offensive to constituents or fellow employees will not be tolerated. This should not be construed as a promise of specific treatment under specific circumstances, except as required by law.

1. Employees are expected to treat other employees, the public, tenants, vendors, contractors, public officials, and other stakeholders they may work with in a courteous and respectful manner.

2. The following conduct is prohibited and may subject the individual involved to disciplinary action, up to and including termination: **The examples below are illustrative of the type of behavior that will not be permitted, but are not intended to be an all-inclusive listing:**

- a. Reporting to work under the influence of alcoholic beverages, marijuana, and/or illegal drugs or the use, sale, dispensing, or possession of alcoholic beverages, marijuana, and/or illegal drugs on company or Airport premises
- b. Possession of firearms or other weapons on Airport premises, except as may be required for an employee's specific job duties and with the written approval of the Executive Director
- c. Insubordination or refusing to follow appropriate instructions of a supervisor, or other representative of management concerning a job-related matter. This includes excessive resistance to, defiance of, or disrespect towards the positions listed above.
- d. Horseplay, fighting, or assault
- e. Threatening or intimidating others, including workplace bullying
- f. Theft, destruction, defacement, or misuse of AAS or Airport property, as well as intellectual property, or of another employee's property, or any property on airport grounds.
- g. Gambling during work hours or on Airport property
- h. Falsifying or altering any business record or report, for example but not limited to, an application for employment, a medical report, a time record, an expense account, or an absentee report
- i. Smoking and vaping on Airport property, except in designated employee smoking areas. For purposes of employee conduct, smoking is defined to include the use of an electronic or battery-operated device that is capable of delivering vapor or inhalation, with or without nicotine.
- j. Failure to wear assigned safety and personal protective equipment, including safety shoes/boots, or failure to abide by safety rules and policies
- k. Engaging in any form of discrimination or harassment
- l. Improper disclosure of confidential information
- m. Unauthorized absence
- n. Violation of safety or security policies, rules and regulations
- o. Violation of sexual harassment policy and discrimination prevention policy

D. DISCIPLINARY PROCEDURE

1. All employees are expected to comply with Altitude Access Solutions' standards of behavior and any non-compliance will be subject to discipline. Altitude Access Solutions generally follows

a policy of progressive discipline, but this is not a guarantee that all steps will be applied in all cases. There may be circumstances when one or more steps are bypassed and termination is warranted in the first instance. This should not be construed as a promise of specific treatment under specific circumstances, except as required by law.

2. Progressive discipline may include:

- a. Verbal warnings
- b. Written warnings
- c. Suspension without pay
- d. Termination

3. Violations of the following workplace guidelines as outlined in Section 5.C.2 and Section 5.D are considered major and will result in immediate suspension and/or termination:

- a. Violation of the drug free workplace policy
- b. Possession of firearms or other weapons on company or Airport premises, except as may be required for an employee's specific job duties and with the written approval of the Executive Director
- c. Insubordination or refusing to follow appropriate instructions of a crew leader, supervisor, or other representative of management concerning a job-related matter. This includes excessive resistance to, defiance of, or disrespect towards the positions listed above.
- d. Horseplay, fighting, or assault
- e. Theft, destruction, defacement, or misuse of company property or of another employee's property, or any property on airport grounds.
- f. Violation of security policies, rules and regulations

E. DRUG FREE WORKPLACE POLICY

1. Purpose and Policy Statement

Altitude Access Solutions is dedicated to providing a safe and productive work environment for its employees, which is essential in meeting our mission of maintaining and operating the facilities in a safe, secure, and efficient manner, while also providing a safe and comfortable experience customers. Being under the influence of alcohol or certain drugs poses a serious safety and health risk, not only to the user but also to those in contact with the user. Altitude Access Solutions will not tolerate any drug use or alcohol use that endangers the health and well-being of its employees or threatens the operation of the facilities.

Altitude Access Solutions is also committed to respecting the privacy of employees, rehabilitation, and desires to help those who voluntarily seek assistance for problems with illegal drug and alcohol abuse, while simultaneously ensuring a safe, productive work environment free from illegal drug and alcohol use. It is intended that this policy will be interpreted and implemented in a manner consistent with all federal and state employment laws and mandates regarding substance abuse in the workplace, and may be amended from time to time to ensure compliance with federal and state mandates.

2. Applicability

This policy affects any individual employed by the Altitude Access Solutions, including regular full-time, part-time, temporary, and contract employees. This policy applies during work hours, while on duty, on call, or while conducting official company business onsite or offsite.

3. Policy Dissemination and Enforcement

Employees will be provided this policy at the time of hire and will have access to this policy and any subsequent revisions through notices on employee bulletin boards, Altitude Access Solutions Employee Handbook, and the SRAA Human Resources Department. A notice regarding Altitude Access Solutions' pre-employment drug testing will be included in all applicable job postings. The SRAA Director of Human Resources is responsible for the enforcement of this policy.

4. Duty to Report

Both employees and management have an important role to play in maintaining a safe and productive drug-free workplace. All employees are expected to not report to work or be subject to duty while their ability to perform job duties is impaired due to on or off-duty use of alcohol or other drugs, prescription, illegal, or otherwise.

5. Prohibited Behavior/Conduct

A violation of this policy occurs when an employee or other individual covered by this policy:

- a. Uses, possesses, solicits for, distributes, or sells narcotics or other illegal drugs, or prescription medication without a prescription on company premises or while performing work or assignment on behalf of Altitude Access Solutions
- b. Is under the influence of prohibited drugs or alcohol during work hours, whether on company premises or at an offsite location (including lunch and break periods)
- c. Is arrested for possessing, manufacturing, distributing, using or being under the influence of prohibited drugs and fails to report it to SRAA Human Resources Department within two (2) business days
- d. Fails to report conviction for a violation of a criminal drug statute in writing to SRAA Human Resources Department within two (2) business days after such conviction
- e. Verification of a misdemeanor or felony conviction for a drug related offense
- f. Engages in the unauthorized possession, manufacture, distribution, sale or use of alcohol
- g. Is under the influence of alcohol as defined in Section 7 on company premises or during work hours
- h. Consumption or possession of alcohol or illegal drugs in an company-owned or controlled vehicle
- i. Refuses to submit to, tampers with, or fails to pass an alcohol or drug test
- j. Newly discovered evidence that an employee tampered with a previously administered drug test
- k. Fails to report that their driver's license was suspended as the result of a drug or alcohol related incident while operating a vehicle within two (2) business days after such suspension, where the employee operates a vehicle as part of their job responsibilities.
- l. Misuses or abuses prescription medication as outlined in Section 6 below.

Violations of this policy will subject the employee to discipline, up to and including termination.

6. Prescription Drugs

An employee who must use prescribed drugs during work that could adversely affect the employee's ability to perform essential functions of the position, or the safety of him/herself, or others in the workplace must report this fact to their immediate supervisor along with acceptable medical documentation. Altitude Access Solutions will make reasonable accommodations in accordance with law, and will make accommodation for such request when a reasonable

accommodation is available that does not create an undue hardship on Altitude Access Solutions' business.

Employees must report the use of prescriptions and over-the-counter drugs that could have a disabling effect or otherwise adversely affect the covered employee's fitness for duty or safe job performance to their immediate supervisor (without giving the name of prescription/over the counter drug).

It is the employee's responsibility to determine from the physician, pharmacist, or other health care professional whether or not the prescribed or over-the-counter drugs could adversely affect the covered employee's fitness for duty or impair job performance.

Employees may be required to provide a written medical authorization to work from a physician, upon reporting the use of prescription or over-the-counter drugs.

