

Ocean Breeze Associates

EMPLOYEE MANUAL

Ocean Breeze Pharmacy
Ocean Breeze Healthcare

Issued

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DISCLAIMER

THE POLICIES AND PROCEDURES SET FORTH IN THIS MANUAL ARE INTENDED TO SERVE AS GUIDELINES AND DO NOT CONSTITUTE A LEGALLY ENFORCEABLE CONTRACT BETWEEN OCEAN BREEZE AND ITS EMPLOYEES.

THE PROVISIONS OF THIS MANUAL APPLY TO ALL EMPLOYEES OF OCEAN BREEZE EXCEPT WHERE OTHERWISE NOTED AND REPLACE ALL PRIOR EMPLOYMENT POLICIES AND PRACTICES.

EMPLOYEES ARE “AT-WILL” EMPLOYEES, UNLESS IT IS SPECIFICALLY SET FORTH IN WRITING OTHERWISE – THEY OR OCEAN BREEZE MAY TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME FOR ANY REASON OTHER THAN FOR AN UNLAWFUL OR DISCRIMINATORY REASON.

Management retains the right to modify, alter, or delete policies, including dispute resolution or termination of employment. No advance notice to employees shall be necessary. All decisions shall be final with regard to Ocean Breeze policy.

INTRODUCTION

We welcome you to Ocean Breeze Associates LLC (“Ocean Breeze”) and wish you every success here. For over 30 years, Ocean Breeze Pharmacy and Ocean Breeze Healthcare have been providing retail and specialty pharmacy services to the local community and nationally. Our goal is to always provide the highest quality care, supplies and service to our clients and referral sources.

Client rights, responsibilities, dignity and confidentiality are of the highest priority in the delivery and follow-up process. We will constantly provide our staff with updates in the latest home healthcare technology through attendance at seminars, participation in factory training programs, in-house education and other appropriate methods.

We believe that each one of us contributes directly to Ocean Breeze's growth and success, and we hope you will take pride in being a member of our team. One of our primary goals is to successfully meet our responsibilities to you, our employee, both as an individual, and as a contributing member of our team. This is accomplished by managing Ocean Breeze in such a way that you will always be treated with respect and dignity.

We hope that your experience here will be challenging and enjoyable. Again, welcome!

Suketu Patel

President

INSTRUCTIONS

This Employee Manual (“Manual”) generally describes what we expect of you, and it outlines the policies, programs, and benefits available to eligible employees. This Manual applies to employees and workers at Ocean Breeze Pharmacy and Ocean Breeze Healthcare. You should familiarize yourself with its contents as soon as possible.

Where there is a difference between a provision in this Manual and an applicable federal or state law, the law shall take precedence. Every section of this Manual will stand on its own merit. In the event that any section subsection, paragraph or subparagraph shall be found to be invalid in form, content or legality, in whole or in part for whatever reason, it shall not affect the validity of any other section, subsection, paragraph or subparagraph or affect in whole or in part of operation thereof. Ocean Breeze reserves the right to change any policies or procedures in the Manual as operational needs dictate with or without notice.

ANTI- DISCRIMINATION POLICIES

Equal Employment Opportunity

Ocean Breeze subscribes to a policy of equal employment opportunity. Employees and applicants for employment will not be discriminated against based on age, race, creed, color, national origin, sexual orientation, military status, sex, ancestry, disability, predisposing genetic characteristics, marital status, or domestic violence victim status, or any other trait or characteristic protected by federal or New York state law in any employment decisions, including, but not limited to, recruitment, hiring, compensation, training and apprenticeship, promotion, upgrading, demotion, downgrading, transfer, layoff, termination and all other terms and conditions of employment, except as provided by law. All employment-related decisions are based solely on relevant criteria including experience, training, and suitability.

Ocean Breeze is committed to administering all employment-related matters in accordance with the principle of equal employment opportunity. Ocean Breeze expects that all employees will abide by the principles set forth in this policy. Any employee suspecting discrimination or harassment on the part of a supervisor or any other employee should immediately notify his or her supervisor or the President. Such notification will be held in confidence. Discriminatory behavior or action by any employee is cause for discipline.

Action will be taken to ensure that promotion decisions will be based only on valid requirements for the positions sought. All recruitment and employment practices will comply with federal, state, and local law.

Sexual and Other Forms of Harassment

Ocean Breeze is committed to providing a work environment that is free from all forms of harassment. Harassment in any form is against the law and will not be tolerated by Ocean Breeze. Sexual harassment is a form of employee misconduct and will result in disciplinary action, up to and including termination.

All Ocean Breeze employees are responsible for abiding by this policy. In the event a discrimination complaint is filed, all employees shall fully cooperate in the investigation. Any supervisory staff who knowingly permits such conduct to occur will be deemed to be acting on their own accord, not on behalf of the Ocean Breeze, and will be subject to disciplinary action, up to and including termination.

A. SEXUAL HARASSMENT

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; and/or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Examples of behavior that will not be tolerated include, but are not limited to: unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; leering, whistling or touching; insulting or obscene comments or gestures; display in the workplace of sexually suggestive objects or pictures; and any other physical, verbal or visual conduct of a sexual nature.

B. OTHER FORMS OF HARASSMENT

Harassment on the basis of any other protected characteristic is also strictly prohibited. Such harassment is defined as verbal or physical conduct that denigrates or shows hostility toward an individual because of his/her race, color, religion, sex, sexual orientation, national origin, age, disability, marital status, citizenship or any other characteristic protected by law, and that has the purpose or effect of creating an intimidating, hostile or offensive work environment; has the purpose or effect of unreasonably interfering with an individual's work performance; or otherwise adversely affects an individual's employment opportunity.

Harassing conduct includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes; and written or graphic material that denigrates or shows hostility or aversion toward an individual or group and that is placed on walls or elsewhere on the employer's premises or circulated in the workplace.

C. COMPLAINT PROCEDURE

Any employee who believes that he or she is being discriminated against, harassed, or witnesses such an event should immediately submit a written complaint to an immediate supervisor or the President. Any supervisor who witnesses any incident of improper harassment or discrimination or who has received a complaint shall immediately refer the matter to the President.

D. INVESTIGATION

All allegations of discrimination and harassment will be subject to complete and prompt investigation. All investigations will be designed to protect the privacy of, and minimize suspicion toward, all parties involved, to the extent possible. Investigations may include discussions with all involved parties and identification and questioning of witnesses, as well as other appropriate actions. Allegations that are substantiated will result in disciplinary actions against the employee who engaged in the harassment, up to and including termination of employment.

E. DISCIPLINARY ACTION

At the conclusion of the investigation, any discipline or other action that may be found appropriate will be promptly implemented. The disciplinary actions that the Ocean Breeze may take include, but are not limited to: warnings, demotions, suspensions, probation and discharge.

F. CONFIDENTIALITY

Ocean Breeze will strive to protect confidentiality during and after the investigation. However, confidentiality cannot be guaranteed. Ocean Breeze will only divulge information on a need to know basis.

G. NO RETALIATION

No retaliation will be permitted or tolerated against anyone who complains of sexual harassment or discrimination, or who assists in such an investigation. Any employee who is found to have committed a retaliatory act against an employee who has complained of harassment or participated in an investigation of harassment shall be subject to appropriate discipline.

H. MALICIOUS COMPLAINTS

If after conducting an investigation it is determined that a complaint was filed in bad faith and with the malicious intent of harming the alleged harasser, the President may recommend disciplinary action against the malicious complainant.

Employees with Disabilities

The Americans with Disabilities Act of 1990, as amended, as well as the Rehabilitation Act, prohibit discrimination on the basis of disability and protect qualified applicants and employees with disabilities from discrimination in hiring, promotion, discharge, pay, job training, fringe benefits, and other aspects of employment. The law also requires that employers provide qualified applicants and employees with disabilities with reasonable accommodations that do not impose undue hardship on the employer.

