

Saratoga County Economic Opportunity Council, Inc.

EMPLOYEE HANDBOOK

Revised and Board Approved
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Dear Community Action Employee,

We are glad you are a member of our dynamic and dedicated Community Action workforce. Community Action Agencies are organizations established under the Economic Opportunity Act of 1964 to fight America's War on Poverty and help people to help themselves in achieving self-sufficiency. Today there are approximately 1,000 Community Action Agencies, serving the poor in every state as well as Puerto Rico and the Trust Territories. Your decision to join us in the War on Poverty through our Community Action Programs inside of the Saratoga County Economic Opportunity Council (EOC) is a very important one and we are glad you are here!

You have just joined a dedicated team of employees and managers at the EOC. We hope that your employment with EOC will be rewarding and challenging. We take pride in our employees as well as the services we provide.

Please take the time now to read this employee handbook carefully. Sign the acknowledgment at the end to show that you have read, understood, and agree to the contents of this handbook, which sets out the basic rules and guidelines concerning your employment. This handbook supersedes any previously issued handbooks or policy statements dealing with the subjects discussed herein. The Agency reserves the right to interpret, modify, or supplement the provisions of this handbook at any time.

Please understand that no employee handbook can address every situation in the work place. If you ever have questions about your employment, you are encouraged to ask them. If you have any difficulty reading or understanding any of the provisions of this handbook, please contact Human Resources. Likewise, if you have any suggestions related to Agency policies or procedures, please let us know.

We wish you success in your employment here at EOC!

All my very best,

Anita M. Paley, Executive Director

Saratoga County Economic Opportunity Council, Inc.



Overview: Saratoga County Economic Opportunity Council, Inc.

In 1964, Congress passed the Economic Opportunity Act to begin America's War on Poverty. As a result, a network of Community Action Agencies sprang up all over the country to alleviate the impact of poverty at the local level in order to support people with low incomes to improve the quality of their lives. Community Action Agencies are overseen by a state agency designated by the Office of Community Services of the Administration for Children and Families, U.S. Department of Health and Human Services. In New York, this state agency is the Department of State, Division of Community Services.

The EOC became incorporated in 1965, when several disparate groups including a local welfare rights organization and the County Board of Supervisors joined forces. The EOC is governed by a tripartite board of directors, which truly represents the larger community and consists of local business, government and low-income individuals. Since 2005, the EOC Board began working in tandem with the Head Start/Early Head Start Policy Council.

EOC has developed and implemented many beneficial programs with public sector funds both federal and state. There are a number of smaller grants that support the food programs and fundraising supports those who are above thresholds that grants support but still demonstrate need.

EOC was awarded the Weatherization Assistance Program contract in the 1970's and has operated a successful program since its inception. In 1998 EOC was also awarded the Weatherization Assistance Program contract for adjoining Schenectady County, due to our excellent record of program management and the ability to meet and exceed program goals. EOC also is home to the Women, Infant and Children (WIC) program since 1980. WIC has contributed to the growth and development of over 2000 Saratoga County infants and children under five annually, delivering nutrition services to their families.

Later in 1986, EOC was then awarded a onetime discretionary grant to begin a Soup Kitchen on a one-day per week basis. By 2008, it was renamed the EOC Community Lunch Program, where meals are served seven days per week, sometimes exceeding over 100 lunches a day. EOC has always offered crisis intervention, advocacy and referral services in conjunction with an emergency food pantry. As the years have progressed, EOC began to have staff trained in family development services to better serve our customers.

Saratoga County is large and the answer to help those with minimal resources became the Wheels for Work program. This was an initiative started in 2004 that provided transportation to individuals supporting a minor child in order to maintain or obtain employment. However, in 2013 it was later defunded due to government sequestration. Another family based resource offered to pregnant women, and families became available through EOC in 2005. This program is known as Head Start. The program serves 434 families and it employs over 100 staff members. Most staff members were once Head Start parents and gained positions within the EOC Agency as Head Start employees.

Also in 2005, EOC started the Latino Community Advocacy Program (LCAP). LCAP was initially separate from the Community Services Department and is now found inside of the Community Services Department of EOC. It still is providing English as a Second Language classes as well as advocacy and interpretation services to immigrants in our county. The Dress for Work program was added to the agency in 2007 to provide clothing suitable for a work environment to our low-income customers.

2015 Mission Statement and Agency Goals:

Mission: EOC is the designated anti-poverty agency for Saratoga County, dedicated to providing and promoting opportunities for individuals and families to achieve self-sufficiency.

Goals:

- Maximize the potential of its board, staff, local agencies and its community action designation to access, develop, and administer agency funding to fulfill the agency mission.
- Identify and respond to unmet basic needs of people in the communities throughout Saratoga County.
- Assure that the basic needs of people are provided for through the delivery of EOC core services, appropriate referrals to other agencies/organizations and advocacy at the county/city level.
- Maintain a healthy, viable organization by ensuring effective management, leadership, staff diversity and training, and communication among various constituencies.
- Strengthen our capacity to respond to individuals and families demonstrating need by building relationships with other agencies/organizations.
- Promote awareness of poverty-related issues while augmenting resources to combat poverty and its effects.

Program Descriptions

I. Community Services Department: The Community Services Department is composed of many programs. These programs are funded through the Community Services Block Grant (CSBG), Hunger Prevention and Nutrition Assistance Program (HPNAP) funds, Federal Emergency Management funds (FEMA), and fundraising. In-kind donations, community partnerships and volunteer support are also vital to the success of this department. Below is a brief description of the major components of the Community Services Department.

Crisis Intervention Services: Crisis intervention is a short-term helping process to address the individual/family's emergency needs. The focus is on the resolution of the immediate problem through the use of personal, social, and environmental resources. An individual/family assessment is developed to

determine the nature of the crisis and a formalized service plan is negotiated between the family and the crisis intervention worker.

Some common types of crisis-situations we address include:

- Housing - pending evictions, landlord/tenant relations, pending utility shut off
- Financial - customers in financial crisis
- Domestic violence
- Drug and alcohol
- Mental Health
- Homelessness

Individual and Family Development: This is a strength-based, long term helping process in which the individual/family works with EOC to address reaching their personal goals. An individual/family assessment is completed to determine the needs and a formalized service plan is developed. The individualized service plan addresses goals such as affordable housing, education and training, financial stability, employment, health, and effective parenting. Each service plan is individually tailored to meet the client's needs.

Latino Community Advocacy Program: The Latino Community Advocacy Program (LCAP) addresses the special needs of the Spanish-speaking immigrant population in Saratoga County. Our activities also promote cultural understanding and recognize the positive contributions of immigrants and long tradition of immigration in our communities. Our bilingual staff provides assistance by facilitating communication and access to health and educational services. The goal of our program is to extend EOC's mission of promoting economic self-sufficiency to immigrants in our community.

Latino Advocacy Services Include:

- English as a Second Language Classes
- Interpreters
- Advocacy and referrals with regard to medical attention, immigration, legal rights- obligations, and processes, assistance with taxes, educational programs, and other services in the community
- Help in the case of an emergency
- Awareness through cultural and social events
- Workforce development
- Financial education

Emergency Food Pantry: The pantry is located in Ballston Spa, NY. The hours of operation are Monday through Wednesday and Friday 9am to 4:30 pm. The pantry is closed on all federally recognized holidays. Every individual and family coming to the food pantry will complete an initial intake form and will be assessed for crisis intervention services. Families receive a 3-day supply of food, which is packed by volunteers and may access it once a month. The order is appropriate to family size, dietary needs, and cooking facilities. Diapers, healthcare products and pet food are available through donations for those who demonstrate need.

Community Lunch Program: Lunch is served 6 days a week 11:45 – 1:00 p.m. and from 3:00 – 4:00 pm on each Sunday. It is open to the general public and the only information collected is the number of meals served each day. Various nonprofits are invited to attend the lunch program to market their programs. The Community Lunch program is located in the Presbyterian New England Congregational Church, 24 Circular St., Saratoga Springs, NY. Free fresh products are often available for individuals to take.

Rural Food Delivery: This service is a bimonthly delivery of food to customers that are elderly and/or disabled and homebound. Customers to this program are referred by different sources. EOC runs this project in collaboration with volunteers from the Presbyterian New England Congregational Church from the Community Lunch program. Church volunteers make deliveries 2 Sundays per month.

Summer Youth Feeding: This project provides a nutritious lunchtime meal to low-income children during the summer months when there is no school. In collaboration with the Saratoga Springs Housing Authority, bag lunches are disbursed at the Jefferson/Vanderbilt Terrace and Milton, Monday-Friday, between July 1 and August 31. This program is supported through the Community Lunch program and is staffed by volunteers. EOC also collaborates with Captain Youth and Family Services on this program.