If Altitude Access Solutions finds that an employee's use of such medication poses a risk to the employee or others by impairing their ability to safely and effectively perform their job, the employee will be required to take advantage of appropriate human resources procedures (requesting a reasonable accommodation, use of available paid leave, etc.) to avoid unsafe workplace practices.

If an employee initially tests positive for controlled substances on the drug-testing panel (see 8.f. Semi-synthetic Opioids - i.e., hydrocodone, oxycodone, hydromorphone, oxymorphone) and is subsequently able to provide the required medical documentation to satisfy the Medical Review Officer (MRO) and Federal DOT regulations of the appropriate use of the medication and MRO then indicates a negative drug test result, the employee will not be in violation of this policy.

7. Alcohol

For purposes of this policy, an employee will be considered under the influence of alcohol and subject to disciplinary action if their blood alcohol concentration (BAC) is .02 or greater. Altitude Access Solutions reserves the right to test employees for alcohol as provided under this policy.

If the initial test reveals a blood alcohol concentration of .02 or greater, a confirmatory test must be performed. The confirmatory test will produce the only result from which disciplinary action may be taken. If the blood alcohol concentration is 0.02 to 0.0399 (but less than 0.04), the employee will be suspended without pay for 24 hours. If the blood alcohol concentration is 0.04 or greater the employee will be suspended without pay for 10 days subject to the provisions of Section 12.

8. Drug and Alcohol Testing

The following substances are tested when "drug" is indicated:

- a. Marijuana metabolites (not considered in pre-employment testing)
- b. Cocaine metabolites
- c. Amphetamines
- d. Opiates
- e. Heroin
- f. Phencyclidine (PCP)
- g. MDMA (Ecstasy)
- h. Semi-synthetic Opioids (i.e., hydrocodone, oxycodone, hydromorphone, oxymorphone)

Altitude Access Solutions may require applicants and employees to submit to drug and alcohol testing under the following circumstances:

- a. *Pre-employment testing of job applicants:* Any applicant who has been provided a conditional offer of employment, regardless of position applying for, will be subject to pre-employment drug test. The applicant shall not be hired into the position unless the applicant takes a drug test with a verified negative result. A non-safety sensitive position employee shall not be placed, transferred or promoted into a safety sensitive position until the employee takes a drug test with a verified negative result. Refusal to submit to testing will result in rejection of application. If an applicant fails or refuses a pre-employment drug test, the conditional offer shall be rescinded.
- b. *Reasonable suspicion testing of employees:* Altitude Access Solutions may ask any employee, regardless of position, to submit to a drug and/or alcohol test at any time it feels the employee may be under the influence of drugs and/or alcohol. Reasonable suspicion exists where: 1. A manager who has been trained in identifying Reasonable Suspicion observes an employee's abnormal/erratic behavior that suggest she/he is under the influence of drugs and/or alcohol while at work, or 2. There is evidence, including a reliable and credible report of an employee's drug or alcohol use while at work. The trained manager who believes "reasonable suspicion" exists must contact SRAA Human Resources Department to review circumstances before requiring that the employee submits to testing. The employee will be provided safe transportation to a testing facility or onsite testing will be provided by a certified testing facilitator or SRAAPD as soon as possible following the determination that reasonable suspicion exists to believe that the provisions of this policy have been violated. The employee will be placed on leave with pay in accordance with Altitude Access Solutions' policies. An employee who refuses an instruction to submit to a drug/alcohol test shall not be permitted to finish their shift and shall immediately be terminated. A written record of the observance which led to a drug/alcohol test based on reasonable suspicion must be prepared and signed by the supervisor making the observation, within 24 hours of the observation or prior to the release of the test results.

The following non-exclusive list contains examples of circumstances that could raise a *Reasonable Suspicion* about an employee. These circumstances under which substance screening may be considered is strictly limited to employee's conduct on duty or during work hours, during company functions, or on company or Airport property:

- i. Direct observation of what is perceived to be an illegal drug or alcohol use by a credible, reliable source
 - ii. A sufficiently specific report of illegal drug or alcohol use by a credible, reliable source
 - iii. Observation of physical symptoms that are consistent with drug or alcohol use, such as slurred speech or unbalanced or uncoordinated movement, without proper medical justification
 - iv. Observation of erratic behavior, abnormal actions, or unusual conduct that is consistent with drug or alcohol use without proper medical justification
 - v. Detection of an alcohol or an illegal drug-related odor on the employee's person
 - vi. Admission of being under the influence of drugs or alcohol by the employee at issue, without a proper medical justification
- c. *Post-accident and/or injury testing of employees:* Any employee, regardless of position, may be required to take and pass a drug and/or alcohol test following an accident or injury involving the employee on company or Airport property or while the employee was on

duty, including accidents/injuries involving damage to company vehicle or motorized equipment. Employees involved in an accident will be required to submit to testing as soon as practicable following the accident and at the most, the test specimen must be collected from an employee within 24 hours after the accident. The employee who voluntarily leaves the scene of an accident or fails to make him or herself available for testing following an accident will be deemed to have refused to submit to testing and will be terminated. If an employee is injured and unable to report to a testing facility immediately following the accident due to the need for treatment at a medical facility, specimens for testing may be collected at the medical facility in accordance with U.S. Department of Health and Human Services guidelines.

- d. *EAP/Return to Duty/Follow-Up testing*: Employees for whom the positive drug test is a first offense will have opportunity for return to duty/follow-up testing in accordance with the EAP policy in Section 12 below. Any employee who tests positive for drugs or alcohol with a BAC of 0.04 or greater upon return to duty/follow-up testing, or refuses such testing, shall be terminated.

All time spent in testing will be without loss of pay, with the exception of return to duty testing.

9. Drug Testing Procedure

Employees will be required to comply with the screening provider's ordinary procedures for urine specimen collection, which will follow the Substance Abuse and Mental Health Services Administration (SAMHSA) guidelines on urine specimen collection. The screening provider will explain the collection procedure to the employee. In addition, the employee will be required to sign any and all requisition and consent forms presented to the employee prior to giving the sample, which forms shall specifically include, but not be limited to, granting the employee's consent to have the Medical Review Officer (MRO) review test results and to release the test results to the SRAA Human Resources Department. The SRAA Human Resources Department will be informed immediately if the employee refused to sign any requisition or consent form at the testing facility when required to take a drug test. Failure to sign such forms will be deemed a refusal to submit to testing. It is the responsibility of the employee to keep visual contact with the sample and containers at all times at the testing facility until the sample is sealed and initialed. A chain of custody document is to be completed at the testing facility and the employee may ask to have it explained to him/her that the document records all handling of the sample. The sample specimens will be number-coded and cross-referenced as to the name of the tested employee.

10. Appeal Procedure

Applicants/employees who received a positive confirmed test result may appeal the results by contacting the Medical Review Office within 5 days after notification. In the event an employee disagrees with the results of a positive drug test, he/she may request that a portion of the initial sample be sent by the laboratory to another approved laboratory of their choosing for confirmation. Should an employee request confirmation, it will be at their sole expense and liability. The confirmation test must be completed with results received by the HR Department within 5 business days of when the employee initially received notification from the HR Department of the first positive test. If the test results are confirmed as positive, the employee will be subject to discipline, up to and including termination. If the test results are negative, the employee will be returned to duty and paid for time missed up to normal work schedule, and reimbursed for the expense of testing. If confirmation test results are inconclusive, the employee will be required to submit to a hair sample analysis, if applicable, at the employee's expense.