Ocean Breeze abides by the requirements of federal and state laws governing employment of individuals with disabilities. If you are such an individual, please advise the President of your disability and the nature of accommodation necessary to enable you to perform the essential tasks of the job. Ocean Breeze will attempt to work with you to find a reasonable accommodation for your disability.

However, if accommodation of an employee's disability is not feasible or creates an undue hardship in Ocean Breeze's operations, Ocean Breeze will attempt to transfer the employee to another substantially similar position if one is available. If no such position is available and a reasonable accommodation cannot be made, employment may be terminated.

If you have any questions regarding the application of these laws to your situation, you may discuss them confidentially with the President. All information regarding a disability or handicap will be kept confidential to the extent possible.

HIRING

Hire Date

An employee's "initial hire date" is the first day the employee has commenced work. This date will be used to establish length of service at Ocean Breeze.

Classification of Employees

Regular Full-Time Employee: Regular full-time employees are defined as non-temporary employees who work 40 hours or more per week on a continuous basis. Regular full-time employees are generally entitled to all of the benefits offered by Ocean Breeze, subject to specific plan requirements.

Regular Part-Time Employee: Regular part-time employees are defined as employees who are regularly scheduled to work less than 40 hours per week on a continuous basis. Regular part-time employees are ineligible to receive certain benefits offered by Ocean Breeze, as described later in this Manual and in formal plan documents. The status of a part-time employee will not be affected by changes in scheduled hours which are of a temporary or intermittent nature.

Temporary Employees: Ocean Breeze may utilize individuals hired on a temporary basis to complete a specific assignment, supplement the regular work group, or substitute temporarily for a regular employee. Temporary employees are hired on Ocean Breeze payroll (generally paid by the hour) on a full- or part-time basis for a specified period of time. If temporary hires are using Ocean Breeze facilities, they are expected to abide by Ocean Breeze policies. Temporary work hires are eligible only for statutory benefits, but are not entitled to Ocean Breeze benefits.

Pre-Employment Drug Testing

Once an offer of employment has been made, an employee may be required to undergo a drug screen depending upon the prospective position. The President will notify those individuals required to submit a drug screen and provide further instructions. Employment is conditional upon satisfactory results of the drug screen. Any candidate that tests positive for alcohol and/or drug usage will be rejected. For more information, please contact the President.

Training and Orientation Period

The first ninety (90) days of your employment at Ocean Breeze is your training and orientation period. This training and orientation period may be extended for up to an additional ninety (90) days at the sole discretion of Ocean Breeze management. For at-will employees, the completion of the training and orientation period shall not change or affect at-will employment status.

During this training and orientation period, your supervisor will help you and observe your abilities and progress, including, but not limited to, the manner in which you do your job, your ability to work with others, your punctuality, your absenteeism, and your readiness to learn.

Eligibility for medical, dental, and life insurance begins at the completion of ninety (90) days. Coverage under the insurance plans begins on the first day of the month following the completion of the ninety (90) day period. Please consult the Compensation and Benefits section of this Manual and the formal plan documents for more information.

Promotion/ Job Assignment

A promotion is a move to a new position with greater responsibilities and a higher salary range. An employee is considered for a promotion on the basis of performance in his or her present position and potential performance in the position considered.

Independent Contractors

Ocean Breeze may utilize independent contractors or consultants from time to time to perform certain services. Independent contractors and consultants are hired under individual contracts. If independent contractors or consultants are using Ocean Breeze facilities, they are required to abide by Ocean Breeze policies. However, independent contractors and consultants are not employees of Ocean Breeze and are not entitled to Ocean Breeze benefits, including vacation, sick pay, holiday pay, or medical, disability, pension, or other benefits. Individual contractors and consultants are paid through accounts payable and are responsible for their own taxes. Form 1099s are issued at year-end indicating the amount paid to the individual contractor or consultant.

Background Check

Ocean Breeze reserves the discretion to conduct background checks on employees at any time during their employment. In such cases where the employee's express written permission is required by law, granting such permission is a condition of continued employment.

TERMS AND CONDITIONS OF EMPLOYMENT

Hours of Work

Ocean Breeze Pharmacy's hours of operation are:

Monday – Friday	8:00 a.m. - 9:00 p.m.
Saturday	9:00 a.m. - 5:00 p.m.
Sunday	9:00 a.m. - 2:00 p.m.

Meal Period / Lunch Breaks

- 30 minutes consecutive uninterrupted unpaid meal period/lunch break for all employees who work more than six consecutive hours.
- 45 minutes consecutive uninterrupted unpaid meal period/lunch break for employees who work a shift of more than six hours starting between 1:00 PM and 6:00 AM.
- Additional 20 minutes consecutive uninterrupted unpaid meal period/lunch break for employees whose shift extends from before 11:00 AM to after 7:00 PM, this additional meal break will be provided between 5:00 PM and 7:00 PM.
- **ALL EMPLOYEES MUST** take their lunch break and will be scheduled for work accordingly.
- Prior approval from supervisor or manager is required to work through meal period/lunch break in exchange for meal period/lunch break schedule at other time on an occasional basis. However, the employer and employee cannot agree to such a situation on a long-term, regular basis.
- In some instances where only one person is on duty or is the only pharmacist in the pharmacy, the pharmacist will be on the job without being relieved.
- On occasion, there may be modifications to the regular hours of work. Your supervisor will inform you of any changes to the normal schedule.

TIME CLOCK

All employees (nonexempt) are required to use the time clock system to record their hours worked. Nonexempt employees are required to clock in and out for payroll and attendance purposes.

Employees should clock in no sooner than 10 minutes before or after the scheduled shift and clock out no later than 10 minutes before or after the scheduled shift. Nonexempt employees are required to clock in and out for lunch breaks in addition to at the beginning and end of the day. (This means there must be four punches for all employees per day)

If an employee misses the window for clocking into the timekeeping system, the employee should notify the supervisor as soon as possible. The supervisor will manually enter the employee's work hours via the manager time clock portal. Employees who repeatedly miss time clock entries will be subject to disciplinary action.

Supervisors are free to use discretion in disciplinary actions when employees have various, albeit repeated, offenses to the timekeeping policy or procedure.

As of April 2019, all employees (nonexempt) will be assigned shifts in Virtual Time Clock. These shifts have following clock in & clock out policy,

1. Courtesy Early Start: The employee acknowledge that they are arriving early, and time will not begin recording until the start of their shift.
2. Courtesy Late Stop: The employee acknowledge that they are clocking out after their shift ended and that the recorded end time will be the end of their assigned shift.
3. Auto Clock Out After Shift Ends: This policy is assigned only for Ocean Breeze Drivers, because they are away from the time clock at the end of their shift. The time clock automatically clocks employee out after 0 minutes following the end of the shift. The time clock will record the pre-assigned shift end time.

Overtime: All employees are required to obtain approval from the manager prior to the use of the overtime.

Tardiness

Tardiness is defined as arrival to work by an employee after he or she is scheduled to begin work and/or to report back to duty from any type of break. Continued/repeated tardiness is a serious and costly disruption to Ocean Breeze's work schedule and will result in disciplinary action by Ocean Breeze pursuant to its disciplinary procedures.

****November 5, 2015:**

Amendment to define arrival: Staff members are required to be fully uniformed and at their workstation at their scheduled time. Anyone getting to their workstation 7 minutes or later than the expected time will automatically lose pay for the first 15 minutes of their scheduled work day. In addition, if the staff member is late and the schedule calls for an 8 hour day, they will only be paid for a 15 minute break instead of the full half hour.

Personal Appearance/ Dress

All Ocean Breeze employees are expected to dress in an appropriate and professional manner and to conform to acceptable standards of appearance, cleanliness and hygiene. **In general, clothing should be neat, clean and fit properly.** In addition, we ask that employees groom themselves professionally. Each department or division may have its own guidelines according to generally accepted standards of appearance for the specific type of operation.