Thanksgiving Baskets: EOC provides a full Thanksgiving meal to families in need in Saratoga County. Families receive a basket based on family size. Eligibility: Families of two or more, income at or below 125% of poverty level.

Holiday Meals: A full-prepared holiday dinner is also served at our Community Lunch program on Thanksgiving, and Easter. Home delivery of meals is available. Another meal is supported through a local synagogue for Christmas

Dress for Work: An initiative and partnership with Saratoga Hospital to provide clothing suitable for a work environment to our low-income customers.

II. Energy Services: EOC was awarded the Weatherization Assistance Program contract in the 1970's and has operated a successful program since its inception. In 1998 EOC was also awarded the Weatherization Assistance Program contract for adjoining Schenectady County, due to our excellent record of program management and the ability to meet and exceed program goals. EOC also administers the Empower NY. Energy Services utilized ARRA funding to expand services.

III. Head Start and Early Head Start: Head Start and Early Head Start are free federally funded child development programs for low-income pregnant women and children birth to age 5. Saratoga County EOC Head Start serves 434 children and pregnant women throughout Saratoga County. Eligibility is based on family size and the current federal poverty guidelines. Children get ready for kindergarten by learning to get along with others as they develop reading, language, and math skills.

Preschool classrooms: 3 and 4 year old children participate in full day NYS Daycare licensed classrooms including integrated classrooms for children with

special needs and UPK classrooms for children who will be attending kindergarten in the next year. Seven classrooms are open during the summer.

Toddler Rooms: Toddlers participate in a variety of activities in a safe, nurturing NYS Daycare licensed room.

Home-based services: Parents and children participate in weekly home visits and regularly scheduled group activities called PACT's (Parents and Children Together). Home Visitors work with parents to achieve goals they have set for their children and themselves.

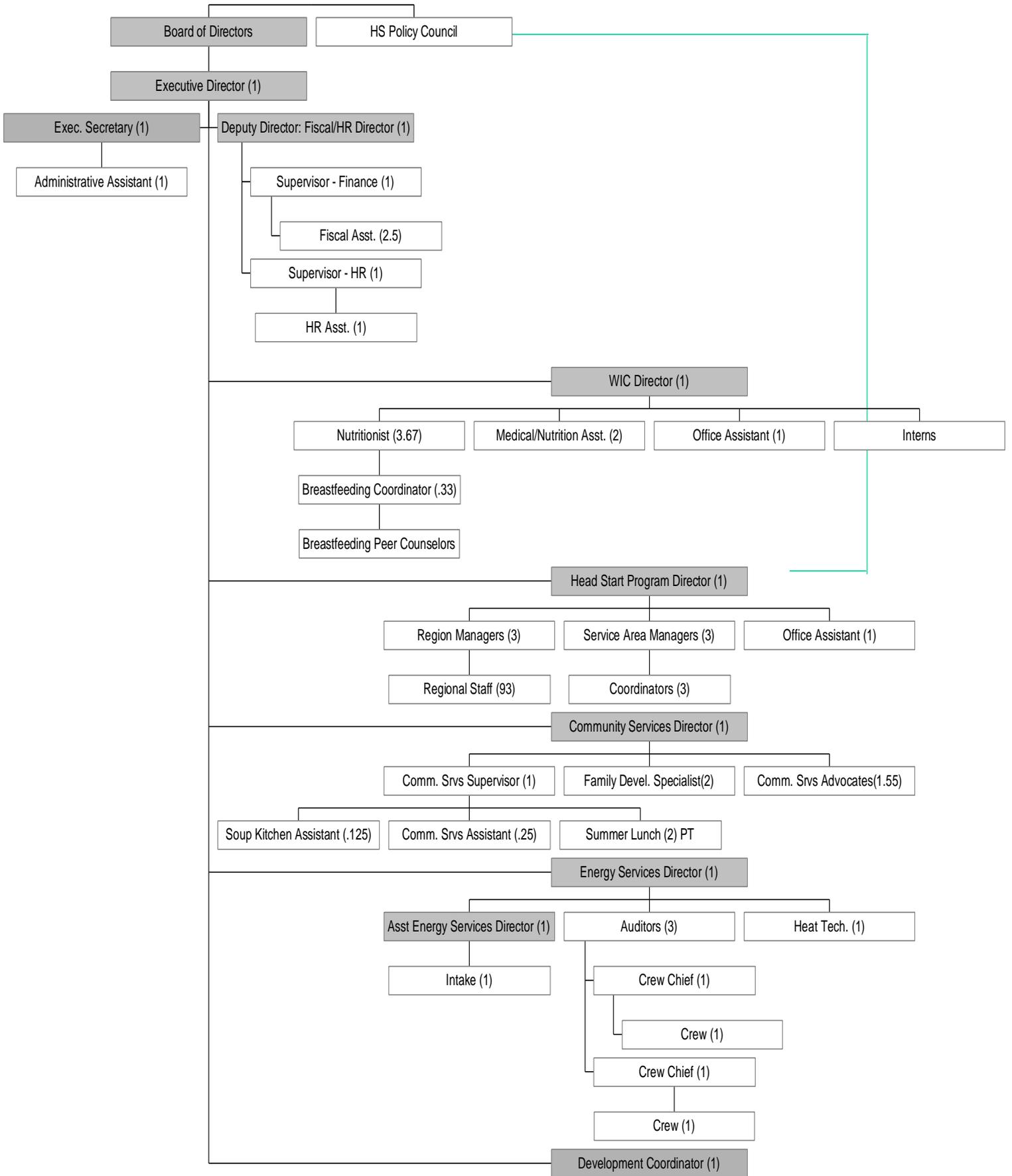
Head Start offer children and their families:

- Medical, dental, health, developmental and behavioral screenings for all children.
- Nutritious meals and snacks.
- Disability services for children.
- Parenting support, adult education workshops, and referrals to community resources.
- Limited transportation services to parents and children.
- Volunteer and employment opportunities for parents.
- Participation in program decision making through volunteer opportunities on Policy Council and Family Committees.

IV. WIC (Women, Infants, and Children): The Saratoga County EOC WIC program is committed to promoting healthy food, healthy families, and healthy futures for area residents. Funded and administered through the NYS Department of Health, the WIC program provides eligible families with supplemental foods such as milk, cheese, eggs, cereal, juice, peanut butter (or dried beans), fruits and vegetables; and also formula if the mother chooses not to breastfeed, or chooses to supplement while breastfeeding. WIC participants receive checks (vouchers) for these specific foods that they use at a WIC authorized store.

Additional information can be found at www.saratogaeoc.org.

Organizational Chart



Revisions to Handbook Statement

This employee handbook is our attempt to keep you informed of the terms and conditions of your employment, including Agency policies and procedures. The handbook is not a contract. The Agency reserves the right to revise, add, or delete from this handbook as it determines to be in its best interest except the policy concerning at will employment. **If an employee is in a bargaining unit represented by a Union at the Agency, the provisions of the applicable Collective Bargaining Agreement apply to any provisions that conflict with a provision of the employee handbook.** When changes are made to the policies and guidelines contained herein, we will endeavor to communicate them in a timely fashion, typically in a written supplement to the handbook.

1.0 At-Will Employment

All employees of Saratoga County Economic Opportunity Council, Inc. (EOC) are employees at will and as such, are free to resign at any time with or without reason. EOC retains the right to terminate an individual's employment at any time with or without reason or prior notice. Nothing in this policy manual or in any documentation or statement shall limit the right to terminate employment-at-will.

The policies stated in this policy manual are intended to be used as a guideline only and are subject to change at the sole discretion of EOC. This policy manual should not be interpreted as and does not constitute a contract guaranteeing employment for any specific duration, or creates or intends to raise any contractual rights. The only way that employment at will status can be changed is by an authorization signed by the Executive Director. Neither this document, nor any other communication or EOC practice, is intended to create or guarantee any term of employment or benefits.

2.0 Ethics Code / Fraternalization Policy

EOC will conduct its business honestly and ethically wherever operations are maintained. We strive to improve the quality of our services and will maintain a reputation for honesty, fairness, respect, responsibility, integrity, trust, and sound business judgment. Our managers and employees are expected to adhere to high standards of business and personal integrity as a representation of our business practices.

We expect that officers, directors, and employees will not knowingly misrepresent the Agency and will not speak on behalf of the Agency unless specifically authorized. The confidentiality of privileged information obtained through daily operations about our Agency or operations, or that of our customers or employees, is to be treated with discretion and only be disseminated on a need-to-know basis (see policies relating to privacy).

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

Fraternalization Policy

It is the policy of SCEOC to establish an environment where the Board of Directors, Executive Officer, Program Directors and all employees of SCEOC maintain clear boundaries between personal and business interactions that are most effective for conducting business and to avoid situations which may generate complaints of favoritism and sexual harassment.