11. Consequences of failing to follow policy

If an employee refuses to submit to a required test, such refusal will result in termination.

12. Employee Assistance Program/Treatment

Altitude Access Solutions recognizes that alcohol and drug abuse/addiction are treatable illnesses. Altitude Access Solutions also knows that early intervention and support improves the likelihood of successful rehabilitation. To provide value support to its employees:

Altitude Access Solutions offers an Employee Assistance Program (EAP) to assist employees and their family members who suffer from substance abuse and other personal/emotional problems. Altitude Access Solutions employees may voluntarily contact the EAP provider. The service is confidential and free to all Altitude Access Solutions employees.

Altitude Access Solutions encourages employees to voluntarily seek treatment for themselves or for a family member who may have a drug and/or alcohol problem.

If an employee has voluntarily sought the assistance of EAP for an illegal drug and/or alcohol problem, the employee may be required to take and pass drug and/or alcohol tests before being permitted to return to work and may be required to submit to periodic drug and/or alcohol tests for a period of up to sixty (60) months following the employee's return to work, as may be recommended by the substance abuse professional (SAP), to confirm that the employee is no longer currently engaged in the illegal use of drugs or misuse of alcohol.

An employee who has tested positive for the first time for drugs or alcohol with a BAC of 0.04 or greater will be immediately suspended without pay for 10 days and an administrative referral will be made to Altitude Access Solutions' Employee Assistance Program (EAP) substance abuse professional (SAP) program. The employee will not be released to return back to work until the employee completes the requirements set by the SAP, including a return to duty drug and/or alcohol test. If the leave surpasses the initial suspension, the employee may use accrued paid leave for the remainder of the suspension. The employee will be subject to follow-up testing as assigned by the SAP return to work program, and in compliance with DOT regulations, where applicable, not to exceed sixty (60) months. If the employee tests positive for drugs and/or alcohol on a follow-up test within the sixty (60) month period, the employee will be terminated immediately. Employees who test positive and were also involved in accidents or found to have engaged in misconduct will be subject to disciplinary action up to and including termination from employment.

An employee who only seeks treatment after being notified of a drug or alcohol test required under this policy, yet refuses to take a drug test, is not deemed to have voluntarily sought this treatment, and will be subject to termination.

The use of EAP or other treatment resources will not shield an employee from discipline up to and including termination, where evidence supports the employee is in violation of this policy.

The cost of the EAP is covered by Altitude Access Solutions. The cost of the SAP, when required by Altitude Access Solutions, is paid for by Altitude Access Solutions. Employee's voluntarily seeking EAP services will have access to the standard counseling benefits available to all employees but not paid SAP services. Employees enrolled in Altitude Access Solutions' medical insurance plan may voluntarily choose to use inpatient/outpatient rehabilitation services covered by Altitude Access Solutions' plan. Employees should refer to the Summary Plan Document or contact Altitude Access Solutions' health insurance provider to confirm coverage.

13. Notification of Conviction

Altitude Access Solutions will take appropriate disciplinary action, up to and including termination, against the employee within 30 days of receiving such a notice of conviction from an employee.

14. Protection of Employee Privacy

All employee information received by Altitude Access Solutions in connection with its drug-free workplace program and the administration of this policy is confidential. Altitude Access Solutions will not release employee test results or medical information about an employee without the employee's specific written consent.

15. Records Release

- a. Drug/alcohol testing records shall be maintained by the SRAA Human Resources Department and, except as provided below or by law, the results of any drug/alcohol test shall not be disclosed without express consent of the tested employee.
- b. Records of a positive drug test result, positive alcohol test result, or a refusal to test shall be released to the employee's department head or designee, and other persons in a need-to-know positions.
- c. Records of an employee's drug/alcohol tests shall be released to the adjudicator in a grievance, lawsuit, or other proceeding initiated by or on behalf of the tested individual arising from the results of the drug/alcohol test.
- d. The employee, upon written request, is entitled to obtain copies of any records pertaining to their use of prohibited drugs or misuse of alcohol, including testing records. Employee may not have access to follow-up testing plans, if applicable.

16. Appendix of Job Classifications

Non-DOT Automobile Operators

1. Facility Manager

Non-DOT Automobile Operator, DOT Medical Card Required

1. Assistant Manager
2. Supervisor
3. Maintenance Worker
4. Shuttle Driver

F. EMPLOYEE SUGGESTIONS/CONCERNS

1. Employees are encouraged to present their work-related suggestions or concerns. Employees who have suggestions or feel they have an appropriate concern should start by promptly bringing the concern to the attention of the immediate supervisor. If the issue involves the supervisor, or if the employee is not satisfied with the supervisor's decision, he/she should bring the matter to the SRAA Director of Human Resources, or the SRAA General Counsel.

2. Information concerning an employee concern will be, to the extent possible, held in strict confidence. Supervisors are to investigate and discuss an issue only with those individuals who have a need to know about it or who are needed to supply necessary background information.

G. CODE OF ETHICS/CONFLICTS OF INTEREST

Altitude Access Solutions prohibits employees from holding a position that requires them to participate in any decision to hire, promote, discipline, or discharge a relative who is, or is under consideration to become, an Altitude Access Solutions' employee.

Altitude Access Solutions employees are hereby held to the following Code of Ethics and standards of conduct for conflicts of interest.

1. Misuse of Position

Any employee shall not use their official position or office, or take or fail to take any action, in a manner which they know or have reason to know may result in a personal financial benefit for any of the following persons:

- a. A company officer, member, staff, or employee;
- b. The outside employer or business of a company officer, member, staff, or employee if the officer, member, staff, or employee's outside employment compensation or business income would be affected by the action;
- c. A relative, where the action would affect them to a greater degree than the general public or a class of individuals similarly situated, including in the process of employment, recruitment, hiring, promotion, and discipline.

2. Secondary Employment

Subject to the written approval of the Facility Manager, which approval may be withdrawn at their discretion at any time, a company employee may be employed on a secondary work basis by a vendor or contractor engaged to perform services at the Airport or with Altitude Access Solutions.

3. Disclosure and Recusal

Altitude Access Solutions' employees shall, to the extent they know or should know thereof, publicly disclose to the Facility Manager, President, Vice President, or Director of Human Resources of/for Altitude Access Solutions, the nature of any potential conflict of interest between their official duties with Altitude Access Solutions and any outside interest; and offer to recuse themselves from any debate, discussion, decisions or any matter before Altitude Access Solutions or agency when acting on the matter, or failing to act on the matter, could reasonably be expected to be more beneficial financially to any of the persons listed in Section 1-above under Misuse of Power, than it would be to any member of the general public.

4. Revolving Door

Persons who have served as employees of Altitude Access Solutions shall neither, after the termination of such employment, appear before Altitude Access Solutions or any agency of Altitude Access Solutions, nor render services on behalf of any person, firm, corporation or association, in relation to any case, proceeding or application with respect to which the employee was directly concerned or in which they personally participated during the period of their service or employment of which was under their active consideration, until the case, proceeding or application have been fully disposed of for a period of two years from the date of separation from employment, whichever is earlier; nor shall the employee receive or agree to receive any compensation with respect to such matter.

5. Gifts

No employee shall directly or indirectly solicit any gift, having a value of \$75 or more, whether the gift is in the form of money, property, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form under circumstances in which it could reasonably be inferred that the gift was intended to influence them, or could reasonably be expected to influence them, in the performance of their official duties or was intended as a financial reward for any official action on their part.

The only exception to Altitude Access Solutions' policy on gifts is if an employee accepts a free invitation to a charitable fund-raising event, recognition dinner, or similar community event.