Clothing and/or grooming habits that may be considered inappropriate, unsafe or that project an unprofessional image of Ocean Breeze are unacceptable. Examples of inappropriate attire include but are not limited to: sweat-pants; shorts; tank tops, halter tops and spaghetti strap tops; clothing with profane or other unacceptable writing or imagery; midriff-bearing shirts; short skirts; clothing that is oversized or excessively tight; hats or baseball caps; and athletic and sleep attire.

Pharmacists must wear a lab coat with a button down shirt and tie or blouse. Pharmacists may not wear sneakers or open toe shoes. **The pharmacist does have the option to wear provided scrubs with sneakers.** ~~All other personnel may wear a polo or button down shirt which are provided by Ocean Breeze.~~ **All other personnel are required to wear scrubs that the company provides at the employee's cost.** Personnel other than pharmacists

may wear sneakers but are not permitted to wear open toe shoes. All employees must follow the safety guidelines set forth by their supervisor or department.

Employees inappropriately dressed may be counseled by their Supervisor or Manager. An employee may be sent home without pay for the failure to dress appropriately. Employees who repeatedly violate this policy may be subject to discipline.

Non-Disclosure of Proprietary Information

The protection of confidential business information and trade secrets is vital to the interests and success of Ocean Breeze. Such confidential information includes, but is not limited to, inventions, formulation inventions, process inventions, intellectual property, trade secrets, product formulations, designs, test data, business strategies, business plans, marketing plans, operating procedures, knowledge, customer lists and customer information, patient lists and patient information, pricing policies, pricing lists, financial information, compensation data, referral sources including manufacturing hubs and physicians, pending projects and plans, proprietary technical and production methods, and computer processes and software.

The unauthorized disclosure of such confidential information would have a material adverse impact on the integrity of Ocean Breeze and would have an adverse impact on its relationship with its customers. Every employee has both a legal and an ethical obligation to take all steps reasonably necessary in order to keep Ocean Breeze's affairs and confidential information as confidential. This obligation continues even after an employee leaves Ocean Breeze.

Employees must not divulge confidential information to any non-employee of Ocean Breeze. This includes but is not limited to relatives, household members, friends and outside vendors.

The obligation to maintain confidentiality also extends to confidential information learned through performing work under a contract for other companies or through a company affiliated with Ocean Breeze.

Certain employees who are exposed to confidential information are required to sign a confidentiality agreement as a condition of employment. However, regardless of whether a formal agreement is signed by the employee, employees who improperly use or disclose trade secrets or confidential business information will be subject to disciplinary action, up to and including termination of employment, even if they do not actually benefit from the disclosed information.

All right of ownership to developments, inventions, formulas, ideas, improvements, processes, methods, or works of authorship learned, created or acquired in the course of Ocean Breeze's business belong to Ocean Breeze, unless otherwise specified in a written agreement.

Outside Employment

All employees are expected to devote their full attention, effort, and energy to their jobs at Ocean Breeze. Ocean Breeze discourages full-time employees from performing work for other employers or engaging in self-employment. All employees, part-time or full-time, must disclose any outside employment to the President.

Approval will be granted in Ocean Breeze's sole discretion, depending on such factors as the nature of the work, work hours, and the potential adverse effects on the employee's performance.

Under no circumstances will any employee be allowed to work for a competitor or where there might be a conflict of interest.

Personnel Files

Personnel records are maintained on employees as required by current employment laws. Personnel files may contain, among other documents, such information as the employee's job application, resume, documentation of performance appraisals, documentation of salary increases, and other employment records.

Personnel records are the property of Ocean Breeze and access to the information they contain is restricted. Generally, only supervisors and management personnel of Ocean Breeze who have a legitimate reason to review information in a file are allowed to do so. No information contained in personnel files will be given to anyone outside Ocean Breeze unless employee permission is granted in writing, access is required by legal process, or information is given in response to a simple employment verification.

You, as the employee, are responsible for notifying your supervisor as soon as possible of any change of name, address, contact information, telephone number, marital or dependent status, beneficiary, emergency contact, etc. Failure to report such changes may result in loss of benefits to you and/ or your dependents.

With written advance notice, employees may review their own personnel records up to two times a year, in Ocean Breeze offices and in the presence of an individual appointed by Ocean Breeze to maintain the files. No copies may be made.

Solicitation Rules

Ocean Breeze bans solicitation on its premises and in work areas. The only exceptions to this policy are charitable activities, such as the Boy/Girl Scouts and other charitable organizations approved by the President.

- Employees or non-employees may not solicit fellow employees for any reason during working time. Working time is that time in which either an employee who is soliciting or the employee who is being solicited is scheduled to work. Working time does not include scheduled breaks, lunch periods, or the time before the start of or after the end of working shifts.
- Employees may not distribute literature of any kind to fellow employees in work areas at any time or on Ocean Breeze premises during working time.
- Employees may not engage in soliciting charitable donations or contributions without the prior approval of the President.
- All materials posted on any Ocean Breeze premises or property must be approved in advance by the President. All other materials will be removed.

Conflict of Interest

Ocean Breeze and its employees shall conduct Ocean Breeze affairs with uncompromising integrity and honesty. As such, all employees of Ocean Breeze are forbidden from engaging in and/ or participating in any form of business enterprise that creates or appears to create a conflict of interest with Ocean Breeze. Every employee is expected to avoid any investment, interest, association or activity which might interfere or appear to interfere with the exercise of his judgment in Ocean Breeze's best interests, or conflict with the loyalty he or

she owes to Ocean Breeze. Employees are expected to consult with their immediate supervisors with respect to interpretation and implementation of this policy.

Fraternization Policy

It is the goal of Ocean Breeze to avoid misunderstandings, actual or perceived conflicts of interest, complaints of favoritism, potential claims of sexual harassment, and problems of employee morale and dissension that can potentially result from intimate relationships between Ocean Breeze employees. To minimize these potential conflicts, Ocean Breeze strongly discourages its employees from entering into intimate relationships with other employees.

In particular, managers and supervisors are strongly discouraged from fraternizing or becoming romantically involved with one another or with any other employee of Ocean Breeze. Additionally, all employees, both managerial and non-managerial, are discouraged from fraternizing or becoming romantically involved with other employees when such personal relationships may create a conflict of interest, cause disruption, create a negative or unprofessional work environment, or present concerns regarding supervision, safety, security or morale.

REPORTING REQUIREMENTS

Where an intimate employee relationship develops, it is the responsibility of both parties to immediately and fully disclose the relevant circumstances to the President so that a determination can be made as to whether the relationship presents an actual or potential conflict of interest. Ocean Breeze reserves the right to transfer or to take any necessary employment action where an employee is involved in a relationship with another employee. Any relationship that becomes disruptive to the efficient operation of Ocean Breeze business will be dealt with appropriately, up to and including termination.

All employees should also remember that Ocean Breeze maintains a strict policy against unlawful harassment of any kind, including sexual harassment. Ocean Breeze will vigorously enforce this policy.

Driver Qualifications

All employees who are required to operate a motor vehicle in the course of their duties are required to have a valid driver's license appropriate to the vehicle being driven and to maintain a clear motor vehicle record. If Ocean Breeze requires an employee to use his or her own vehicle, a copy of the driver's license and insurance policy will be maintained in the personnel file. The President will maintain a list of employees required to have a driver's license with expiration date. Employees are required to update copies of their license and insurance if there are changes and report any driving incidents to a supervisor.

COMPENSATION AND BENEFITS

Pay Periods

All employees will be paid on a bi-weekly basis. Employees have the option be paid directly into their bank accounts through direct deposit. Pay advances will not be approved.

Paid Time Off (PTO) Policy

Full-time Staff

The Paid Time Off Policy provides regular, full-time staff members with an entitlement of days away from work with pay. Paid Time Off (PTO) days may be used for vacation and personal time. Paid Time Off(PTO) requests must be made by submitting the Vacation Request Form at least thirty (30) days in advance to his or her supervisor. Approval of Paid Time Off(PTO) will be at the discretion of the President. Upon approval of the President, the employee may take Paid Time Off(PTO). In an emergency situation, the thirty day advance notice period may be waived.

