

At New York and Company - Employee Handbook

FULL-TIME EMPLOYEES

DEFINITION OF FULL TIME EMPLOYEES: Employees who are hired on a permanent basis and are scheduled to work continuously at least 40 hours per week. Benefits that are available to full-time employees are paid vacation compensation, as well as Health insurance benefits (or paid appropriate fee).

OFFICE HOURS: Monday through Sunday with the understanding that normal office hours are 9:00 a.m. to 6:00 p.m. Normal lunch breaks are 60 minutes in length. All employees must take scheduled lunches. Work hours shall be established by the immediate supervisor and may be modified throughout time of employment.

PROBATIONARY PERIOD: Newly hired employees will be on probation for the first 90 days of employment. This period may be extended based upon a 90 day review, oral and/or written, reflecting the performance during the initial 90 day period.

ANNIVERSARY DATE: Anniversary Date is defined as the day/month and year of hire. For purposes of calculating benefits earned (vacation, etc.), employees whose status changes (i.e.: part-time to full-time, temporary to full-time permanent status, leave of absences, etc.) will have a revised anniversary date of the effective date of such change. Benefits will be pro-rated when changes to employee status occurs.

VACATION POLICY: Employees are eligible to take long term vacation only between 9/25 - 11/25, 1/5 - 3/10, and 5/10 - 6/20. Vacation time must be scheduled as far in advance, must be in writing, and approved by the supervisor before the time can be taken. It is suggested that a vacation be approved in writing before the purchase of any airline tickets or any other travel.

PAID VACATION: Employees are entitled to vacation only after full-time completion of continuous

service each year. Vacation does not accrue in the first year, thus, if an employee leaves the company within the first year of employment, no vacation will be earned or paid to the employee. The following is a breakdown for employees:

COMPLETION OF YEAR 1 OR 2 OF CONTINUOUS SERVICE... 5 days (入社2または3年目)

COMPLETION OF YEAR 3 OR 4 OF CONTINUOUS SERVICE ... 6 days (入社4または5年目)

COMPLETION OF YEAR 5 OR 6 OF CONTINUOUS SERVICE 7 days (入社6または7年目)

Vacation time must be taken within one year after the employee's Anniversary Date. For example, if an employee completes the first year of continuous service with an Anniversary Date of 9/1/13, the 3 days of vacation must be taken during 9/1/14 and 8/31/15. Vacation time off can't be carried over from one year to the next.

PERFORMANCE AND PAY REVIEWS: Each newly hired employee may be reviewed on a 90 day performance evaluation culminating their "Probationary Period". This review may be accomplished by an oral and/or written evaluation for continuing employment purposes. There is normally no pay increase provided at the 90 day review period. Each employee may receive a oral and/or written appraisal from his/her supervisor in every June and Dec.

BONUS AND COMPENSATION: Depending on employee's performance, company's profit, and prospective aspect, bonus may be paid to the full-time employees twice a year; in Jun and December. Besides, there is no other compensation such as retirement allowance.

TIME SHEETS AND PAYROLL: Payroll checks are normally distributed every 2 weeks. Additionally, payroll checks are only released to the employee, and may only be released to a designated individual or mailed to the employee in cases where the employee provides written authorization. The Company expects that every employee will be regular and punctual in attendance. This means being in the office, ready to work, at their starting time each day. Absenteeism and tardiness places a burden on other employees and on the Company.

TIME OFF REQUESTS: Any time that an employee will not be at work, be it vacation, illness, personal day, emergency - any time off - the employee's manager must be notified as soon as the absence requirement is known, but no later than two (2) hours prior to the employee's scheduled work time.

Tardies must also be reported and recorded. In addition to calling the manager. Messages are not to be left with any other person. Failure to contact the manager will result in a counseling warning. Three such warnings are grounds for immediate termination. Upon return from any absence (paid or non-paid), employees must submit a time off request form. The document must be signed by both the employee and manager. The manager will forward the document to the Administrative Manager.

PAID HOLIDAYS: Depending on the calendar year, the number of paid holidays may change from year to year. Usually, **10 national holidays** are defined as paid holidays. However, as travel services must run for 365 days a year, paid holidays may change to another days. For the fiscal year, employees may be asked from time to time to work on a paid holiday. In such cases, the employee will be given another floating holiday off with pay, date to be pre-approved by manager. Employees must work their regularly scheduled work days immediately preceding and following a paid holiday in order to be compensated for that holiday, unless day off was requested and approved in writing prior to the missed work day and holiday. THERE ARE NO EXCEPTIONS TO THIS RULE.