6. Confidential Information

Employees shall not disclose confidential information acquired by them in the course of their official duties unless having first obtained proper authorization for use in official business purposes. Additionally, confidential information shall not be used to further their personal interests or those of the persons listed in Section 1-above under Misuse of Power or used in a way that intentionally harms the financial interests of Altitude Access Solutions or its vendors. Confidential and proprietary information may include but is not limited to such things as pricing and financial data, customer names/addresses, private employee personnel data, including demographic and medical information, labor negotiations, information about current or prospective vendors, prospective air service development and marketing initiatives, and other information not already made public.

7. Outside Compensation

Employees shall not receive or enter into any agreement, express or implied, or compensation for services to be rendered in relation to any matters before any Altitude Access Solutions agency of which they are an employee, or of any company agency over which they have jurisdiction, or to which they have the power to appoint any officer, member, staff, or employee.

Altitude Access Solutions employees shall not receive compensation or enter into any agreement, express or implied, for services to be rendered in relation to any matter before any agency of Altitude Access Solutions, whereby their compensation is to be depended or contingent upon any action by the agency. This shall not prohibit the representation by an Altitude Access Solutions employee before such other unaffiliated Altitude Access Solutions agencies for fees based solely upon the reasonable value of the services.

H. WHISTLEBLOWER POLICY AND PROCEDURES

Altitude Access Solutions' Whistleblower policy and procedures is attached as Appendix D.

I. PERSONAL CELL PHONE USE

Cellphones should be turned off or set to silent or vibrate mode during meetings, conferences and in any circumstance where incoming calls may be disruptive.

Personal cellphones

While at work, employees are expected to exercise discretion in using personal cellphones. Excessive personal calls during the workday can interfere with employee productivity and be

distracting to others. Employees are encouraged to make any personal calls during nonwork time when possible and to ensure that friends and family members are aware of Altitude Access Solutions' policy. Personal cell phones may not be used when operating machinery, equipment, or vehicles for work, unless previously approved by supervisor, in which case employee must use hands-free operations or safely stop the machine, equipment, or vehicle before using the phone.

When using wi-fi on a personal phone, employee must use the public wi-fi network and may not utilize any of Altitude Access Solutions' business wi-fi networks.

Altitude Access Solutions will not be liable for the loss of personal cellphones brought into the workplace.

Video or audio recording devices

The use of camera or other video or audio recording-capable devices on company premises is prohibited without the express prior permission of management and of the person(s) subject to recording. Video or audio recording in restrooms and/or locker rooms is strictly prohibited.

SECTION 6 – WORKPLACE SAFETY

A. EMPLOYEE SAFETY AND HEALTH

Altitude Access Solutions complies with all applicable federal, state, and local health and safety regulations, including the Public Employee Safety and Health Act and the Right to Know Law. Employees are expected to comply with all safety and health requirements.

1. Altitude Access Solutions Responsibility – oversee and direct the safety program that includes the responsibilities listed below:

- a. Review employee accident reports to ensure correction of unsafe working conditions, practices or potential hazards.
- b. Evaluate accident investigations to determine if the cause of the unsafe situation was identified and corrected.
- c. Informal safety and health inspections of all work areas.
- d. Evaluate the workplace accident and illness prevention program.

2. Supervisors' safety responsibilities include:

- a. Familiarizing themselves with all safety and health procedures relevant to the operations under their supervision.
- b. Inspecting their work areas periodically.
- c. Training their employees in safety matters or arranging for such training where appropriate.
- d. Identifying conditions that are recognized as being unsafe.
- e. Reporting accidents and injuries immediately, in compliance with appropriate Federal/State regulations (OSHA/PESH).

3. Employees should report to their supervisor all observed safety and health violations, potentially unsafe conditions, and any accidents resulting in injuries to employees or customers.

4. Altitude Access Solutions will provide special clothing or equipment, or reimburse for it, when law requires such clothing or equipment. Employees are responsible for the proper use and maintenance of such clothing and equipment and will be subject to discipline for failure to exercise

this obligation. Should an employee be working and found to not be wearing the proper safety shoes or safety equipment required of their position, they will be sent home without pay.

5. Altitude Access Solutions will not discriminate in any manner against an employee because the employee has instituted a safety-related proceeding, has testified in such a proceeding, or has otherwise exercised any right afforded by law.

B. MEDICAL PROCEDURES

On occasion, when job-related and consistent with business necessity, employees or potential employees may be required to submit to medical tests or examinations whenever such actions are permitted by law and are necessary for the safe or efficient operation of Altitude Access Solutions.

1. Once an employment offer has been made, potential employees may be required as a condition of employment to pass a medical examination or medical inquiry to establish their fitness to perform the offered jobs, if this is required of all entering employees in the same job category. If a post-offer medical examination or inquiry reveals a disability that would preclude the individual's ability to perform the essential functions of the job, with or without reasonable accommodation, or discloses that the individual would impose a "direct threat" to health or safety, the individual will not be hired.

2. Employees may be required to have a medical examination or vaccinations on other occasions when required by Federal law.

3. Medical examinations required by Altitude Access Solutions will be paid for by it and must be performed by a physician designated or approved by it. Examinations not made mandatory by this policy are the responsibility of the employee.

4. Medical examinations paid for by Altitude Access Solutions are the property of Altitude Access Solutions and will be treated as confidential. All records of such examinations, as well as those required by law or regulation or warranted by appropriate business practice, will be made available to the employee, persons designated and authorized by the employee, public agencies, relevant insurance companies, or the employee's doctor.

5. Employees who need to use prescribed drugs while at work, which could adversely affect their job performance or the safety of others, must report this requirement to their supervisor and provide acceptable medical documentation. Depending on the circumstances, employees may be reassigned, removed from certain tasks, or even not allowed to work if they are judged not to be able to perform their jobs safely and properly while taking prescribed drugs.

6. An employee returning from a disability leave or an absence caused by health problems must provide written documentation from a medical professional with knowledge about the employee's functional limitations on performing safely and satisfactorily the employee's regular work without endangering the employee or others.

7. Employees who become ill on the job or suffer any work-connected injury are to report it to their supervisor. The supervisor will be responsible for reporting the incident and completing the appropriate forms. Any employee who incurs a work-related injury requiring an absence from work to receive medical attention must provide a medical release before returning to work.

C. WORKPLACE VIOLENCE PREVENTION POLICY AND INCIDENT REPORTING

Altitude Access Solutions is committed to the safety and security of our employees. Workplace violence presents a serious occupational safety hazard to our agency, staff, and clients. Threats, threatening behavior, or acts of violence against employees, visitors, guests, or other individuals by anyone on Altitude Access Solutions' property will be thoroughly investigated and appropriate action will be taken, including summoning criminal justice authorities when warranted. All employees are responsible for helping to create an environment of mutual respect for each other as well as customers, following all policies, procedures and program requirements, and for assisting in maintaining a safe and secure work environment.

This policy is designed to meet the requirements of NYS Labor Law section 27-b and highlights some of the elements that are to be found within our Workplace Violence Prevention Program. The process involved in complying with this law includes a workplace evaluation that will be designed to identify the workplace violence hazards our employees could be exposed to. Other tools that may be utilized during this process include establishing a committee made up of management and Authorized Employee Representatives who will have an ongoing role of participation in the evaluation process, recommending methods to reduce or eliminate the hazards identified during the process and investigating workplace violence incidents or allegations. All employees will participate in the annual Workplace Violence Prevention Training Program.