The PTO Policy does not cover scheduled holidays, floating holidays, time off for jury duty or bereavement leave. Questions about PTO earned and used should be referred to your supervisor.

The PAID TIME OFF period is based on the calendar year. PAID TIME OFF days cannot be carried over into the following year. Any unused days at the end of the calendar year will be forfeited.

Pharmacists are considered management and their PTO will be discussed individually and put in their profile.

<u>Completed Years of Employment:</u>	<u>Paid Time Off:</u>
----------------------------------------------	------------------------------

After first 6 Months	6 days
After completion of first year	11 days
After completion of 5 years	16 days
After completion of 20 years	21 days

Payroll Deductions

Payroll deductions are generally based upon employees' written authorizations. However, Ocean Breeze is required to make certain deductions from your compensation for federal income tax, state and local income tax, Social Security (FICA), and state disability insurance, as well as other state statutory deductions. All deductions are reflected on the paycheck stub.

Assignments of Wages and Wage Garnishments

As provided by state and federal law, Ocean Breeze is required to make deductions from an employee's salary should a wage garnishment be ordered against that employee by a court.

Employee Benefits

Federal and state governments have mandatory programs to provide compensation to workers in connection with illness or injury, disability, retirement or death. The primary programs are federal Social Security, unemployment compensation and workers' compensation, which each state provides. It is Ocean Breeze's policy to maintain full compliance with the requirements of these programs.

In addition, Ocean Breeze provides a range of other employee benefits to help protect the health and welfare of our employees and their families. Ocean Breeze's benefit plans are regularly reexamined to ensure that they continue to meet objectives and that they are responsive to and in compliance with ever changing legal and tax considerations. Ocean Breeze reserves the right, at its discretion, to modify or discontinue benefit plans, not only for the above reasons, but for any future events that would make changes advisable.

The summary of major salaried employee benefits that follows is only a general guideline. Employees should consult the specific policies covering exclusions and waiting periods, deductibles, and employee contributions toward the monthly cost of coverage.

For more specific information on the benefits provided by Ocean Breeze or regarding the requirements of each plan, please contact the President.

HEALTH INSURANCE

Ocean Breeze provides regular full-time employees and their eligible dependents with the option of participating in a medical plan. Employees are eligible after ninety (90) days from the employee's Hire Date. Coverage for insurance benefits begins the first day of the month after the 90-day period is completed. Full-time employees may enroll in the medical plan by completing an enrollment card. Contribution levels on the part of Ocean Breeze and the employee are adjusted annually at the discretion of Ocean Breeze. All coverage is subject to the terms and conditions set forth by the plan.

All insurance ends on the day after employment is terminated. Coverage can be extended through COBRA at the employee's expense.

DENTAL INSURANCE

Ocean Breeze provides regular full-time employees and their eligible dependents with the option of participating in a dental plan. Employees are eligible for insurance benefits after ninety (90) days from the employee's Hire Date. Coverage for insurance benefits begins the first day of the month after the 90-day period is completed. Full-time employees may enroll in the medical plan by completing an enrollment card.

All coverage is subject to the terms and conditions set forth by the plan. All insurance ends on the day after employment is terminated.

401(K) PLAN

A 401(k) plan is an optional benefit available to all regular, full-time employees who have completed twelve (12) months of continuous work at Ocean Breeze.

This plan permits employees to make tax-deferred contributions into a retirement fund via payroll deductions. Additional information about the 401(k) plan can be obtained from Human Resources.

In addition to each employee's contribution, Ocean Breeze currently provides – at its sole discretion – a contribution to eligible employees' 401(k) plans. This contribution will be a percentage of the employee's annual earnings and will be made after the completion of a calendar year. The contribution is subject to change each year. All coverage is subject to the terms and conditions set forth by the plan.

Continuation of Benefits

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under Ocean Breeze's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, the death of an employee, a leave of absence, an employee's divorce or legal separation, or a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of coverage at Ocean Breeze's group rates plus an administration fee. Ocean Breeze provides each eligible employee with a written notice describing the rights granted under COBRA when the employee becomes eligible for coverage under Ocean Breeze's health insurance plan. This notice contains important information about the employee's rights and obligations.

You can obtain specific information on how COBRA regulations may apply to you from the President.

Use and Disclosure of Health Information

Federal law requires that Ocean Breeze maintain all employee medical information in separate, confidential files. Therefore, in addition to personnel files, Ocean Breeze will also maintain a separate medical file for each employee. These files will be maintained by the President. It is important that employees understand that the records are confidential, but that the confidentiality may be waived if the employee provides medical information to his or her supervisor or to anyone outside Management.

Ocean Breeze sponsors certain health benefits plans. To the extent that Ocean Breeze engages in plan administration functions, Ocean Breeze does not use or disclose health information protected by the Health Insurance Portability and Accountability Act (HIPAA), except as necessary for payment, treatment, health plan operations and plan administration, or for other purposes permitted or required by law.

Employees have certain rights with respect to protected health information, including the right to see and copy the information, receive an accounting of certain disclosures of the information and, under certain circumstances, to amend the information. A complete description of these rights can be found in the health plan's Privacy Notice, which is distributed to employees upon enrollment. Plan documents are also available for inspection during regular working hours. Additionally, all health plans are required to include such notice. As these Notices explain, employees have the right to file a complaint with any health plan or with the Secretary of the U.S. Department of Health and Human Services.

Regardless of whether Ocean Breeze engages in plan administration functions, Ocean Breeze will not require employees to waive any rights that they may have as a condition of eligibility of benefits, or as a condition of treatment, payment or enrollment in any health plan. Further, Ocean Breeze shall not retaliate against any employee for exercising his or her rights under HIPAA. Questions or concerns can be directed to the President.

ATTENDANCE, HOLIDAYS AND LEAVES OF ABSENCE

Attendance

It is vital to maintain regular attendance on the part of all employees. Included in this definition of “regular attendance” is consistent punctuality. When an employee is unable to get to work or will be arriving late to work, the employee must notify his or her supervisor directly, or in the absence of this person, Human Resources directly, prior to the start of the workday on each day of absence or lateness. An absence without notification for two (2) consecutive days may be treated as a resignation.

Upon returning to work after an absence of three (3) days or longer due to a disability or illness, a doctor’s note explaining the nature of the disability or illness (and work restrictions, if any) must be presented directly to a supervisor or the President by the employee immediately upon his or her return to work. Employees that do not follow this procedure will not be permitted to return to work until this requirement is satisfied.

Employees who develop consistent records of tardiness and/or poor attendance will be subject to disciplinary action in accordance with Ocean Breeze policy. *Please also refer to the “Hours of Work” and “Tardiness” policies.*

Holidays

The following six (6) days are recognized as paid holidays for regular full-time employees:

1. New Year’s Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Thanksgiving Day
6. Christmas Day

To be paid on a holiday, the regular full-time employee must have worked the day preceding the holiday **and or** the day after the holiday.

Sick Leave

Ocean Breeze provides all regular full-time employees with 40 hours of sick time in a year that must be used in multiples of 4 hours at a time. Employee can use sick leave if they need to take time off from work due to their own mental or physical illness, injury or health condition, or to obtain medical diagnosis, treatment or preventive care. That includes doctor, dentist and eye doctor appointments.

Employee can also use their sick leave to take care of a family member who needs medical care. The family members covered under the law include a child, grandchild, spouse, domestic partner, parent, grandparent, child or parent of an employee’s spouse or domestic partner or sibling.

In addition, sick leave can be used if your workplace or child's school is closed due to a public health emergency declared by the City.

If an employee knows he/she will need sick time in advance (for example, if he/she has a doctor's appointment), they must notify their supervisor up to **7 days before** they're scheduled to be out.