For purposes of this policy, “fraternization” is defined as a relationship of an intimate or romantic nature or conduct that creates the appearance or impression that such a relationship exists. Fraternalization is the term traditionally used to identify personal relationships which contravene the customary bounds of acceptable senior-subordinate relationships. It also includes improper relationships and social interaction between members of management as well as between co-workers, Board Members, volunteers, clients, and vendors.

Although this policy does not prevent the development of friendships or romantic relationships, to minimize conflicts of interest it does establish clear boundaries as to how relationships will progress during working hours and within the working environment. Persons who hold a position as a Board Member, Executive Director, Program Director, Manager or supervisor are strongly encouraged to refrain from becoming romantically involved with any subordinate, Board Member, co-worker, volunteer, client, and vendor and are

prohibited from becoming romantically involved with a subordinate, Board Member, co-worker, volunteer, client, and vendor over whom they have direct authority or the authority to influence their working conditions. Individuals in supervisory, management assignments or other influential roles are subject to more stringent requirements under this policy due to their status as role models, their access to sensitive information, and their ability to influence others.

During working time and in working areas, employees are expected to keep personal exchanges limited so that others are not distracted or offended by such exchanges and so that productivity is maintained. Employees are strictly prohibited from engaging in physical contact that would in any way be deemed inappropriate by a reasonable person while anywhere on SCEOC premises, or off premises during SCEOC business, whether during working hours or not. Employee off-duty conduct is generally regarded as private, as long as such conduct does not conflict with this policy.

The Executive Director, Program Directors, managers, supervisors, or anyone else in sensitive or influential positions must disclose to SCEOC the existence of any relationships with another co-worker, client or vendor that has progressed beyond a platonic friendship. This disclosure will enable SCEOC to determine whether any conflict of interest exists because of the relative positions of the individuals involved. Where problems or potential risks are identified, SCEOC will work with the parties involved to consider options for resolving the conflict. The initial solution will be to make sure that the parties involved no longer work together on matters where one is able to influence the other or take action for the other. Matters such as hiring, firing, promotions, performance management, compensation decisions, financial transactions, etc., are examples of situations that may require reallocation of duties to avoid any actual or perceived reward or disadvantage. In some cases, more extreme measures may be necessary, such as transfer to other positions or departments.

Such action will be at the sole discretion of SCEOC if it is determined by the Executive Director that such a relationship may create a perception of favoritism or bias that may be potentially disruptive to a harmonious working environment. Refusal of reasonable alternative positions, if available, will be deemed a voluntary resignation. If there is no viable resolution, the employee with the least seniority shall be terminated, if one of the employees does not voluntarily resign.

Appendix: Code of Conduct

3.0 Hiring and Orientation Policies

3.1 EEO Statement and Non-harassment Policy

Equal Opportunity Statement

Our Agency is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment which is free of harassment, discrimination, or retaliation because of age (40 and over), race, color, national origin, ancestry, religion, sex, pregnancy (including childbirth, lactation and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed service member status, or any other status protected by federal, state, or local laws. The Agency is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

The Agency will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Agency's Equal Employment Opportunity Policy in a confidential manner. The Agency will take appropriate corrective action, if and where warranted. The Agency prohibits retaliation against any employee who provides information about, complains, or assists in the investigation of any complaint of discrimination or violation of the Agency's Equal Employment Opportunity Policy.

We are all responsible for upholding the Agency's Equal Employment Opportunity Policy and any claimed violations of that policy should be brought to the attention of your manager and/or human resource personnel.

Workplace Harassment Policy

EOC has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's age (40 and over), race, color, national origin, ancestry, religion, sex, pregnancy (including childbirth, lactation and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed service member status, or any other status protected by federal, state, or local laws. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

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 (1) submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment (2) submission to, or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual or (3) such conduct has the purpose or effect of unreasonably

interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

While it is not possible to identify each and every act that constitutes or may constitute sexual harassment, the following examples of sexual harassment are provided below: (a) unwelcome requests for sexual favors; (b) lewd or derogatory comments or jokes; (c) comments regarding sexual behavior or the body of another employee; (d) sexual innuendo and other vocal activity such as catcalls or whistles; (e) obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature; (f) repeated requests for dates after being informed that interest is unwelcome; (g) retaliating against an employee for refusing a sexual advance or reporting an incident of possible sexual harassment to EOC or any government agency; (h) offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors; and (i) any unwanted physical touching or assaults, or blocking or impeding movements.

B. Other Harassment

Other workplace harassment is often verbal or physical conduct that insults or shows hostility or aversion towards an individual because of the individual's age (40 and over), race, color, national origin, ancestry, religion, sex, pregnancy (including childbirth, lactation and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed service member status, or any other status protected by federal, state, or local laws.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment: (a) the use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating or hostile acts that relate to the above protected categories; (b) written or graphic material that insults, stereotypes or shows aversion or hostility towards an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on the Agency's premises, or circulated in the workplace; and (c) a display of symbols, slogans, or items that are associated with hate or intolerance towards any select group.

Reporting Discrimination and Harassment

Any employee who feels that he or she has witnessed, or been subject to, any form of discrimination or harassment is required to immediately notify their supervisor, the Director of Human Resources, or other manager at the Agency.

EOC prohibits retaliation against any employee who provides information about, complains, or assists in the investigation of any complaint of harassment or discrimination.

We will promptly and thoroughly investigate any claim and take appropriate action where we find a claim has merit. Discipline for violation of this policy may include, but is not limited to reprimand, suspension, demotion, transfer, and

discharge. If the Agency determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the Agency may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, the Agency will follow up as necessary to ensure no retaliation for making a complaint or cooperating with an investigation.

3.2 Disability Accommodation

The Agency complies with federal and state disability regulations, including the Americans with Disabilities Act (ADA). Qualified applicants or employees who inform the Agency of a physical or mental disability requiring accommodation in order for them to perform the essential functions of their jobs should inform Human Resources and their supervisor of this so that we can together discuss what accommodations are available and appropriate.

Procedure for reasonable accommodation requests:

- Employee advises Human Resources and supervisor of the need for accommodation. Employee completes a Request for Accommodation form (attached) and gives it to his or her supervisor.
- The accommodation request will be discussed with the employee and the employee's manager(s).
- The employee may be required to provide documentation supporting a disability, including medical certification.
- If a reasonable appropriate accommodation is readily available, the request will be approved and the accommodation implemented.
- If an accommodation is not readily ascertainable, the matter will be pursued further with assistance from appropriate external resources.

The Agency will consider the request but reserves the right to offer its own accommodation to the extent permitted by law. Some, but not all, of the factors that the Agency will consider are cost, the effect that an accommodation will have on current established policies, and the burden on operations — including other employees — when determining a reasonable accommodation.

3.3 Religious Accommodation

EOC is dedicated to treating the religious diversity of all our employees equally and with respect. Employees may request an accommodation when their religious beliefs cause a deviation from EOC's dress code, schedule, basic job duties, or other aspects of employment. The Agency will consider the request but reserves the right to offer its own accommodation to the extent permitted by law. Some, but not all, of the factors that the Agency will consider are cost, the effect that an accommodation will have on current established policies and the burden on operations, including other employees, when determining a reasonable accommodation. At no time will the Agency question the validity of a person's belief.

3.4 Posting of Openings

EOC desires to promote qualified employees from within where it believes that is possible, consistent with the need to assure that all positions are staffed by highly competent individuals. New job openings generally will be posted on the employee bulletin board, on the Agency internet site as well as emailed for posting at off-site locations. Prior to any outside interviewing, we will announce all new positions within the Agency for five working days.

3.5 Conflicts of Interest

EOC is concerned with conflicts of interest that create actual or potential job related concerns, especially in the areas of confidentiality, customer relations, safety, security, and morale. Any actual or potential conflict of interest between an employee of the Agency and a competitor, supplier, distributor, or contractor to the Agency, must be disclosed by the employee to Human Resources. If an actual or potential conflict of interest is determined to exist, the Agency will take such steps as it deems necessary to reduce or eliminate this conflict.

All staff and volunteers must sign a Conflict of Interest Statement. A copy of the document is found in the appendix of this document is attached.

Appendix: Conflict of Interest

3.6 Employment of Relatives and Friends

We will not employ friends or relatives in circumstances where actual or potential conflicts may arise which could compromise supervision, safety, confidentiality, security, and morale at the Agency. It is your obligation to inform the Agency of any such potential conflict so the Agency can determine how best to respond to the particular situation.