The goal of this policy is to promote the safety and well-being of all people in our workplace. All incidents of violence or threatening behavior will be responded to immediately upon notification. Altitude Access Solutions has identified response personnel which includes the SRAA Director of Human Resources and an employee representative. If appropriate, Altitude Access Solutions will provide counseling services or referrals for employees.

All personnel are responsible for notifying the Facility Manager or their designee of any violent incidents, threatening behavior, including threats they have witnessed, received, or have been told that another person has witnessed or received.

SECTION 7 – EMPLOYMENT EXPENSES/USE OF RESOURCES

A. TRAVEL

Employee requests for travel reimbursement shall be made in accordance with current Altitude Access Solutions financial policies and procedures, in accordance with IRS standard mileage rates. Information on the current Travel policy can be found by reaching out to the SRAA Finance Manager or CFO.

B. MEAL EXPENSES

With approval by the SRAA Executive Director or their designee, an employee travelling on Altitude Access Solutions business is eligible for reimbursement for meals. Employees will be reimbursed for actual costs that are reasonable and directly related to or associated with the Airport's and/or Altitude Access Solutions' business. Subject to the provisions of Section 7.D below, reimbursements for strictly travel-related meals shall not include expenses for any alcoholic beverages. Employees must provide receipts for all meals for which reimbursement is being requested.

C. OVERNIGHT ACCOMMODATIONS

Reservations for hotel accommodations and rental vehicles may either be arranged by the SRAA Executive Director's Executive Assistant, or an employee may choose to book their own accommodations and submit expenses through Altitude Access Solutions' reimbursement process. Altitude Access Solutions will generally pay these expenses directly to vendors via check to minimize sales taxes and other charges, and/or to obtain government and/or group price discounts whenever possible. Preference will be given to conference locations and/or hotels offering lodging discounts in connection with attendance at the particular conference and/or event. Reasonable transportation expenses incurred for travel to hotel accommodations may also be submitted for consideration of reimbursement (e.g. taxis, subways and buses to and from airports and/or train stations).

D. USE OF COMMUNICATION SYSTEMS

The use of any company electronic device (e.g., computer, iPad, cellular phone, radio, or other electronic means of communication), or the use of an internet connection provided by Altitude Access Solutions, is a privilege. Altitude Access Solutions understands that specific electronic device use is necessary to perform certain duties of any employee's job. Any employee who requires an electronic device to fulfill the duties of their job shall have access to one and company provided access to the internet. Inappropriate use of a company electronic device or company provided internet access is subject to disciplinary action up to and including termination of employment.

1. Electronic Device and Internet Use

Altitude Access Solutions considers use of a company electronic device or company provided internet access not related to the employee's job duties or specific task as either incidental or inappropriate computer use. Altitude Access Solutions anticipates an employee may use their company electronic device for incidental use (defined below), but inappropriate use is strictly prohibited.

2. Incidental Electronic Device and Internet Use

Incidental use of a company electronic device or company provided internet may include checking personal email, reading online news, performing unrelated research, briefly accessing social media websites, and any other online activity that does not burden Altitude Access Solutions' hardware or unusually interferes with Altitude Access Solutions' provided internet access. Employees should limit their incidental electronic device use to appropriate break times.

An employee's supervisor or the SRAA Director of Human Resources, or Executive Director shall have the discretion to determine whether an employee's electronic device or internet use is incidental or inappropriate use. In the event that an Altitude Access Solutions' employee's job performance suffers, or if an employee is abusing their access to a company electronic device or company provided internet access, Altitude Access Solutions employee's electronic device and company provided internet access or the incidental use of devices may be suspended, revoked, or permanently removed at the discretion of management.

3. Inappropriate Electronic Device and Internet Use

Altitude Access Solutions absolutely prohibits any inappropriate use of company electronic devices and company provided internet. Inappropriate use shall mean, but is not limited to, any

use of a company electronic device or company provided internet that may expose Altitude Access Solutions to legal action, is illegal, violates copyright or trademark law, places an unnecessary strain on Altitude Access Solutions' hardware, unusually interferes with Altitude Access Solutions' provided internet access or bandwidth, any inappropriate or extended video streaming, any activity that furthers an employee's personal commercial or financial interests, contributes to an online message board, chat room, or other online entertainment, or is otherwise unrelated to Altitude Access Solutions employee's job duties or a distraction from the employee's job performance.

Altitude Access Solutions employees who engage in inappropriate use of a company electronic device or internet access may have their access to an electronic device or the internet limited, suspended, or revoked. Management shall have the option to further discipline or terminate any employee based on their inappropriate use of a company electronic device or company provided internet access.

4. No Reasonable Expectation of Privacy

No Altitude Access Solutions' employee, or any person accessing a company electronic device or company provided internet access, shall have a reasonable expectation of privacy of that person's use of a company electronic device, data stored on Altitude Access Solutions electronic device, or data transmitted or received through Altitude Access Solutions provided internet access.

5. Ownership of Data

Any data created by an Altitude Access Solutions' employee in furtherance of an Employee's job duties or under the direction of Altitude Access Solutions, is company property. This includes any email, document, or any other form of electronic information stored or transmitted by a company electronic device, including company issued cell phone, or through Altitude Access Solutions' email server, or company provided email access. Unauthorized deletion or transmission of company owned data is subject to discipline.

6. Email

If required to perform their job duties, Altitude Access Solutions employees will have a "Altitude-Access.com" email address assigned to them. Company confidential information must not be shared outside of Altitude Access Solutions, without authorization, at any time. Use of Altitude Access Solutions' email service is subject to all of the conditions defined herein.

Any emails that discriminate against employees by virtue of any legally protected classification will be dealt with according to the harassment policy.

Sending or forwarding non-business emails will result in disciplinary action that may lead to employment termination.

7. Cell Phone

When job duties or organizational needs demand, Altitude Access Solutions may issue a business cellphone to an employee for work-related communications. Personal use of company-owned cellphones should be kept to a minimum unless otherwise authorized by the SRAA Executive Director.

Employees in possession of company-owned cellphones are expected to protect the equipment from loss, damage or theft, and immediately report if a cell phone is lost or damaged. The employee may be asked to produce the phone for inspection at any time. Upon separation of employment, the employee may be required to return the phone with all company data, including electronic communications remaining intact without deletion.

Employees whose job responsibilities include regular or occasional driving and who are issued a cellphone for business use are expected to refrain from using their phone while driving; use of a cellphone while driving is not required by the company. Safety must come before all other concerns. Regardless of the circumstances, including slow or stopped traffic, employees are required to use hands-free operations or pull off to the side of the road and safely stop the vehicle before placing or accepting a call. Employees are encouraged to refrain from discussion of complicated or emotional matters and to keep their eyes on the road while driving at all times. Special care should be taken in situations where there is traffic or inclement weather, or the employee is driving in an unfamiliar area.

Hands-free equipment will be provided with company-issued phones to facilitate the provisions of this policy. Reading or sending text messages while driving is strictly prohibited.

Employees who are charged with traffic violations resulting from the use of their phone while driving will be solely responsible for all liabilities that result from such actions.

All employees are expected to follow applicable local, state, and federal laws and regulations regarding the use of cellphones at all times.

Employees will be required to sign acknowledgment of Altitude Access Solutions' cell phone policy rules prior to being issued a company cell phone.

8. Radios

Employees who require a radio for work-related responsibilities will be trained on the use of the radio and required to acknowledge a separate policy for radio use.

9. Business Cards

Employees may request business cards, either hard copy or digital, and approval will be at the discretion of the supervisor and dependent on the needs of that particular position.