If they don't know in advance, they must notify their supervisor by 7:30 a.m., if the employee will be absent that day. A message left with the answering service is not acceptable notification. However, employees may notify their supervisors via the supervisor's cell phone or voice mail. Failure to provide proper notification may result in an unexcused absence with payment for sick leave not allowed. Possible disciplinary action and/or termination may result.

An employee is required to provide a note from a health care provider if they have used sick time under the law for **more than 3 days in a row**. The note does not need to specify the nature of their personal or family health issue — only **their need for the amount** of sick time taken.

The use of sick leave for routine medical/dental appointments must be approved in advance by the immediate supervisor. Approval will be based upon staffing needs.

Jury Duty

An employee that has been called for jury duty in Federal or State Court must immediately notify the President and submit a copy of the summons or notice. Employees may take leave to fulfill jury duty obligations. Ocean Breeze will pay the employee for jury duty in accordance with law. Accordingly, for the first three days of jury duty, an employee will be paid \$40 per day or his or her daily wage if less than \$40. After three days, the employee will not be paid by Ocean Breeze.

Ocean Breeze will follow current and applicable State and Federal Law with respect to jury duty leave. Therefore, if the law has changed since the effective date of this Manual, Ocean Breeze will follow current law, including law regarding jury duty pay.

While on jury duty, employees are required to periodically update Ocean Breeze on the expected return to work date.

Military Leave

Ocean Breeze recognizes the right of employees to perform military service in the armed forces, military reserves, or the National Guard. Ocean Breeze further recognizes the responsibility of those employees enrolled in the military reserve training program to be away from the job for periodic training events. Ocean Breeze will, therefore, approve Military Leaves of Absence in accordance with all applicable federal and state laws. All requests should be made directly to the President.

Employees will not be compensated while on leave. Medical benefits may be continued in accordance with the law. Ocean Breeze will comply with all legal obligations with respect to restoring the employment and benefits to one who has left Ocean Breeze to perform military duty or training.

BEREAVEMENT LEAVE

Ocean Breeze recognizes the need for employees to attend to the formalities of the death of a family member, and, offers the following to all employees of Ocean Breeze:

1 day of unpaid leave to attend the funeral of a non-immediate family member. If the employee wants to use PTO for this reason, a request for the time off must be submitted to a supervisor for approval, as soon as the need arises. A non-immediate family member is classified as: aunt, uncle, cousin, nephew, niece.

3 days of unpaid leave to attend to affairs for an immediate family member. If the employee wants to use accumulated PTO's for this reason, that is permissible. A supervisor must be notified immediately so that staffing arrangements can be made. An immediate family member is defined as: grandparent, parent, spouse, sibling, child or guardian.

PAID FAMILY LEAVE INFORMATION **FOR EMPLOYEES**

Overview

As of January 1, 2018, most employees who work in New York State for private employers are eligible to take Paid Family Leave. If you are a public employee, your employer may choose to offer Paid Family Leave.

New York's Paid Family Leave provides job-protected, paid time off so you can:

- **bond** with a newly born, adopted or fostered child;
- **care** for a close relative with a serious health condition; or
- **assist** loved ones when a family member is deployed abroad on active military service.

You can continue your health insurance while on leave and are guaranteed the same or a comparable job after your leave ends. If you contribute to the cost of your health insurance, you must continue to pay your portion of the premium cost while on Paid Family Leave.

Please click on the link below for more information regarding NY PAID FAMILY LEAVE
<https://www.ny.gov/new-york-state-paid-family-leave/paid-family-leave-information-employees>

WORKPLACE SAFETY **Work and Safety Rules**

It is the policy of Ocean Breeze to provide a safe and healthful working environment and to comply with all of the laws, rules and regulations pertaining to the safety and health of its employees. This includes full compliance with all the provisions of the Williams-Steiger Occupational Safety and Health Act of 1970 (OSHA), as well as those of the State of New York and Ocean Breeze's various insurance carriers. Safety is a very serious matter. Employees should always consider the safety aspects of anything they are doing at work, both with respect to their own safety and the safety of those with whom they work.

If an employee **gets is injured on the job and within the boundaries of their job description** or sees a condition he or she believes constitutes or contributes to a safety hazard, the employee must notify his or her supervisor immediately. Managers are required to forward such reports to the President.

Employees are required to follow safety procedures as required by the supervisor in charge and the Board of Pharmacy.

Failure to comply with Ocean Breeze safety regulations and procedures, including the use of appropriate safety equipment, is grounds for discipline, up to and including termination of employment.

Workplace Violence

Ocean Breeze is firmly committed to providing a workplace that is free from acts of violence or threats of violence. Violence can take many forms, including hostile or threatening language, assault, stalking, or any conduct that causes physical or mental harm. In keeping with Ocean Breeze's commitment, we have established a policy that prohibits any employee from threatening or committing any act of violence in the workplace, while on duty, while on Ocean Breeze -related business, or while operating any vehicle or equipment owned or leased by Ocean Breeze. This policy applies to all employees, including managers, supervisors and non-supervisory employees. It also applies to third parties, including employee guests who are on Ocean Breeze property. Ocean Breeze has zero tolerance for individuals and employees who make threats, engaged in threatening behavior, or commit acts of violence against employees or any other individual. Compliance with this policy is every employee's responsibility.

If you believe that this policy has been violated in any way, you should immediately report such conduct to your supervisor, or if your supervisor is thought to be involved in violating this policy, you may contact the President. Ocean Breeze will treat the matter confidentially, to the extent possible under the circumstances. Please note that an employee need not be the target of actual violent conduct to bring any matter to the attention of a supervisor or Management. Employees making good faith reports may do so without fear of retaliation.

In determining whether this policy has been violated, the totality of the circumstances, including the nature of the conduct and the context within which the conduct occurred will be considered. However, this policy is not designed or intended to limit Ocean Breeze's authority or discretion to make any and all employment decisions, including decisions about discipline, discharge or other corrective action, concerning employee conduct Ocean Breeze deems unacceptable, regardless of whether that conduct is violent.

Drug and Alcohol Policy

Ocean Breeze is a drug-free and alcohol-free workplace. Ocean Breeze takes seriously the safety, health and well-being of all of its employees, as well as the quality and integrity of the services we offer. This is of particular importance in the pharmaceutical industry. The use of illegal drugs is inconsistent with law-abiding behavior expected of all persons. Employees who use illegal drugs or abuse alcohol pose a risk to the health and safety of themselves and their co-workers. This is particularly true in the case of drug use, whether it occurs on duty or off duty, because many drugs can remain in the system for long periods of time after last being used.

The following are violations of Ocean Breeze's drug and alcohol policy:

1. The use, sale, purchase, transfer, possession, consumption or being under the influence of alcohol while performing Ocean Breeze business, while in an Ocean Breeze facility or vehicle, or during working hours (including meal and break periods) is strictly prohibited.
2. Storing alcohol, illegal drugs, or drug paraphernalia in a locker, desk, Ocean Breeze -supplied automobile or other repository on Ocean Breeze premises is strictly prohibited.

3. It is strictly prohibited for an employee to use, sell, purchase, transfer, possess, consume, or be under the influence of an illegal or illegally obtained drug while in Ocean Breeze facility or vehicle, while performing Ocean Breeze business, or during working hours (including meal and break periods). Additionally, off-duty involvement with illegal drugs that interferes with job performance or in some way affects Ocean Breeze is strictly prohibited. Unauthorized use of prescription drugs is considered an illegally obtained drug for the purposes of this policy.
4. Failure to adhere to the requirements of any drug or alcohol treatment or counseling program in which the employee is enrolled violates Ocean Breeze policy.
5. Conviction of a criminal drug offense for a violation occurring in the workplace; or failure to notify Ocean Breeze of such conviction within five (5) days after the conviction violates Ocean Breeze policy.