3.7 Job Descriptions

EOC maintains a job description for each position. If you do not have a copy of your current job description you should request one from your supervisor. Job descriptions prepared by EOC serve as an outline only. Due to the needs of business, you may be required to perform job duties not within your written job description. Furthermore, the Agency may have to revise, add to, or delete from your job duties according to Agency needs. On occasion, the Agency may need to revise job descriptions with or without advance notice to the employee, subject to any applicable labor laws.

If you have any questions regarding your job description, or the scope of your duties, please speak with your supervisor or Human Resources.

3.8 New Employees and Introductory Periods

The first six (6) months of your employment is considered a probationary period. During this period you will become familiar with EOC and your job responsibilities. During this time we will have the opportunity to monitor the quality and value of your performance. If, at the completion of this probationary

period, we believe that the quality and value of your performance merits your continued employment and work remains available, you will become a permanent employee. Your probationary period with the Agency can be lengthened as deemed appropriate by management and Human Resources. Completion of this probationary period does not imply guaranteed or continued employment. Nothing that occurs during or after this period should be construed to change the nature of the “at-will” employment relationship.

3.9 Training Program

In most cases, and for most departments, employee training is organized on an individual basis by the department manager. Even if an employee has had previous experience in their specified functions, it is necessary for them to learn our specific procedures, as well as the responsibilities of the specific position. If you ever feel you require additional training, please consult your supervisor or department manager.

3.10 Employment Authorization Verification

All new hires and current employees are required by federal law to verify their identity and eligibility to work in the United States. You will be required to complete federal Form I-9 on the first day of employment. If this form and verification of employment eligibility is not completed during the first three days of employment, we are required by law to terminate your employment. If you are currently employed and have not complied with this requirement or if your status has changed, please inform your supervisor.

3.11 New Hire Process

EOC will apply an employment process designed to insure that all new employees have the qualifications, experience, and abilities needed to perform their jobs successfully. Each job classification at EOC will be described, and the skills, abilities and other characteristics needed for success will be specified by the supervisor/Director of that position. We will conduct a thorough recruitment process to obtain candidates for each open position. Where promotional and transfer opportunities exist, internal candidates will be considered. We will confirm that candidates possess any licenses or credentials required of the position legally or by EOC policy.

Process

- A. Requisition - For a budgeted or replacement position, the Personnel Requisition form will be submitted by the Department Director to the Human Resources Department. Non-budgeted requisitions or any changes desired to an existing position must be reviewed by finance and approved by the Executive Director.
- B. Recruitment - The Human Resources Department has the responsibility to recruit, refer, and recommend all internal and external candidates for potential employment. Recruitment activities

will be conducted in compliance with equal employment opportunity considerations.

- C. Application - All candidates will be required to complete and sign an employment application. (Internal candidates will complete a Letter of Interest for all posted positions.)
- D. Screening and Evaluation - Initial screening of all applicants for any position will be accomplished by the Human Resources Department with subsequent interviews conducted by the department director/supervisor.
- E. Selection - The Department Director will make selection with the advice and recommendation of the Human Resources Department. Once made, the Human Resources Department will make an offer of employment contingent on satisfactory completion of the following:
 - Reference checks/employment verification
 - Education verification
 - Skills testing (if applicable)
 - Verification of licensure or registration (if applicable)
 - Criminal background check (if applicable)
 - DMV check
 - Fingerprinting (if applicable)
 - Other Daycare requirements
 - Successful completion of a job-related physical examination
 - Submission of required proof of eligibility to work in the United States to the Human Resources Department and completion of the I-9 form by the applicant within three (3) business days of the employee's hire date.
- F. Employment Offer - Offers of employment will be extended by a member of the Human Resources Department. The Human Resources Department will determine the appropriate compensation for employees based on established pay scale.
- G. Applicant Rejection - External applicants interviewed for a particular position will be notified via mail that they have not been selected for the job initiated by a member of the Human Resources Department. Internal employees will be notified via email.
- H. Records - The Human Resources Department will process all new hire paperwork (i.e., Employment Authorizations, diplomas, licensure, registration, certification, working papers, I-9 forms, etc.).
- I. Proof of Eligibility to Work:
 - Original documents must be provided to the Human Resources Department within three (3) business days of employee's date of hire.

- Documents may not be accepted by anyone other than an authorized Human Resources representative. Copies of documents are not acceptable.
- Continuation of employment is dependent upon the employee providing EOC with the necessary documentation to prove eligibility to work in the U.S. as required by federal law.
- Any employee who is unable to comply with the above will not be allowed to work until the appropriate documentation is provided. If the documents are not provided within two weeks from the date of hire, the employee will be terminated.
- Re-employment will be considered based upon position availability at the time the individual is able to comply with the above requirements.

J. Orientation:

- All new employees will be required to attend EOC's orientation which will be coordinated by the Human Resources Department.
- Employees whose regular work schedule does not include the hours during which this orientation is held will still be required to attend during those hours and will be paid accordingly.
- The date and time of the orientation will be outlined in the employee's offer letter.

Appendix: Employee Orientation Outline

4.0 Wage and Hour Policies

4.1 Introduction

An employee's pay depends on a wide range of factors, including established pay scales, surveys, individual effort and collective bargaining agreements. If you have any questions about your compensation, including matters such as paid time off, overtime, benefits, or paycheck deductions, please speak with your supervisor or Human Resources.

4.2 Pay Period

The standard pay period is biweekly for all employees. There are twenty-six (26) pay periods each year. Pay day is every other Friday. Should any pay date fall on a holiday, you will be paid on the preceding workday. Special provisions may be required from time to time if holidays fall on paycheck dates. Please inquire of your supervisor if this type of date arises.

4.3 Paycheck Deductions

The Agency is required by federal, state, and certain local laws to withhold certain deductions from your paycheck. This includes income and unemployment taxes, and FICA contributions (Social Security and Medicare) as well as any other deductions required under law or by court order for wage garnishments. The amount of your tax deductions will depend on your earnings and the number of exemptions you list on your federal Form W-4 and applicable state withholding form. You may also authorize voluntary deductions from your paycheck, including contributions for insurance premiums, retirement plans, or other services. Your deductions will be reflected in your wage statement.

Contact the Payroll Department or Human Resources for any questions about your paycheck.

4.4 Direct Deposit

We encourage all employees to enroll in direct deposit. If you would like to take advantage of direct deposit, ask Human Resources for an application form. Typically, the bank will begin the direct deposit of your payroll within 30 calendar days after you submit your completed application.

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

4.5 Recording Time

Federal and state laws require us to keep accurate records of hours worked by nonexempt (hourly) employees. You may clock in no more than seven minutes ahead of time and clock out no later than seven minutes after your quitting time. Every nonexempt employee of the Agency is required to enter his or her hours worked accurately, including all lunch periods and any rest periods of more than 20 minutes. Employees are required to notify the Agency of any pay discrepancies, unrecorded or miss-recorded work hours, or any involuntary missed meal or break periods.

Do not complete the time sheet of any other employee or request that they do so for you. Please be sure to indicate your days off. Any changes to your time card must be approved of and completed by your supervisor.

Falsification of time records or recording time for another employee may result in discipline, up to and including termination of employment.

Any deviation from set work schedules must have prior approval from an employee's supervisor.

4.6 Travel Time Pay

Some nonexempt positions within EOC require travel. EOC pays nonexempt employees for travel time in accordance with the Fair Labor Standards Act (FLSA).

Home to Work Travel

An employee who travels from home before the regular workday and returns to his or her home at the end of the workday is engaged in ordinary home to work travel, which is not work time.

Home to Work on a Special One Day Assignment in Another location

An employee who regularly works at a fixed location in one part of the county is given a special assignment in another part of the county and returns home the same day. The time spent in traveling to and returning from the other area is work time, except that the employer may deduct/not count that time the employee would normally spend commuting to the regular work site.

Travel That Is All in a Day's Work

Time spent by an employee in travel as part of their principal activity, such as travel from job site to job site during the workday, is work time and must be counted as hours worked.

Travel Away from Home Community

Travel that keeps an employee away from home overnight is travel away from home. Travel away from home is clearly work time when it cuts across

the employee's workday. The time is not only hours worked on regular working days during normal working hours but also during corresponding hours on nonworking days. EOC will not consider as work time that time spent in travel away from home outside of regular working hours as a passenger on an airplane, train, boat, bus, or automobile.

Calculating and Reporting Travel Time

Employees are responsible for accurately tracking, calculating, and reporting travel time. Travel time should be calculated by rounding up to the nearest quarter hour.

4.7 Overtime Authorization for Nonexempt Employees

If you are a nonexempt employee, you may qualify for overtime pay. All overtime must be approved in advance, in writing, by your supervisor, except in the case of an emergency. The employee will notify their supervisor as soon as practical after the emergency ends.