Business cards are to be used for company purposes only and shall be turned back into Altitude Access Solutions upon separation.

Altitude Access Solutions will provide a template for both hard copy and digital business cards, including the type of information that may be included.

For digital business cards:

1. Photograph is to be professional photo as it's representative of Altitude Access Solutions
2. Social media links should be directed to Altitude Access Solutions social media accounts. Employee's may only share their professional LinkedIn social media account on their card.
3. Employees will only be provided one digital card and one lanyard. If the employee loses or destroys the digital card, the employee is responsible for the cost of a replacement card.

E. SOLICITATION

Altitude Access Solutions maintains bulletin boards to communicate company and Airport information to employees and to post notices required by law. These bulletin boards, as well as mailboxes and email, are for business purposes only and may not be utilized for solicitations or other personal use. Certain designated areas will be provided for personal use, those certain areas will be defined by the Facility Manager or SRAA Human Resources Department.

F. PARKING

Employees, Volunteers, and Interns, will be given access to free parking. All employees shall park in their designated parking area. If any employee is found to use their parking card to permit any other person to access the designated parking lot, the employee's parking card and access to the designated parking lot will be restricted or suspended.

Altitude Access Solutions assumes no responsibility for any damage to, or theft of, any vehicle or personal property left in the vehicle while on company or airport property.

G. AUTOMOBILE USAGE

Company vehicles are to be used for company business and, in general, may not be driven off Airport premises. In certain circumstances, Altitude Access Solutions may allow employees to drive off premises on company business or reimburse employees for business use of personal vehicles. The guidelines below are for all employees who drive company vehicles, whether on property or approved off property:

1. Employees may not drive company vehicles without a valid driver's license and prior approval of their supervisor. Employees approved to drive company vehicle as part of their job or to drive on company business are required to inform their supervisor of any changes that may affect either their legal or physical ability to drive or their continued insurability as annual insurance renewals will be required. Employees who drive company vehicles understand that Altitude Access Solutions will have access to their driving record through NYS DMV Lens program and will receive updates on the employee's driving history when changes occur.
2. Employees holding jobs designated as requiring regular driving must, as a condition of employment, be able to meet the driver approval standards of this policy at all times, otherwise risk disciplinary action up to and including termination. For all other jobs, driving is considered only an incidental function of the position. Employees whose driving record indicates unsafe driving practices will not be allowed to perform driving activities while on company business.
3. Certain company vehicles will be authorized to be taken off airport premises in order to conduct company business. These vehicles will be identified by a sticker on the driver's side window. These designated company vehicles may only be driven off premises for a specific purpose as approved by management.
5. The rental of vehicles may take place only with the approval of the Facility Manager.
6. Employees who drive a company vehicle on company business must, in addition to meeting the approval requirements above, follow all NYS laws regarding vehicle operation including wearing seat belts at all times while in a moving vehicle, exercise due diligence to drive safely, and maintain the security of the vehicle and its contents. In addition, such drivers must make sure that the vehicle is in a safe and drivable condition. Employees are responsible for any driving infractions or fines as a result of their driving.
7. Alcoholic beverages, controlled substances or other intoxicating substances/agents are not allowed in company-owned vehicles under any circumstances. Smoking and vaping is prohibited in company-owned vehicles.

8. No employee is permitted, under any circumstances, to operate a company vehicle, or a personal vehicle for company business, when any physical or mental impairment causes the employee to be unable to drive safely. This prohibition includes, but is not limited to, circumstances in which the employee is temporarily unable to operate a vehicle safely or legally because of illness, medication, or intoxication.
9. An employee must report any accident, theft, or malicious damage involving a company vehicle or a personal vehicle used on company business to their supervisor and the Facility Manager, regardless of the extent of damage or lack of injuries. Such reports must be made as soon as possible before the end of their shift, but no later than 24 hours after the incident. Employees are expected to cooperate fully with authorities in the event of an accident. However, employees should make no voluntary statement other than in reply to questions of investigating officers. Any mechanical failures, physical damage to the personal vehicle, or personal property lost, stolen or damaged will not be reimbursed by Altitude Access Solutions.

Applicants and employees who are required to drive as part of their job, and who are found to have specific violations on their driving record will be disqualified from driving according to the following matrix.

Driving Privilege Disqualification Matrix:

Category	Specific Violation	# of Violations in Past 5 Years	Driving Privilege Status	Rationale
Major Violations (Automatic Disqualification)	DUI / DWI / DWAI	Any	Disqualified	High-severity, insurance-prohibited
	Chemical test refusal	Any	Disqualified	Automatic revocation under NY law
	Reckless driving (criminal)	Any	Disqualified	Classified as a serious offense
	Hit-and-run / leaving scene	Any	Disqualified	High liability exposure
	Driving with suspended or revoked license	Any	Disqualified	Indicates uninsurable risk
	Vehicular assault / criminal speeding	Any	Disqualified	Serious criminal traffic offense
Serious Moving Violations	Major speeding (21+ mph over limit)	2+	Disqualified	Indicates high-risk behavior
	Passing stopped school bus	2+	Disqualified	High-severity violation

Category	Specific Violation	# of Violations in Past 5 Years	Driving Privilege Status	Rationale
Moderate Moving Violations	Cell phone / texting violation	3+	Disqualified	Strong predictor of future accidents
	At-fault accident (major)	2+	Disqualified	Indicates unsafe driving pattern
	Minor speeding (1–20 mph over limit)	4+	Disqualified	Pattern of unsafe driving
	Failure to yield / stop sign / red light	4+	Disqualified	Repeated negligence
	Unsafe lane change / tailgating	4+	Disqualified	Elevated collision risk
Administrative Violations	At-fault accident (minor)	3+	Disqualified	Frequency indicates risk
	Expired license (repeated)	3+	Disqualified	Indicates compliance issues
	Failure to maintain insurance	Any	Disqualified	Liability exposure
	Failure to report violations	Any	Disqualified	Integrity and compliance concern

I. PERSONAL PROPERTY

Employees are expected to exercise reasonable care to safeguard personal items of value brought to work. Altitude Access Solutions does not assume responsibility for the loss or theft of personal belongings.

APPENDIX A



YOU HAVE THE RIGHT TO EXPRESS BREAST MILK AT WORK

New York State Labor Law Section 206-c requires your employer to provide you with 30 minutes of paid break time when you need to pump breast milk at work. For more information on your rights in the workplace, please view the New York State Department of Labor's (NYSDOL) policy here on.ny.gov/breastmilkexpression. For more information regarding expressing breast milk, please view the New York State Department of Health's Breast Feeding Bill of Rights at health.ny.gov/publications/2028/.

DOES THIS LAW COVER MY EMPLOYER?

This law applies to all public and private employers in New York State, regardless of the size or nature of their business.

WHAT IF MY EMPLOYER HASN'T TOLD ME I CAN PUMP BREAST MILK AT WORK?

All employers are required to inform employees about their right to take 30 minute paid breaks during the work day for the purpose of expressing breast milk. Your employer must inform you of this right by providing you with New York State Department of Labor's Policy on the Rights of Employees to Express Breast Milk in the Workplace. This policy can be provided in print or electronically through email. All employees must receive this policy when they are hired and this notice must be given to every to employee returning to work following the birth of a child, as well as once a year thereafter.

DO I HAVE TO GIVE MY EMPLOYER ADVANCE NOTICE IF I WANT TO PUMP BREAST MILK AT WORK?