A. CONSEQUENCES OF VIOLATION

Violation of the Drug and Alcohol Policy may result in severe disciplinary action, including termination for a first offense, at Ocean Breeze's sole discretion. In addition, Ocean Breeze may, in its sole discretion, refer such an employee to a treatment and counseling program for alcohol or drug use.

Ocean Breeze will promptly terminate any employee who uses alcohol or illegal drugs while undergoing company-required counseling and treatment for alcohol or drug use. Employees who undergo counseling and treatment for substance abuse and who continue to work must meet all other established standards of conduct and job performance.

B. CONDITION OF EMPLOYMENT

Compliance with the Drug and Alcohol Policy is a condition of employment. Failure or refusal of an employee to cooperate fully, sign any required document, submit to any inspection or test, or follow any prescribed course of substance-abuse treatment will be grounds for termination.

C. INSPECTIONS

Ocean Breeze may at any time conduct inspections of the property and personal effects of employees for the purpose of determining whether there are or have been violations of the Drug and Alcohol Policy. This includes but is not limited to property contained in desks, lockers, vehicles, purses, brief cases, packages, lunch boxes, and clothing. If an employee's consent to such inspections is requested, a refusal to consent will be a violation of this policy.

D. TESTING

Any employee may be required to submit a urine and/or blood sample for testing for illegal drugs or alcohol in any of the following circumstances:

1. When a supervisor or managerial employee observes that the conduct, reactions, job performance, work habits, physical symptoms, or appearance of the employee are indicative of the use or of being under the influence of illegal drugs or alcohol while on the premises or during working hours.

2. When a supervisor or managerial employee receives information from a source deemed credible that an employee used or is under the influence of illegal drugs or alcohol while on the premises or during working hours or immediately before reporting to work.
3. When an employee is involved in an accident or incident during working hours which caused or contributed to substantial injury to person or property (or had the potential for doing so), or where there is evidence that the accident may have resulted, in whole or in part, from the use of illegal drugs or alcohol.

In all cases, substance abuse testing will be conducted with due regard for employee privacy and in accordance with established controls to ensure the integrity of test results. All medical records pertaining to drug screening are protected by Ocean Breeze's policy on medical confidentiality. Information concerning drug-screen procedures and results involving employees will be revealed only on a need-to-know basis to protect employee safety and Ocean Breeze property.

E. AUTHORIZED USE OF PRESCRIPTION MEDICATION

An employee undergoing prescribed medical treatment with any drug which may interfere with his or her ability to perform the essential functions of the job must voluntarily disclose this treatment to the President. If necessary, Ocean Breeze will seek medical consultation or obtain medical documentation to determine whether to provide a reasonable accommodation to permit the employee to perform the essential functions of the job. Such consultation and/or documentation will be treated confidentially to the extent required by law.

Smoking Policy

It is Ocean Breeze's policy to prohibit smoking in all working areas and departments of Ocean Breeze, with the exception of certain specially designated areas, in accordance with the following rules:

1. Smoking is not permitted at any time anywhere in the facility or outside of the front door of the facility. Smoking is permitted around the corner of the store on the sidewalk.
2. Pails are available for disposal of cigarette butts. Smoking is permitted in this area outside as long as cigarette butts are disposed of properly using the pails. If at any time cigarette butts are found on the ground or disposed of improperly, smoking privileges will be revoked in all areas including outside areas surrounding Ocean Breeze.
3. Employees will not be permitted to take breaks for the purposes of smoking except during authorized breaks and the lunch period. Additional smoking breaks are not permitted. Employees who do take additional unauthorized breaks may be subject to loss of paid time.

If at any time an employee is found violating any of these regulations, disciplinary action will be taken.

CELL PHONE POLICY EFFECTIVE 8/24/18

The use of cell phones or any smart device at your work station is strictly prohibited. Cell phones and smart devices are to be left in your bags, car, etc. If you need to be reached in an emergency situation, you can receive your call on the pharmacy phone and ask your supervisor's permission to go use your phone.

Dismissal will be immediate if anyone is caught with their cell phone at their work station or using a cell phone at their work station.

OCEAN BREEZE PROPERTY

Electronic and Telephonic Communications - Use and Monitoring Policy

Ocean Breeze may provide access to computers, laptops, computer files, telephones, cell phones, a voice mail system, the electronic mail ("e-mail") system, and the Internet to assist employees in completing their job duties as quickly and efficiently as possible. These tools are important resources for Ocean Breeze's productivity and effectiveness and must be used for Ocean Breeze business only. These tools are provided to Ocean Breeze employees to improve communications and relationships between employees and other employees, customers, suppliers and business partners, and to assist in gathering information from internal and external resources. Electronic communications are to be used in a manner that is consistent with Ocean Breeze's philosophy and principles. In using electronic and all other communications, each employee must use integrity and professionalism and comply with all laws and corporate policies.

The systems are not to be used to create, store, receive or send any offensive, intimidating, hostile or disruptive messages. Among those which are considered offensive, are any messages which contain sexual implications or innuendo, racial slurs, gender-specific comments, or any other comment that offensively addresses age, sexual orientation, religious or political beliefs, race, national origin, or disability. Ocean Breeze's policy against sexual or other harassment applies fully to all electronic and telephonic communications.

The Internet is a corporate resource and is to be used in the same spirit and with the same discretion as all corporate resources. Unnecessary or unauthorized Internet usage takes away from work time, consumes supplies and ties up printers. Unlawful Internet usage may also expose Ocean Breeze to significant legal liabilities. In addition, Ocean Breeze insists that you respect the copyrights, software licensing rules, property rights, privacy and prerogatives of others, just as you would in any other business dealings. Using the Internet for unauthorized, abusive, unethical or inappropriate activities will not be tolerated and may be cause for disciplinary action, including termination of Internet access, and ultimately termination of employment.

The use of electronic mail is reserved for conducting Ocean Breeze business, although such incidental personal use as does not interfere with job performance and not inconsistent with this policy is permissible. Propagation of "chain letters" is prohibited. Unsolicited mail is unwelcome and should be immediately deleted without being opened. Transmission of graphics is prohibited unless it is done in the conduct of legitimate Company business. Electronic mail messages sent and/or received using the Ocean Breeze e-mail system may not contain language/material/content that may be reasonably considered offensive or disruptive to any employee. Using the electronic mail system for unauthorized, abusive, unethical or inappropriate activities will not be tolerated and may be cause for disciplinary action, including termination of e-mail access, and ultimately termination of employment.

All computers and the data stored on them are and remain at all times the property of Ocean Breeze. Ocean Breeze has the capability and reserves the right to monitor Internet activity and access, review, copy and delete any messages or information sent, received, or stored on its e-mail system, telephone system, or in its computer files or discs, for any purpose and to disclose same to any party in its sole discretion. Employees have no privacy rights relative to Internet, e-mail, personal password protected e-mail (e.g., gmail), company provided cell phone or laptop usage. As such, all electronic-mail messages composed, sent and received, are and remain the property of Ocean Breeze. Please note that even after a message is deleted, it can be recreated. Employees may not store personal information on Company computers. Employees are prohibited from installing software or applications to their computers or laptops unless authorized by a supervisor.

In addition, Ocean Breeze reserves the right to enter, search, and monitor the telephone communications, e-mails, and computer files of any employee, without advance notice. Such action will be taken for business purposes, such as investigating theft, disclosure of confidential business or proprietary information, personal abuse of the system, or monitoring work flow or productivity. The contents of any aforementioned communication may be disclosed to individuals deemed appropriate by Ocean Breeze, including law enforcement officials and/or government agents, without the permission of the employee, with or without notice.

The confidentiality of any message created, stored, received or sent on the e-mail and/or voice mail systems should not be assumed. The use of passwords for security does not change this.