At certain times the Agency may request you to work overtime, subject to applicable labor laws. We will attempt to give as much notice as possible in this instance. However, advance notice may not always be possible. Failure to work overtime when requested or working unauthorized overtime may result in discipline, up to and including discharge.

Overtime pay of one and one-half an employee's regular rate of pay is paid for any hours worked in excess of 40 hours in a workweek. Holidays, vacation time, personal time and sick leave do not count as time worked for computing overtime.

4.8 Attendance Policy

All employees are required to report to work on time each day they are scheduled. If you know ahead of time that you will be absent or late, provide reasonable advance notice to your supervisor. If you must leave a voicemail, text or email to inform your supervisor of your unforeseen emergency absence a follow up phone call is required within two hours of the start of your scheduled shift. Employees may be required to provide documentation of any medical or other excuse for being absent or late.

The Agency reserves the right to apply unused vacation, sick time, or other paid time off to unauthorized absences. Absences resulting from approved leave, vacation, or legal requirements are exceptions to the policy.

4.9 Job Abandonment

If an employee fails to show up for work or call in with an acceptable reason for the absence for a period of three consecutive days, he or she will be considered to have abandoned his or her job and voluntarily resigned from the Agency.

4.10 Travel Expenses

The purpose of this policy is to define employee travel rules and the authority for incurring and approving travel expenses.

Travel expenses are the reasonable and necessary expenses incurred by employees when traveling on approved Agency business trips. Agency travel is limited to business activities for which other means of communication is inadequate and for which prior approval of the employee's supervisor has been received.

Advances

The Agency will provide cash travel advances, when possible, for travel and meals (Meal/Travel Advance Request form attached). The Federal per diem guidelines will prevail for mileage and out of town stays in metropolitan areas. Employees may use personal credit cards and/or their own cash and submit their approved expenses on the standard Reimbursement Voucher form.

Travel Expenses

The Agency pays the actual amounts incurred for appropriate expenses when employees are on travel assignments. Examples of typical expenses include the following:

- Airline tickets.
- Meals and lodging.
- Car rental, bus, taxi, parking.
- Laundry and dry cleaning (trips exceeding one week only, unless emergency).
- Business supplies and services.
- Associated gratuities.
- Other expenses necessary to achieve the business purposes.

Family Members

The Agency will pay the travel expenses of spouses or other family members only when their presence is necessary to the business purpose of the trip and when approved in advance in writing by the Executive Director

Air Travel

Employees are to use economy or tourist class airfares when traveling on Agency business. In addition, private, noncommercial aircraft or chartered aircraft is not to be used, and no more than two Agency officers should travel together on the same flight.

Airfares are to be charged to personal credit cards and subsequently turned in on a monthly expense report.

Hotels

Neither in-room movies nor refreshment bars are approved Agency expenses.

Insurance

The Agency does not pay for personal travel insurance for employees.

Rental Cars

Employees are to use rental firms having existing relationships with the Agency and, where feasible, have negotiated discounts rates. Reasonable transportation available is to be used.

Personal Vehicles

All employees using their own vehicle for business purposes must maintain insurance coverage as required by law. Travel between the employee's home and primary office is not considered to be business travel. Employees are not authorized to use personal vehicles for business travel without authorization. Every attempt should be made to utilize Agency owned vehicles for local area travel. Employees will be reimbursed for vehicle use at the standard IRS mileage rate (Local Travel Reimbursement Statement form attached). The [President or Chief Executive Officer] must authorize any deviation from this policy.

Employee Reporting

Employees are to report their approved expenses on the standard Reimbursement Voucher form (attached) and must include a description of the expense, its business purpose, date, place, and the participants. All expense reports are to be submitted within thirty (30) days of the end date of travel or the date the expense was incurred.

4.11 Business Expenses

The purpose of this policy is to define approved non-travel employee business expenses and the authority for incurring and approving such expenses.

Approved business expenses are the reasonable and necessary expenses incurred by employees to achieve legitimate business purposes that are not covered by normal Agency procurement processes.

Business Meetings (Agency-Sponsored Events and Meetings)

The Agency pays for expenses necessary to achieve a valid business purpose when meetings are held with customers, vendors, or other Agency employees. The most senior Agency employee present is to pay and report all expenses.

The Agency will make every effort to have a master account set up for Agency-wide and large group events. However, if you are at a small meeting or staying by yourself at a hotel, pay individually and submit for reimbursement accordingly.

Technical and Training Seminars

The Agency pays for expenses associated with attendance at classes and seminars that enhance job-related skills. Prior approval must be obtained by the employee's manager/supervisors and appropriate management.

Gifts

Employees may not present gifts to customers or vendors under any circumstances.

Other Expenses

The Agency will pay for other expenses that are for business purposes.

Employee Reporting

Employees are to report their approved expenses on the standard Reimbursement Voucher form and must include a description of the expense, its business purpose, date, place, and the participants. All forms must be submitted within 30 days of the date of purchase.

4.12 Rest and Meal Periods

The Agency strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding rest and meal periods. Please check with your supervisor regarding procedures and schedules for rest and meal breaks. The Agency requests that employees accurately observe and record meal and rest periods. If you know in advance that you may not be able to take your scheduled break or meal period, please let your supervisor know; in addition, notify your supervisor if you were unable to or prohibited from taking a rest or meal period at the soonest opportunity.

4.13 Accommodations for Nursing Mothers

EOC will make every effort to provide nursing mothers reasonable break time to express milk for their infant children for up to one year following the child's birth.

To ensure privacy, nursing mothers will be provided a private room, other than a restroom, to express their milk. The room will be clearly designated and either have a lock or a sign on the door to indicate when the room is in use.

Nursing mothers will also be provided a refrigerator to store their breast milk. Employees are responsible for labeling their milk with their name and the date on which the milk was expressed as the storage space may not be separate from other refrigerated items.

Nursing mothers are encouraged to discuss the length and frequency of breastfeeding breaks with their supervisor.

Employees who have any questions or concerns regarding this policy should contact their supervisor.

5.0 Performance, Discipline, Layoff, and Termination

5.1 Performance Improvement

EOC will make efforts to periodically review your work performance. The performance improvement process will take place on an annual basis, January 1, or as business needs dictate. You may specifically request that your supervisor assist you in developing a performance improvement plan at any time.

The performance improvement process is a means for increasing the quality and value of your work performance. Your initiative, effort, attitude, job knowledge, and other factors will be addressed. You must understand that a positive job performance review does not guarantee a pay raise or continued employment. Agency pay raises and promotions are based on numerous factors.

5.2 Promotions

In an effort to match you with the best job for you and to meet the business needs of the Agency, you may be transferred from your current job. It is the Agency's policy to promote from within the Agency only when the most qualified candidate is available. Promotions are made on an equal opportunity basis according to employees possessing the needed skills, education, experience, and other qualifications that are required for the job.

All employees promoted into new job positions will undergo a six (6) month probationary period as described in the New Employees and Introductory Periods section.

5.3 Transfer

EOC may transfer your employment from one position to another with or without notice, as required by service needs or upon request by an employee and management approval, subject to applicable labor laws. Transfers in excess of 90 days may be considered final and your paycheck may be increased or decreased consistent with the pay scale for your new position.

See your collective bargaining agreement for more information.

5.4 Workforce Reductions (Layoffs)

If necessary, based upon the needs of the Agency, management may decide to implement a reduction in force (RIF). We acknowledge that RIFs can be a trying experience for management and employees alike, and the Agency will make its best effort to make sound business decisions while acknowledging the needs of its workforce.

5.5 Standards of Conduct

EOC wishes to create a work environment that promotes job satisfaction, respect, responsibility, integrity, and value for all of our employees, clients, customers, and other stakeholders. Every employee has a shared responsibility toward improving the quality of our work environment. By deciding to work at this Agency, you agree to follow the Agency's rules.

While it is impossible to list every item that could be considered misconduct in the workplace, what is outlined here is a list of common-sense infractions that could result in discipline, up to and including immediate termination of employment. This policy is not intended to limit the Agency's right to discipline or discharge employees for any reason permitted by law. In fact, while we value our employees, the Agency retains the right to terminate an employee on an "at-will" basis.