Yes. If you want to pump breast milk at work, you must notify your employer in advance in writing – preferably before you return to work from maternity leave. Your request should be sent to your direct supervisor or staff member designated by your employer to handle such requests. Your written request can be sent through email, text message, written correspondence or any

chat-based app regularly used by the organization for correspondence that allows for the retention of messages. Your written notification should include details regarding how many breaks you anticipate needing during the work day. If you have preferred times to express breast milk, please include that in your written notification as well.

HOW LONG AFTER MY CHILD IS BORN CAN I PUMP BREAST MILK AT WORK?

You may take break time to pump breast milk at work for up to three years following the birth of your child.

HOW MUCH BREAK TIME CAN I TAKE TO PUMP BREAST MILK?

Your employer must give you a 30 minute paid break when you need to express breast milk. You can take shorter breaks if you choose. The breaks are in addition to any meal time or regular paid breaks you might have. You are permitted to use existing meal time or paid break time if you need additional time for breast milk expression beyond the paid 30 minutes.

HOW OFTEN DURING THE WORKDAY CAN I TAKE BREAKS TO PUMP BREAST MILK?

The number of paid breaks an employee will need is unique to each employee. Your employer must accommodate you whenever you reasonably need to take a break to express milk.

IF I TAKE BREAKS TO PUMP BREAST MILK, CAN MY EMPLOYER REDUCE THE AMOUNT OF OTHER BREAK TIME I GET?

No. If you take paid breaks to pump breast milk, your employer cannot take time away from your regular paid break or meal time.

IF I TAKE BREAKS TO PUMP BREAST MILK, CAN I MAKE UP THAT TIME?

No. Your employer is prohibited from requiring you to work before or after your normal shift to make up for any paid break time you take to pump breast milk. You are not required to make up this time.

DOES MY EMPLOYER HAVE TO PAY ME FOR BREAK TIME I TAKE TO PUMP BREAST MILK?

Yes. Under New York State Law, all employees are entitled 30 minutes of paid break time each time they reasonably need to express breast milk. You may also use your regular paid break or meal time to pump breast milk. You are under no obligation to complete work tasks while expressing breast milk, and your employer cannot require it. You may voluntarily decide to do so if you want to.

DOES MY EMPLOYER HAVE TO PROVIDE A PLACE FOR ME TO PUMP BREAST MILK?

Yes. Your employer must provide you with a private room or other location close to your work area where you can pump breast milk. If your employer can't provide a dedicated lactation room, a temporarily vacant room may be used instead. As a last resort, a cubicle can be used, but it must be fully enclosed with walls at least seven feet tall. You should consult the NYSDOL's Division of Labor Standards if your employer tells you they do not have a place for you to pump breast milk.

CAN THAT PLACE BE A BATHROOM?

No. The room or location provided by your employer cannot be a restroom or toilet stall.

WHAT DOES MY EMPLOYER HAVE TO PUT IN THE ROOM?

The place where you pump breast milk must contain a chair and small table or other flat surface. Additionally, the space must have good natural or artificial light, an electrical outlet (if the workplace has electricity), and be close to accessible, clean water. If the workplace has a refrigerator, you must be allowed to use it to store milk if you would like.

DOES THE ROOM HAVE TO BE PRIVATE?

Yes. The room or place provided by your employer cannot be open to other employees, customers, or members of the public while you are pumping breast milk. It should have a door with a functional lock, or, in the case of a cubicle, a sign warning the location is in use and not accessible to others. If there are windows in the space, they should be covered.

WHAT DO I DO IF MY EMPLOYER ISN'T FOLLOWING THIS LAW?

File a complaint with the NYSDOL's Division of Labor Standards. These complaints are confidential. We will not tell your employer a complaint has been filed against him or her. You may call NYSDOL at **1-888-52-LABOR**, email to LSAsk@labor.ny.gov, or come to the nearest Labor Standards to file a complaint. A list of offices is available at labor.ny.gov/workerprotection/laborstandards/workprot/lstdists.shtm.

WHAT IF MY EMPLOYER PUNISHES ME FOR FILING A COMPLAINT?

Your employer may not discriminate or retaliate in any way against you or any other employee who chooses to pump breast milk in the workplace or who files a complaint with us. If this happens, contact NYSDOL immediately and let us know.

WHERE CAN I FIND ADDITIONAL INFORMATION ON THIS TOPIC?

NYSDOL has issued a policy on the rights of employees to express breast milk in the workplace. Employers are required to provide you with this policy when you are hired, as well as when you return to work after a child is born. The policy is available online at on.ny.gov/breastmilkexpression.

DO ANY OTHER LAWS PROTECT MY RIGHT TO PUMP BREAST MILK AT WORK?

Yes. The Fair Labor Standards Act, a federal law covering all 50 states, also protects your right to pump breast milk at work. For more information, contact the Wage and Hour Division of the U.S. Department of Labor at **1-866-4USWAGE**. The federal PUMP Act went into effect in 2023, expanding protections for almost all employees pumping breast milk at work. Under the PUMP Act, any covered workers not provided with breaks and adequate space for up to a year after the birth of a child are able to file a complaint with USDOL or file a lawsuit against their employers. For more information, please visit on.ny.gov/breastmilkexpression.

APPENDIX B

SEXUAL HARASSMENT COMPLAINT FORM

New York State Labor Law requires all employers to adopt a sexual harassment prevention policy that includes a complaint form to report alleged incidents of sexual harassment. If you believe that you have been subjected to sexual harassment, you are encouraged to complete this form and submit it to the SRAA Director of HR or designee, or if you're complaining about the SRAA Director of HR, you may submit this to the Executive Director or General Counsel.

As detailed in the Employee Handbook, you will not be retaliated against for filing a complaint in good faith. It is important that employees provide truthful information, and employees who knowingly provide false information are subject to discipline.

If you are more comfortable reporting verbally or in another manner, Altitude Access Solutions will complete this form based on information received from you, ask you to sign and if you refuse, annotate your refusal to sign. You will be provided a copy of the completed form, regardless of whether you sign. Upon receipt of your complaint, Altitude Access Solutions will conduct an investigation in accordance with its sexual harassment policy. For additional resources, you may visit the website: ny.gov/programs/combating-sexual-harassment-workplace.

Complainant's Information

Immediate Supervisor's Information

Name: _____
Work Address: _____
Work Phone: _____
Work e-mail: _____
Job Title: _____

Name: _____
Job Title: _____

Initial next to your preferred method of communication regarding your complaint:
_____(email) _____(phone) _____(in person).

Factual Allegations

1. Provide the following information identifying all persons who you allege have sexually harassed you in any way. For each person alleged to have sexually harassed you in anyway way, please provide their full name, job title, work address/location, work phone and identify whether they are your supervisor, co-workers, subordinate or some other relationship to you. If more than one person is involved, identify each person separately. If more space is needed, you may attach as separate document identifying all those involved.

5. Have you previously complained or provided information (verbal or written) about related or similar incidents? If so, please identify when, how and to whom you complained or provided this information, and what if anything was done in response to your complaints: _____

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

By your signature below, you acknowledge and affirm that the information provided herein is being provided of your own free will and is accurate and truthful.

Complainant's Signature: _____

Date: _____

APPENDIX C

DISCRIMINATION/HARASSMENT COMPLAINT FORM

If you believe that you have been subjected to any form of discrimination or harassment, you are encouraged to complete this form and submit it to the SRAA Director of Human Resources, or if you're complaining about the SRAA Director of Human Resources, you may submit this directly to Altitude Access Solutions' Facility Manager. Please note that if you're making a sexual harassment complaint, you should use the Appendix B Complaint Form.