Notwithstanding Ocean Breeze's right to retrieve and read any e-mail messages, such messages should be treated as confidential by other employees and accessed only by the intended recipient. Employees should only disclose information or messages obtained from the e-mail system to employees authorized to have such information. Employees are not authorized to retrieve or read any e-mail messages that are not addressed to them. An employee may not use an unauthorized code, password or other means to gain, or attempt to gain, access to another employee's workplace communications, nor may an employee disclose his password to another person, unless authorized to do so by an appropriate supervisor. Employees should not attempt to gain access to another employee's messages without such employee's permission.

Without Management's authorization, employees shall not transmit confidential information relating to Ocean Breeze's business activities nor post any information on commercial on-line systems on the Internet.

Access to the Internet and the use of electronic communications systems are privileges that can and will be revoked at any time for violation of this policy. Violations of this policy will be dealt with promptly and may result in suspension or loss of Internet access and disciplinary actions up to and including termination of employment and legal action. Any employee who is aware of a violation of this policy, or who reasonably suspects that the policy is being violated, must notify an immediate supervisor or the President immediately.

DATA STORAGE

Employees must maintain data in compliance with supervisor instructions and applicable standard operating procedures. The deletion of data stored on the network is prohibited unless authorized by a supervisor or permitted by a standard operating procedure. Employees may not utilize a jump drive, flash drive or any other method of downloading data from the network unless authorized by a supervisor and for business purposes only. Any questions with regard to this policy should be addressed to a supervisor.

Pursuant to this policy, all affected employees must execute an "Employee Consent and Waiver Form" located at the end of this handbook.

Telephone and Cell Phone Policy

Personal phone calls should be minimal in number and duration and made only during break times unless it is for an emergency. Cell phones may only be used in the break room or outside the store. Cell phones may only be used during break times.

In a client's home, telephones may only be used with client permission and for business purposes only.

New York State law prohibits driving while talking on handheld cell phones as well as text messaging and e-mailing. In accordance with the law, if you are driving a vehicle on Ocean Breeze business, you must use a headset or other hands-free device while using your cell phone. Calls made while using hands-free devices should be made only when necessary and kept as brief as possible. If you do not have a hands-free device, you must pull off the road to a safe area before using the cell phone.

Workplace Searches and Surveillance

In order to deter or investigate theft or illegal activity in the workplace, promote an honest and efficient working environment, and assess productivity and performance, Ocean Breeze reserves the right to engage in workplace searches, surveillance and/or monitoring.

Ocean Breeze reserves the right to search all Company property, including, but not limited to, desks, lockers, computers, and Company vehicles and to inspect personal property on Ocean Breeze premises, including, but not limited to, boxes, lunch boxes, briefcases and purses, for the purpose of investigating thefts and misuse of Company, customer, or employee property.

Workplace searches may be conducted at any time and by any lawful means available to Ocean Breeze at the discretion of Management. Employees who enter onto Ocean Breeze premises are deemed to consent to all searches. Employee cooperation with workplace searches and inspections is viewed as a condition of employment; refusal or failure to cooperate may result in disciplinary action up to and including termination. Employees who, upon search or inspection, are believed to be in the possession of stolen property or illegal drugs, will be subject to disciplinary action up to and including termination.

In conducting searches, special care will be taken to preserve individual dignity and the privacy of personal items, to the fullest extent possible. Normally, when a personal item is to be examined, the employee will be asked to open it and to remain present during the search.

Ocean Breeze may employ electronic or mechanical devices to monitor, surveil, or otherwise review employee job-related activities. Consistent with applicable laws, Ocean Breeze may monitor an employee's telephone conversations, use of voice mail, and use of the Internet and electronic mail and messaging systems. As all of these forms of communications are conducted on Ocean Breeze equipment, employees who seek to block or otherwise prevent surveillance will be subject to immediate disciplinary action, up to and including termination.

Working Areas

Each Ocean Breeze employee is responsible for his/her work area and for all items contained in the area. All work areas are to be kept neat and clean at all times. Employees are also responsible for keeping all accessible areas of the Ocean Breeze facility neat and clean, including the store, pharmacy, rest rooms, general office area, storage, basement and break rooms. **Employees are NOT allowed to eat in their work areas. They may drink but all food and snacks shall be consumed in the break area.** In addition, littering on or around the Ocean Breeze facility will not be tolerated. The general rule of thumb is "the person who makes the mess cleans the mess."

PERFORMANCE APPRAISALS, DISCIPLINE AND GRIEVANCE PROCEDURES

Performance Evaluation Program

Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. Additional formal performance reviews are conducted to provide both supervisors and employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals. Particular attention is given to quality and quantity of work, dependability, attendance, initiative, effort and attitude.

An initial performance evaluation will be conducted at the end of the ninety (90) day training and orientation period. Thereafter performance evaluations will be conducted annually at the end of the calendar year. The review will be presented to the employee for signature and comment. Reviews will be maintained in an employee's personnel file throughout the duration of employment.

Each employee will be reviewed and evaluated for performance annually. Ocean Breeze may change the frequency of review or time of review at its discretion.

PERFORMANCE IMPROVEMENT PLANS

The supervisor will provide the employee with areas that need to be improved, if any exist. If the employee's rating is less than satisfactory, the employee may be placed on a performance improvement plan. The supervisor and employee will confer as many times as the supervisor deems appropriate in a period of time until improvement is made. For example, a supervisor and employee may meet at least once a month for a period of three months until improvement is made. The employee must meet the goals of the performance improvement plan in order to continue employment at Ocean Breeze. If at the end of the period, improvement has not been made, the employee may be terminated from Ocean Breeze.

All evaluations will be maintained by the President. If an employee wishes to review any rating, the employee must make a request in writing.

Discipline

Ocean Breeze, in its sole discretion, will determine when to reprimand, place on probation, suspend, demote, terminate or otherwise discipline employees in the manner and degree Ocean Breeze deems appropriate.

Generally, progressive steps will be administered by the supervisor, department manager or Ocean Breeze management. Depending upon the circumstances, Ocean Breeze may begin the discipline process at any step or advance to any step, including immediate termination.

1. Oral reprimand
2. Written reprimand
3. Disciplinary probation
4. Suspension
5. Termination

All employees may be subject to discipline, up to and including immediate termination, for the following:

- Inability to perform duties;
- Incompetence, inefficiency or failure to perform duties;
- Chronic, patterned or excessive absenteeism or lateness;
- Insubordination;
- Neglect of duty;
- Failure to meet the terms of a performance improvement plan;
- Violation of Ocean Breeze policy or procedure;
- Violation of a Standard Operating Procedure;
- Failure to follow Board of Pharmacy guidelines;
- Misuse or theft of Ocean Breeze property;
- Falsification, misrepresentation, or omission of background information;
- Possession, use, distribution or sale of alcohol;
- Possession, use, distribution or sale of illegal substances;
- Violation of state or federal law while on the job;
- Physical or verbal violence;
- Criminal activity; or
- Other sufficient cause.

Open Door Policy/ Alternative Dispute Resolution

A. OPEN DOOR COMMUNICATION POLICY

If an employee has a complaint, the employee should discuss the problem with his or her immediate supervisor. If this is not appropriate, the employee should take the complaint to the next level of management.

Ocean Breeze is committed to resolving such problems through internal dispute resolution. Ocean Breeze maintains an Open Door Communication Policy that provides employees with the opportunity to bring forward any complaint that may affect their employment relationship with Ocean Breeze .

B. MANDATORY ARBITRATION PROGRAM

Ocean Breeze maintains an impartial, final and binding Mandatory Arbitration Policy, to resolve any concerns, conflicts or complaints that may arise regarding Ocean Breeze's procedures, personnel decisions or other work-related problems that cannot be resolved by Ocean Breeze's Internal Dispute Resolution procedure. The arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. §§ 1-16.

As a condition of employment with Ocean Breeze employees agree to waive their right to a trial by jury and promise to resolve all legal disputes with Ocean Breeze in an arbitration proceeding rather than a court of law. Arbitration will be the exclusive remedy for any and all employment-related disputes between an employee and Ocean Breeze.