Examples of inappropriate conduct include:

- Violation of the policies and procedures set forth in this handbook.
- Possessing, using, distributing, selling, or negotiating the sale of illegal drugs or other controlled substances.
- Being under the influence of alcohol during working hours on Agency property (including Agency vehicles), or on Agency business.
- Inaccurate reporting of the hours worked by you or any other employee.
- Providing knowingly inaccurate, incomplete or misleading information when speaking on behalf of the Agency or in the preparation of any employment related documents including, but not limited to, job applications, personnel files, employment review documents, intra-Agency communication or expense records.
- Taking or destroying Agency property.
- Possession of potentially hazardous or dangerous property such as firearms, weapons, chemicals, etc., without prior authorization.
- Fighting with, or harassment (as defined in our EEO policies) of, any fellow employee, vendor, or customer.
- Refusal or failure to follow directions or to perform a requested or required job task.
- Refusal or failure to follow safety rules and procedures.
- Excessive tardiness or absences.
- Smoking in non-designated areas.
- Working unauthorized overtime.
- Solicitation of fellow employees on the Agency premises during working time (Refer to Non-solicitation/Non-distribution Policy).
- Failure to dress according to Agency policy.
- Use of obscene or harassing (as defined by our EEO policies) language in the workplace.
- Outside employment which interferes with your ability to perform your job at this Agency.
- Gambling on Agency premises.
- Lending keys or keycards to Agency property to unauthorized persons.

Nothing in this policy is intended to limit employee rights under the National Labor Relations Act.

5.6 Criminal Activity/Arrests

Involvement in criminal activity, whether on or off Agency property or work time, during employment may result in disciplinary action including suspension or termination of employment. You are required to report to your supervisor any involvement in a criminal investigation. Disciplinary action depends upon a review of all factors involved, including whether or not the employee's action was work-related, the nature of the act, or circumstances which adversely affect attendance or performance. Any disciplinary action is not dependent upon the disposition of any case in court.

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

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

5.7 Drug and Alcohol Policy

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

Therefore, it is the Agency's policy that:

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

The Agency also cautions against use of prescribed or over-the-counter medication which can affect an employee's ability to perform his or her job safely or the use of prescribed or over-the-counter medication in a manner violating the recommended dosage or instructions from the doctor. Employees must have a valid prescription for any prescription medication [or medical marijuana] used by employees while working for the Agency. Please inform your supervisor prior to working under the influence of a prescribed or over-the-counter medication that may affect your ability to perform your job safely. If the Agency determines that the prescribed or over-the-counter medication does not pose a safety risk, you will be allowed to work. Failure to comply with these guidelines concerning prescription or over-the-counter medication may result in disciplinary action, up to and including termination of employment.

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

The Agency may assist its employees who seek treatment or rehabilitation for drug or alcohol dependency. The Agency may consider continued employment as long as the employee adequately addresses continued concerns regarding safety, health, production, communication, or other work-related matters. Employees may also be required to obtain a medical clearance, and agree to random testing and a “one-strike” rule as a condition of continued employment.

Drug-Free Workplace Policy [Federal Contactors]

As a federal contractor, EOC must comply with the requirements of the Drug-Free Workplace Act of 1988, which is a part of Public Law 100-690, Anti-Drug Abuse Act of 1988. The federal Drug-Free Workplace Act of 1988 (section 5152) covers grants and contracts for the procurement of any service with a value of \$25,000 or more.

Drug-Free Workplace Act

To comply with the act, federal agency contractors and federal grant recipients must provide a drug-free workplace. These federal contractors and grant recipients will:

- Publish a statement prohibiting the unlawful manufacture, distribution, dispensation, possession, or use of illegal drugs in the workplace and specify the actions that will be taken against employees for violations.
- Distribute a copy of the policy statement to each employee engaged in the performance of a federal grant or contract.
- Notify each employee that compliance with the policy is a condition of employment on such grant or contract and that the employee must abide by the terms of the policy statement. The policy statement includes the requirement that the employee notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- Notify the granting or contracting agency within 10 days after learning of a criminal drug statute conviction.
- Impose a sanction as required under this act on any employee who is so convicted.
- Establish a program of drug-free awareness, informing employees about the organization’s policy of maintaining a drug-free workplace, the penalties that may be imposed upon employees for drug-abuse violations, the dangers of drug abuse in the workplace, and any available drug counseling, rehabilitation, and assistance programs.
- Make a good faith effort to continue to maintain a drug-free workplace through implementation of these requirements.

Americans with Disabilities Act

In addition to complying with the federal Drug-Free Workplace Act of 1988, EOC must comply with the requirements of the Americans with Disabilities Act of 1990 (ADA). Individuals who currently use drugs illegally are not individuals

with disabilities protected under the ADA when an employer takes action because of their continued use of drugs. This includes people who use prescription drugs illegally as well as those who use illegal drugs. However, people who have been rehabilitated and do not currently use drugs illegally, or who are in the process of completing a rehabilitation program, may be protected by the ADA.

Drug-Free Workplace Policy

EOC, in compliance with the federal Drug-Free Workplace Act of 1988, has adopted the following policy that must be adhered to as a condition of employment:

- The unlawful use, possession, manufacture, dispensation, or distribution of controlled substances in all EOC work locations is prohibited.
- Any EOC employee convicted of a criminal drug statute violation occurring in the workplace must notify his or her supervisor of the conviction within five days after the conviction. As required by the federal Drug-Free Workplace Act of 1988, EOC must inform contracting or granting agencies of such convictions within 10 days after receiving notification from the employee or otherwise receiving notice of a conviction.
- Upon receiving such notification, EOC, in conjunction with the location concerned, will take all steps necessary to assure the proper conduct of sponsored projects and programs. If a decision is reached to allow the affected employee to continue employment with EOC, the employee must participate in and satisfactorily complete an approved drug abuse assistance or rehabilitation program.

If you have any questions, you may contact the Human Resources Department.

5.8 Disciplinary Process

Violation of Agency policies or procedures may result in disciplinary action including demotion, transfer, suspension without pay, or termination of employment. The Agency encourages a system of progressive discipline depending on the type of prohibited conduct. However, the Agency is not required to engage in progressive discipline and may discipline or terminate an employee where he or she violates the rules of conduct, or where the quality or value of the employee's work fails to meet expectations at any time. Again, any attempt at progressive discipline does not imply that your employment is anything other than on an "at will" basis.

In appropriate circumstances, management may provide the employee with verbal counseling and/or written warnings, and if the conduct is not sufficiently altered, eventual demotion, transfer, suspension without pay or termination of employment. However, management has the right to impose any form of discipline, up to and including termination of employment, for any serious offense. The employee may respond to any disciplinary action taken.

5.9 Problem-Solving Procedure

We strive to provide a comfortable, productive, legal, and ethical work environment. To this end, the Agency wants you to bring any problems, concerns, or grievances you have about the work place to the attention of your supervisor and, if necessary, to Human Resources or upper level management. To help manage conflict resolution we have instituted the following problem solving procedure:

If you believe there is inappropriate conduct or activity on the part of the Agency, management, its employees, vendors, customers, or any other persons or entities related to the Agency, bring your concerns to the attention of your supervisor at a time and place that will allow the supervisor to properly listen to your concern. Most problems can be resolved informally through dialogue between you and your immediate supervisor. If you have discussed this matter with your supervisor before and do not believe you have received a sufficient response, or if you believe your supervisor is the source of the problem, we request you present your concerns to Human Resources or upper level management. Please indicate what the problem is, those persons involved in the problem, efforts you have made to resolve the problem, and any suggested solution you may have.

5.10 Outside Employment

Outside employment which creates a conflict of interest or which affects the quality or value of your work performance or availability at the Agency is prohibited. The Agency recognizes that employees may seek additional employment during off hours, but expects, in these cases, that any outside employment will not affect job performance, work hours, or scheduling, or otherwise adversely affect the employee's ability to effectively perform his or her duties. Any outside employment must be reported to your supervisor. Employees may not provide services outside of work hours to current or potential customers. Failure to adhere to this policy may result in discipline up to and including termination.

5.11 Exit Interview

You may be asked to participate in an exit interview when you leave the Agency. The purpose of the exit interview is to provide management with greater insight into employee relations. Your cooperation in the exit interview process is appreciated.

5.12 Post-Employment Reference Policy

We will provide prospective employers with the dates of employment and final job position of a former employee. All references are to be given by Human Resources only.

6.0 General Policies

6.1 *Driving Record*

All employees must maintain a valid driver's license and acceptable driving record unless excused by the Human Resources Director. Upon hire the Agency will run a motor vehicle department check to determine an employee's driving record. It is your responsibility to provide a copy of your current driver's license for your personnel file. Any changes in your driving record, including, but not limited to, driving infractions, must be reported to the Agency.

State law requires all motorists to carry auto liability insurance. It is against the law to drive without insurance. Employees using their own vehicle as a part of their employment duties must provide management with a current proof of insurance statement or card. A new proof of insurance is required every time your policy expires and renews.

6.2 *Use of Agency Vehicles*

Agency vehicles are to be used for Agency business only. Unless the use of the vehicle has been approved for personal use by the Department Director, personal or outside business use is strictly prohibited.

Cell phone use, or the use of any electronic device, is prohibited while driving an Agency vehicle.