As detailed in the Employee Handbook, you will not be retaliated against for filing a complaint in good faith. It is important that employees provide truthful information, and employees who knowingly provide false information are subject to discipline.

Upon receipt of your complaint, Altitude Access Solutions will conduct an investigation in accordance with its policies.

Complainant's Information

Immediate Supervisor's Information

Name: _____
Work Location: _____
Phone: _____
E-mail: _____
Job Title: _____

Name: _____
Job Title: _____

Initial next to your preferred method of communication regarding your complaint:
_____ (email) _____ (phone) _____ (in person).

Factual Allegations

1. Provide the following information identifying all persons who you allege have discriminated against you or harassed you in any way. For each person identified, please provide their full name, job title, work address/location, work phone and state whether they are your supervisor, co-workers, subordinate or some other relationship to you. If more than one person is involved, identify each person separately. If more space is needed, you may attach as separate document identifying all those involved.

5. Have you previously complained or provided information (verbal or written) about related or similar incidents? If so, please identify when, how and to whom you complained or provided this information, and what if anything was done in response to your complaints: _____

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

By your signature below, you acknowledge and affirm that the information provided herein is being provided of your own free will and is accurate and truthful.

Complainant's Signature: _____ Date: _____

APPENDIX D

ALTITUDE ACCESS SOLUTIONS, INC. **Whistleblower Policy and Procedures**

Section 101. Purpose

Altitude Access Solutions, Inc. (“AAS”) requires members, officers, staff and employees to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. It is the policy of AAS to afford certain protections to individuals who in good faith report violations of AAS’s Code of Ethics or other instances of potential wrongdoing within AAS. The Whistleblower Policy and Procedures set forth below are intended to encourage and enable members, officers, staff and employees to raise concerns in good faith within AAS and without fear of retaliation or adverse employment action.

Section 102. Reporting Responsibility

It is the responsibility of all members, officers, staff and employees of AAS to comply with the Code of Ethics and report violations or suspected violations of AAS’s Code of Ethics or other instances of potential wrongdoing to AAS’ human resources representative or the Director of Human Resources, in accordance with this Whistleblower Policy.

Section 103. Definitions

Unless otherwise specifically indicated in AAS’s Whistleblower Policy and Procedures, the following words and phrases shall be defined as follows:

“good faith” Information concerning potential wrongdoing is disclosed in “good faith” when the individual making the disclosure reasonably believes such information to be true and reasonably believes that it constitutes potential wrongdoing.

“AAS Employee” shall mean all AAS members and officers and staff employed at AAS whether full-time, part-time, employed pursuant to contract, employees on probation and temporary employees.

“Whistleblower” shall mean any AAS Employee, as defined herein, who in good faith discloses information concerning wrongdoing by another AAS employee, or concerning the business of AAS itself.

“wrongdoing” shall mean any alleged corruption, fraud, criminal or unethical activity, misconduct, waste, conflict of interest, intentional reporting of false or misleading information, or abuse of AAS engaged in by an AAS Employee, as defined herein, that relates to AAS.

“personnel action” shall mean any action affecting compensation, appointment, promotion, transfer, assignment, reassignment, reinstatement or evaluation of performance.

Section 104. Reporting Wrongdoing

All AAS Employees who discover or have knowledge of potential wrongdoing concerning members, officers, staff or employees of AAS; or a person having business dealings with AAS; or concerning AAS itself, shall report such activity in accordance with the following procedures:

1. AAS Employee shall disclose any information concerning wrongdoing, either orally or in a written report, to his or her supervisor, or to AAS's human resources representative.
2. All AAS Employees who discover or have knowledge of wrongdoing shall report such wrongdoing in a prompt and timely manner.
3. The identity of the Whistleblower and the substance of his or her allegations will be kept confidential to the best extent possible.
4. The individual to whom the potential wrongdoing is reported shall refer the reported potential wrongdoing to AAS' human resources representative who shall investigate and handle the claim in a timely and reasonable manner, which may include referring such information to the Authorities Budget Office or an appropriate law enforcement agency, where applicable.
5. Should an AAS Employee believe in good faith that disclosing information within AAS pursuant to Section 104(1) above would likely subject him or her to an adverse personnel action or be wholly ineffective, AAS Employee may instead disclose the information to the Authorities Budget Office or an appropriate law enforcement agency, if applicable. The Authorities Budget Office's toll free number (1-800-560-1770) should be used in such circumstances.

Section 105. No Retaliation or Interference

No AAS Employee shall retaliate against any Whistleblower for the disclosure of potential wrongdoing, whether through threat, coercion, or abuse of AAS; and, no AAS Employee shall interfere with the right of any other AAS Employee by any improper means aimed at deterring disclosure of potential wrongdoing. Any attempts at retaliation or interference are strictly prohibited and:

1. No AAS Employee who in good faith discloses potential violations of this AAS's Code of Ethics or other instances of potential wrongdoing, shall suffer harassment, retaliation or adverse personnel action.
2. All allegations of retaliation against a Whistleblower or interference with an individual seeking to disclose potential wrongdoing will be thoroughly investigated by AAS's human resources representative.
3. Any AAS Employee who retaliates against or had attempted to interfere with any individual for having in good faith disclosed potential wrongdoing is subject to discipline, which may include termination of employment.

4. Any allegation of retaliation or interference will be taken and treated seriously and irrespective of the outcome of the initial complaint, will be treated as a separate matter.

Section 106. Discipline For Reports Not Made In Good Faith and False Reports

Nothing herein protects an AAS Employee from being disciplined where he or she does not in good faith report potential wrongdoing or he or she maliciously or knowingly makes false allegations of potential wrongdoing. Any reports of potential wrongdoing that are determined to not have been made in good faith or made maliciously or knowingly to be false shall be treated as a serious offense of AAS’s work rules.

Section 107. Investigation & Resolution

AAS’s human resources representative or, in the absence thereof, the Director of Human Resources shall be responsible for investigating, and, where appropriate, resolving all reported complaints and allegations concerning violations of AAS’s Ethics Code or other instances of potential wrongdoing. He/she will also investigate and, where appropriate, resolve complaints and allegations of retaliation and interference. AAS’ human resources representative will advise the Audit Committee of any complaints or allegations involving fraud, internal controls, accounting or auditing matters and the results of that investigation.

Section 108. Suspected Fraud, Accounting and Audit Matters

The Audit Committee of AAS shall address all reported concerns or complaints regarding AAS accounting practices, internal controls, suspected fraud or auditing. The Chair of the Audit Committee shall immediately notify the Audit Committee of any such complaint and work with the Committee until the matter is resolved.

Section 109. Other Legal Rights Not Impaired

The AAS Whistleblower Policy and Procedures set forth herein are not intended to limit, diminish or impair any other rights or remedies that an individual may have under the law with respect to disclosing potential wrongdoing free from retaliation or adverse personnel action.

1. Specifically, AAS’s Whistleblower Policy and Procedures are not intended to limit any rights or remedies that an individual may have under the laws of the State of New York, including but not limited to the following provisions: Labor Law § 740 and State Finance Law § 191 (commonly known as the “New York False Claims Act”).

2. With respect to any rights or remedies that an individual may have pursuant to New York State law, any AAS Employee who wishes to preserve such rights shall prior to disclosing information to a government body, have made a good faith effort to provide the appointing AAS or his or her designee the information to be disclosed and shall provide the appointing AAS or designee a reasonable time to take appropriate action unless there is imminent and serious danger to public health or safety. (See New York Labor Law §740 [3]).

Adopted: _____ Date _____
Resolution No.: _____ XX