In voluntarily agreeing to submit employment-related disputes to Ocean Breeze's Arbitration Program, each employee understands that, except as provided by law, the employee is giving up rights the employee may have had were the dispute litigated in court.

This agreement does not in any way change the at-will nature of the employee's relationship with Ocean Breeze. Ocean Breeze may terminate the employee at will, without cause, and without notice.

Dispute Defined. Under this Policy, the term “dispute” means any and all past, present, and future claims that arise between any employee and any of the following: Ocean Breeze, its employees and agents (in their capacities), as well as any affiliated companies, benefit plan sponsors and administrators. Disputes include, but are not limited to: statutory and common law claims of discrimination (including all claims under the Law Against Discrimination) and claims of retaliation; claims for compensation, retaliatory discharge, benefits; tort claims; claims for breach of contract; and all other statutory and common law claims arising out of or relating to the terms and conditions of employment or its termination.

Exceptions. This Policy DOES NOT apply to claims for workers’ compensation, unemployment compensation, temporary injunctions in aid of arbitration, the disclosure of trade secrets, theft of company property, violation of the non-disclosure of proprietary information policy or claims of discrimination before the Equal Employment Opportunity Commission or similar administrative agency responsible for ensuring compliance with fair employment standards.

Procedure. The aggrieved party must submit written notice to the other side within the legal time period for filing the claim asserted.

The parties shall select a single arbitrator from the local panels of the American Arbitration Association to conduct the arbitration proceedings under the National Rules of the American Arbitration Association. The Arbitrator shall resolve all issues relating to discovery, the admission of evidence, and the interpretation and enforceability of this agreement, including whether it is void or voidable. The Arbitrator shall interpret Ocean Breeze policy and state and federal law as necessary to reach a final, binding and exclusive decision.

The costs of arbitration shall be assessed by the arbitrator. However, the party initiating arbitration shall be required to pay the filing fee except as otherwise mandated by law. The arbitrator is empowered to award damages and grant all other such relief as a court of competent jurisdiction. Judgment on the award rendered by the arbitrator may be entered by any court having jurisdiction thereof.

TERMINATION

Termination

Termination occurs when an employee is removed from the payroll. All employment at Ocean Breeze is at-will unless set forth differently in writing. Both the employee and Ocean Breeze have the right to terminate employment at will, with or without cause and with or without notice.

Eligibility for all employee benefits normally ends with the termination of employment. All accrued, vested benefits that are due and payable at termination will be paid. Some benefits may be continued after the termination of employment at the employee's expense if the employee so chooses. Please contact the President to see if you are eligible to receive any continuation of benefits.

Resignation

Non-management employees who plan to leave the employ of Ocean Breeze must provide at least two (2) weeks of advance notice in writing. Management employees who plan to leave the employ of Ocean Breeze must provide at least thirty (30) days of advance notice in writing. Such notice will facilitate the orderly transfer of work assignments. If such notice is given, Ocean Breeze shall pay the resigning employee the value of unused earned vacation time with his or her final paycheck, which shall be delivered on the next regular pay day.

Ocean Breeze reserves the right to terminate any employee upon notice of his or her resignation.

A. PROCEDURE FOR SEPARATION

The terminated or separated employee must return all Company property, including but not limited to keys, access card, cell phone, laptop, hardcopy and electronic files, and all proprietary information held or stored in any medium by the employee. Ocean Breeze reserves the right to conduct an inspection and/or an investigation to locate or recover company property, with or without the resigning employee's permission. Failure to return Company property may lead to immediate discharge and legal action against the employee to recover company property and monetary damages.

Eligibility for all employee benefits normally ends with the termination of employment. All accrued, vested benefits that are due and payable at termination will be paid. Some benefits may be continued after the termination of employment at the employee's expense if the employee so chooses. Please contact the President to see if you are eligible to receive any continuation of benefits.

B. JOB ABANDONMENT

Ocean Breeze expects employees to report to work on time, when scheduled. Employees who report to work late or miss scheduled shifts are subject to disciplinary actions in accordance with the discipline policy and attendance policy. Employees who fail to call in for two (2) consecutive scheduled work days or shifts will be considered to have voluntarily resigned and to have abandoned their jobs.

Similarly, failure to return to work upon the expiration of vacation, military leave, or any other approved leave, without explanation or excuse approved by the President, will be treated as a voluntary resignation of employment as of the first day of the unapproved absence.

RECEIPT OF EMPLOYEE MANUAL

I have this day received a copy of the Ocean Breeze Employee Manual ("Manual"). I understand that it is my responsibility to read it and to comply with the policies and procedures described in the Manual.

I also understand that this Manual, which replaces all previously issued handbooks and policy statements, is provided as a matter of reference and is not an employment contract.

I also understand that my employment relationship with Ocean Breeze is "at will," meaning that regardless of anything contained in this Manual and regardless of any custom or practice, Ocean Breeze makes no promises and remains free to change policies, benefits, and all other working conditions without having to consult anyone or obtain anyone's agreement.

I understand that I can terminate my employment at any time and that Ocean Breeze retains the absolute power to terminate my employment at any time, with or without cause, and without prior notice, so long as it is not in violation of law.

Name (please print)

Date

Employee's Signature

RECEIPT OF AMENDMENT JAN31,2018

Name (please print)

Date

Employee's Signature

**ACKNOWLEDGEMENT OF ELECTRONIC COMMUNICATIONS – USE AND
MONITORING POLICY: EMPLOYEE CONSENT AND WAIVER**

I have received a written copy of the **Electronic and Telephonic Communications – Use and Monitoring Policy**. I fully understand the terms of this Policy and agree to abide by them. I realize that Ocean Breeze's security software may record, for management use, the Internet address of any site that I visit and keep a record of any network activity in which I transmit or receive any kind of file. I acknowledge that any message I send or receive will be recorded and stored in an archive file for management use. I know that any violation of this policy could lead to dismissal or even criminal prosecution.

I agree not to use another person's password, access a file or retrieve any stored communications unless authorized. I further agree not to forward communications which may offend co-workers, including those that could constitute sexual or other harassment or discrimination.

I acknowledge that Ocean Breeze owns the software and system which provides for Internet access and e-mail. The system's use may be monitored continuously or intermittently by Ocean Breeze, as necessary, and I will not be notified when such monitoring is taking place. I consent to, authorize and approve the monitoring by Ocean Breeze of all usage and messages generated by me through the Internet and e-mail including personal password protected e-mail (e.g., gmail). I understand that the use of the system constitutes consent to monitoring. I waive my right of privacy in connection with the use of the Internet and/or e-mail under the business system and software to the extent permitted by law.

As a condition of my employment, I further understand that Ocean Breeze may periodically monitor or review my work performance by using mechanical or electronic devices, including but not limited to telephone monitoring, transponders, beepers, touch tone decoders, and diodes. I consent to this monitoring of workplace performance.

EMPLOYEE'S NAME (printed): _____

EMPLOYEE'S SIGNATURE: _____

DATE: _____

ACKNOWLEDGMENT OF MANDATORY ARBITRATION POLICY

I have received and reviewed a copy of Ocean Breeze's **Mandatory Arbitration Policies** and I voluntarily accept its terms. I understand that the purpose of this policy is to provide a process for the prompt and efficient resolution of workplace complaints that avoids the expense and delay of conventional litigation. I also understand that I will be bound by this policy if I continue to work for Ocean Breeze.

I understand that arbitration is the exclusive forum for the resolution of any and all employment-related grievances, as defined in the policy. I further understand that by entering into this Agreement, both Ocean Breeze and I promise to resolve any and all legal disputes that arise between us in an arbitration proceeding rather than a court of law.

I understand that this Agreement supersedes any prior and contemporaneous Arbitration Agreements between Ocean Breeze and me. I further understand that this Agreement may be modified only in writing, signed by the President of Ocean Breeze and me.

EMPLOYEE'S NAME (printed): _____

EMPLOYEE'S SIGNATURE: _____

DATE: _____