Drivers of Agency vehicles are to immediately report all infractions or violations while driving an Agency vehicle and all restrictions, suspensions, or revocations against their driver's license to their supervisor, manager, or Human Resources immediately.

In the event of an Agency vehicle accident the police are to be called immediately. The employee's supervisor is then to be called. An Auto Accident Reporting Form (attached) is to be completed in its entirety and forwarded to Human Resources as soon as possible on the day of the accident.

When an Agency vehicle cannot be operated, is unsafe for use, or has been damaged, notify a supervisor or manager immediately.

The driver of an Agency vehicle is responsible for the vehicle while in his or her charge and must not permit unauthorized persons to drive it.

The driver is responsible for the daily housekeeping of the vehicle; it is to remain clean and uncluttered.

No person shall operate a motor vehicle while under the influence of alcohol or a chemical substance or other substance that can impair judgment.

Multiple driving moving violations that appear on the annual state department of motor vehicle check will result in suspension of rights to drive an Agency vehicle

or drive a personal vehicle on Agency business. Suspension of rights will continue until one year has passed with no infractions. If there are persistent and ongoing problems with driving infractions, and driving a vehicle is a part of successful execution of job responsibilities, termination of employment is possible.

6.3 Authorization for Use of Personal Vehicle

All employees required to operate a motor vehicle as part of their employment duties must maintain a valid driver's license, acceptable driving record, and appropriate insurance coverage. The Agency will run a motor vehicle department check to determine an employee's driving record. It is your responsibility to provide a copy of your current driver's license and insurance coverage for your personnel file. Any changes in your driving record, including, but not limited to, driving infractions or changes to your insurance policy, must be reported to the Agency.

6.4 Personnel and Medical Records

The Agency maintains a personnel and medical file for every employee. Medical records will be kept in a separate folder. Every effort will be made to keep your personnel and medical records confidential. Access is on a "need-to-know" basis only, subject to Federal and State law. This includes, but is not limited to, supervisors and others in management reviewing the personnel file for possible promotion, transfer, or layoff.

If an employee wishes to review his or her personnel or medical file he or she may do so after giving the Agency reasonable notice. Inspection must occur in the presence of an Agency representative. All requests by an outside party for information contained in your personnel file will be directed to the Human Resources department, which is the only department authorized to give out such information.

6.5 Employee Privacy and Right to Inspect

Agency property, including but not limited to, phones, computers, tablets, emails, desks, work place areas, vehicles, or machinery, remains under the control of the Agency and is subject to inspection at any time, without notice to the employee, and without the employee's presence. Employees should have no expectation of privacy in any of these areas. We assume no responsibility for the loss of, or damage to, any employee property maintained on Agency premises including that kept in lockers and desks.

6.6 Voicemail, Email, and Internet Policy

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

General Provisions

- The system and all data transmitted or received through the system, are the exclusive property of the Agency. No individual should have any expectation of privacy in any communication over this system. Any individual permitted to have access to the Agency's system will be given a voicemail, email and/or Internet address and/or access code, and will have use of the system, consistent with this policy.
- The Agency reserves the right to monitor, intercept, and/or review all data transmitted, received, or downloaded over the system. Any individual who is given access to the system is hereby given notice that the Agency will exercise this right periodically, without prior notice and without the prior consent of the employee.
- The Agency's interests in monitoring and intercepting data include, but are not limited to: proprietary, and similar confidential commercially-sensitive information (i.e. financial reports, marketing or business strategies/plans, product development, customer lists, trademarks, etc.); managing the use of the Agency's computer system; and/or assisting the employee in the management of electronic data during periods of absence. No individual should interpret the use of password protection as creating a right or expectation of privacy. In order to protect everyone involved, no one can have a right or expectation of privacy with regards to the receipt, transmission or storage of data on the Agency Voicemail/Email/Internet system.

Any employee who violates the policies in this handbook will be subject to corrective action, up to and including termination of employment. If necessary, the Agency will also advise law enforcement officials of any illegal conduct.

6.7 Social Media Policy

At EOC we understand that social media can be a fun and rewarding way to share your life and opinions with family, friends, and co-workers around the world. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, we have established these guidelines for appropriate use of social media.

This policy applies to all employees who work for EOC

Guidelines

In the rapidly expanding world of electronic communication, social media can mean many things. **Social media** includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal website, social networking or affinity website, web bulletin board or a chat room, whether or not associated or affiliated with EOC, as well as any other form of electronic communication.

The same principles and guidelines found in Agency policies and these basic beliefs apply to your activities online. Ultimately, you are solely responsible for

what you post online. You may be personally responsible for any litigation that may arise should you make unlawful defamatory, slanderous, or libelous statements against any customer, manager, director, or employee of the Agency. Before creating online content, you may want to consider some of the risks and rewards that are involved.

Know and Follow the Rules

Carefully read these guidelines, the **Agency Ethics Code, Standards of Conduct, and EEO Statement and Non-harassment Policy**, and ensure **your postings are consistent with these policies**. Postings that include unlawful discriminatory remarks, harassment (as defined by our EEO policy), and threats of violence or other unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

You Are Encouraged to Show Respect

The Agency cannot force or mandate respectful and courteous activity by employees on social media during nonworking time. However, everyone should be aware of the negative impact comments of this nature can have on the workplace and relationships with others. In addition, please keep in mind that you may be more likely to resolve work-related disputes by speaking directly with your co-workers or by utilizing our Open Door Policy than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video, or audio that reasonably could be viewed as unlawful, slanderous, threatening, or that might constitute unlawful harassment (as defined by our EEO policies). Examples of such conduct might include defamatory or slanderous posts meant to harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, age, national origin, religion, veteran status, or any other status or class protected by law or Agency policy.

Honesty and Accuracy

You should understand that honesty and accuracy are important when posting information or news, and that it is good practice to correct a mistake quickly. You may want to be open about any previous posts you have altered. Remember that the Internet archives almost everything; therefore, even deleted postings often can be searched.

Posting Information

When posting information:

- Maintain the confidentiality of Agency trade secrets and confidential Agency-related commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.).
- Do not create a link from your blog, website, or other social networking site to an Agency website that identifies you as speaking on behalf of EOC
- The Executive Director or designee is the only one who may post to social media on the behalf of the Agency. Never represent yourself as a

spokesperson for EOC If the Agency is a subject of the content you are creating, do not represent yourself as speaking on the Agency's behalf.

- Respect copyright, trademark, and similar laws and use such protected information in compliance with applicable legal standards.

Using Social Media at Work

Refrain from using social media while on your work time; unless it is work related as authorized by your manager or consistent with the Agency Equipment Policy.

Retaliation Is Prohibited

Agency prohibits taking negative action against any employee for reporting a possible deviation from this policy or for cooperating in an investigation. Any employee who retaliates against another employee for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

Media Contacts

The Executive Director or designee is the only one who may speak to the media on behalf of the Agency. All media inquiries for official Agency responses must be directed to the Executive Director.

For More Information

If you have questions or need further guidance, please contact your HR representative.

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

6.8 Employee Suggestions/Open Door Policy

We welcome suggestions for continued improvement and welcome your ideas for better ways to do your job, provide the services of our Agency, or meet customer and client needs. Discuss your ideas with your supervisor or another member of the management team.

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

Understand that any suggestions, innovations, inventions, or other matter created by you on work time or with Agency tools or property are considered to be the property of the Agency.

6.9 Agency Bulletin Boards

EOC maintains an official bulletin board located at the time clock area, in the employee break room and in specific areas in off-site locations for the purpose of providing employees with its official notices, including wage and hour laws, changes in policies, and other employment-related notices. At times the Agency may also post information of general interest to the employees on the bulletin board. Please keep informed about this material by periodically reviewing the Agency bulletin board. Only authorized personnel are allowed to add and remove notices from the Agency bulletin board.

6.10 Non-solicitation/Non-distribution Policy

To avoid disruption of business operations or disturbance of employees, visitors, and others, the Agency has implemented a Non-solicitation Policy. For purposes of the Non-solicitation Policy, "solicitation" includes selling items or services, requesting contributions, and soliciting or seeking to obtain membership in or support for any organization. Solicitation performed through verbal, written, or electronic means is covered by the Non-solicitation Policy.

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

Employees funded under the Community Services Block Grant Program are prohibited from engaging in political activities.

To avoid inappropriate litter, clutter, and safety risks, employees may not distribute literature or other non-work related items in working areas at any time. Working areas do not include break/rest areas, lunch rooms, or parking lots.

6.11 Personal Appearance

Your personal appearance reflects on the reputation and integrity of the Agency. All employees are required to report to work neatly groomed and dressed. You are expected to maintain personal hygiene habits that are generally accepted in the community, i.e. clean clothing, good grooming and personal hygiene, and appropriate social behavior.