MEDICAL INSURANCE: At New York & Co. offers health insurance to all qualified employees with a shared cost. It is the responsibility of the employee to submit all necessary enrollment forms to the Administrative Manager at least two to four weeks prior to the eligibility date. Also, the employee is eligible to choose their own health insurance company. In this case, the company will support him/her own insurance cost with \$170 every month, instead of offered health insurance by the company.

OVERTIME POLICY: All full time employees are expected to work office hours, depending upon their work schedule. Any overtime will not be compensated. Full time employees are all exempt from overtime compensation.

COMMUNICATION: It is imperative to communicate any and all concerns, problems, and requests in writing to the employee's Manager, President, or Director immediately, particularly if the problem or concern affects the employee's ability to perform his/her job, and/or if it negatively affects the company and its employees.

SHORT TERM DISABILITY: No compensation or benefits will be provided to the employee beyond any sick or vacation time accrued. However, State disability benefits may be available with a doctor's approval. At New York & Co. will hold the employee's position open for maximum of sixty calendar (60)

days with the understanding of the intent of the employee to return to work. However, should the nature of the disability indicate that a Long Term Disability leave will occur; the company reserves the right to fill the position previously held at the earliest opportunity.

LONG TERM DISABILITY: If the employee is unable to work for a period greater than 60 days, and is granted a leave of absence, payroll, bonus or other compensation will not be available to the employee. However, State disability benefits may be available with doctor's approval. At New York & Co. reserves the right to fill the position previously held by the employee if such position is left open for a period greater than 60 calendar days.

TERMINATION: Employees are at will. Employment is therefore not guaranteed to any employee. Employees are free to end you employment with At New York & Co. at any time, with or without reason. Likewise, At New York & Co. has the right to end your employment, or otherwise discipline, transfer, or demote employee at any time, with or without reason.

EMPLOYMENT AGREEMENT: Misrepresentations on applications or resumes submitted to At New York & Co. will be grounds for immediate termination of employment, regardless of length of employment. Additionally, as a representative of At New York & Co. appearance, manners, and language must be always on a professional level, as well as the highest ethical standards possible to reflect honesty, integrity, and human dignity. Employees must adhere to all governmental rules and regulations as set forth by our governing agencies. Unauthorized use of telephones or office equipment will be grounds for immediate termination and the company will seek reimbursement for the misuse and expenses. Employees agree to act in a professional manner when self-terminating the employment with At New York & Co. by giving at least three weeks written notice (regular staff) and at least four weeks notice for instructional staff and management. At New York & Co. may terminate the employment without notice. Upon termination, employee will immediately deliver to manager or any and all materials belonging to and/or concerning At New York & Co. and its business. Maintaining, destroying, or misusing said items will be grounds for legal prosecution and fines. Employee agrees to complete an exit interview with manager.

PERSONAL PROPERTY: It is with the full understanding that any personal items brought to work shall be of employee's own accord and risk. At New York & Co. will not be held responsible for the replacement of any such item be it damaged or stolen.

PART-TIME EMPLOYEES

OFFICE HOURS: Work hours shall be established by the immediate Manager and may be modified from time to time to meet the needs and operations of the office. Employees must report their time on timesheets for all time worked. Any hours above regularly scheduled hours must be approved in writing by Manager in advance. Employees are expected to work all hours scheduled and take any breaks required. Timesheets are available through the employee's Manager.

VACATION POLICY: Part time employees are not eligible to receive vacation pay benefits.

HOLIDAYS: Part time employees are not compensated for any days off, including holidays.

MEDICAL INSURANCE: Part time employees are not eligible to receive medical benefits. It is suggested that employee contact manager for criteria and eligibility. Temporary employees are not eligible for any benefits.

TERMINATION: Same criteria as that of a full time employee with the exception that there will be no vacation compensation.

OTHER: Unless otherwise noted, all policies for part-time employees are the same as those terms and/or conditions established for full-time employees.

* CHANGES IN POLICY

This Manual supersedes all previous employee manuals and memos that may have been issued from time to time on subjects covered in this Manual. However, since our business and our organization are subject to change, we reserve the right to interpret, change, suspend, cancel, or dispute with or without notice all or any part of our policies, procedures, and benefits at any time. We will notify all employees of these changes. Changes will be effective on the dates determined by the Company,

and after those dates all superseded policies will be null. No individual supervisor or manager has the authority to change policies at any time. If you are uncertain about any policy or procedure, speak with your direct supervisor.