Some employees are required to wear safety equipment while on the job [i.e. steel-toed boots, safety glasses, safety masks, etc.]. Please consult with your supervisor as to the items required for your position.

All employees are expected to dress in the manner known as "business casual".

If you come to work inappropriately dressed, you will be asked to go home and return to work dressed appropriately. If you have any questions regarding the dress code or dress code accommodations, please contact Human Resources.

Recurring problems will result in discipline up to and including termination of employment.

6.12 Telephone Use

Our phones are principally for work-related communications. Unless there is an emergency, employees are required to limit telephone calls to business purposes only. Employees should limit personal use of the telephone to brief communications during rest periods where possible. Casual conversation with friends and relatives during working hours is strongly discouraged. Telephone use is subject to the Voicemail/Email/Internet Usage Policy.

6.13 Agency-Provided Cell Phone/Mobile Device Policy

The purpose of this policy is to provide guidance to departments and employees regarding eligibility for Agency-provided cell phones and plans, and the appropriate use of the phone and plan.

An employee must have a legitimate business need for a cell phone/mobile device and the issuance of same to the employee must be approved by the employee's supervisor. The typical legitimate reasons why an employee may need a cell phone/mobile device include frequent traveler needs or when the employee is a member of key personnel who must be immediately reachable in the event of an emergency.

When the cell phone/mobile device is used for personal reasons and the activity results in additional cost to the Agency, the individual is responsible for the cost of that usage, including all applicable taxes. The employee should make note of personal calls and reimburse the Agency after review of the monthly call detail.

If the cell phone/mobile device has a flat rate airtime/data plan, the user is responsible for reimbursing the Agency when personal activities cause the plan threshold to be exceeded. The employee, with concurrence of an authorized signer on the account, should determine the amount of personal use that caused the usage to exceed the plan and reimburse the Agency for that amount plus all applicable taxes. Employees who drive a vehicle during the course of their employment may not use any cell phone/mobile device or other communication device while driving.

The Agency owns and remains entitled to all cell phone/mobile devices, including all passwords controlling access to them. You may not change those passwords except with permission. At the time of employment termination, all such equipment and passwords must be returned to the Agency in operable condition.

6.14 Personal Cell Phone/Mobile Device Use

Use of personal cell phones and mobile devices at work can be distracting and disruptive and cause a loss of employee productivity. **As a result, employees should primarily use such personal devices during nonworking time, such as breaks and meal periods.** During this time, employees should use their device in a manner that is courteous to those around them. Employees with devices that have a camera and/or audio/video recording capability are

restricted from using those functions on Agency property unless authorized in advance by management or used in a manner consistent with the rights of employees to engage in concerted activity under section 7 of the National Labor Relations Act (NLRA).

Employees must not permit the use of such devices to interfere with their job duties or impact workplace safety and health. Use of such personal devices in the workplace should be kept at a minimum and limited to emergency use only. Ringers should be on vibrate while in the workplace. Texting in the workplace is not acceptable on personal devices unless you are on breaks and personal time. Employees may not give their personal cell phone numbers to customers. Customer employee contact needs to happen on EOC devices.

Employees are expected to comply with Agency policies regarding the protection of the employer's confidential and proprietary information when using personal devices.

While operating a vehicle on Agency time, the Agency requires that the driver's personal and/ or work cell phone/mobile device be turned off and the use of hands free devices is not allowed. An employee that needs to make or receive a phone call should pull off the road to a safe location.

Employees may not connect their personal devices to the Agency network or to Agency equipment (computers, printers, etc.).

Employees may have the opportunity to use their personal devices for work purposes. Before using a personal device for work-related purposes, an employee must obtain written authorization from Human Resources. The use of personal devices is limited to certain employees and may be limited based on compatibility of technology.

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

Violation of this policy will subject an employee to disciplinary action up to and including termination of employment.

6.15 Mail Use

Employees are required to limit usage of the Agency's mail service to business purposes only. You may not use the Agency address to receive personal mail. Do not use the Agency postage meter for your personal mail. If you notice any suspicious packages or envelopes, please report this to Human Resources immediately.

6.16 Off-Duty Use of Agency Property or Premises

Employees may not use Agency property for personal use during working time. Employees are responsible for returning Agency property in good condition and repairing or replacing any property damaged as the result of personal use or as the result of negligence. This includes using copy machines, computers, Agency products, or office supplies for personal use without prior authorization.

It is the policy of the Agency to control off duty and nonworking hour use of Agency facilities either for business or personal reasons. Employees are prohibited from using Agency facilities during off duty or non-working hours without the written consent of their supervisor.

6.17 Security

Every employee is responsible for helping to make this a secure work environment. Upon leaving work, make sure windows are closed and locked, employees on the first floor of Hayner House may not open the windows, lock all desks and doors protecting valuable or sensitive material in your work area and report any lost or stolen keys, passes, or other similar devices to your supervisor immediately. You should refrain from discussing with nonemployees specifics regarding Agency security systems, alarms, passwords, etc.

We also request that you immediately advise your supervisor of any known or potential security risks and/or suspicious conduct of employees, customers, or guests of the Agency. Safety and security is the responsibility of every employee and we rely on you to help us keep our premises secure.

Non managerial employees may not be in the building after work hours without the consent of the Department Director.

6.18 Computer Security and Copying of Software

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

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

Agency users may not illegally duplicate any licensed software or related documentation. Unauthorized duplication of software may subject users and/or the Agency to both civil and criminal penalties under the United States Copyright Act. All software acquired by the Agency must be purchased through the Finance Department.

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

6.19 Third Party Disclosures

From time to time, our Agency may become involved in news stories or potential or actual legal proceedings of various kinds. When that happens,

lawyers, former employees, newspapers, law enforcement agencies, and other outside persons may contact our employees to obtain information about the incident or the actual or potential lawsuit.

If you receive such a contact, you should not speak on behalf of the Agency and should refer any call requesting the Agency's position to the Executive Director. If you have any questions about this policy or are not certain what to do when such a contact is made, please contact your supervisor.

6.20 *Employee Incentive Programs*

Employee incentive payments may be approved to reward employees who contribute measurably to the success of the program. The incentive payment is at the discretion of the program director with final approval by the Executive Director. Incentive payment decisions will be guided by factors such as individual or program accomplishments, impartiality and affordability. If an employee's performance is judged superior, s/he may receive an additional increase in the yearly wage increase evaluation, or simply an additional one-time amount. Please see your union agreement for employee compensation language specific to your collective bargaining unit. Employees not in a bargaining unit may ask Human Resources for clarity.

6.21 *Personal Data Changes*

It is your obligation to provide the Agency with all of your current contact information, including current mailing address and telephone number. Please inform the Agency of any changes to your marital or tax withholding status. Failure to do so may result in loss of benefits or delayed receipt of W-2 and other mailings.

7.0 Benefits

7.1 Regular Full-Time Employees

A regular full-time employee is an employee who has completed his or her probationary period and is regularly scheduled to work 30 hours or more per week. Unless stated otherwise, all the benefits provided to employees are for regular full-time employees only. This includes health insurance and other benefits coverage. Holiday, vacation and sick leave are prorated for those employees working less than 40 hours per week.

7.2 Regular Part-Time Employees

Any employee who works less than 30 hours per week is considered a part-time employee. Part-time employees are not eligible for Agency benefits unless specified otherwise in the benefit plan summaries.

7.3 Temporary Employees

Temporary employees are hired for a specific period or specific work project, not to exceed three (3) months in duration. The Agency reserves the right to extend the duration of temporary employment where necessary. Temporary employees are not eligible for employee benefits unless specified otherwise in this handbook or in the benefit plan summaries.

7.4 Exempt Employees

If you are classified as an exempt employee at the time of your hiring, you are not eligible for overtime pay as otherwise required by federal, state, or local laws. If you have a question regarding whether you are an exempt or nonexempt employee, contact your supervisor for clarification.

Exempt staff will follow the half-day rule for the charging of leave time. A staff member must work more than half of their regularly scheduled day in order to request the usage of exempt time. Abuse of this policy may result in disciplinary action.

7.5 Health Insurance

The Agency provides its regular full-time employees who have completed 90 days of employment with health insurance. Medical plan benefits for eligible employees and their dependents are described in detail in the Summary Plan Description (SPD) prepared by the insurance carrier that is available to all eligible employees. These benefits may be canceled or changed at the discretion of the Agency, unless otherwise required by law.

Health benefits during Family and Medical Leave Act (FMLA) leaves are maintained by the Agency on the same terms as if the employee continued to work. Please contact Human Resources for clarification. In such circumstances, arrangements must be made by eligible employees to pay their share of the health insurance premium on a monthly basis to maintain insurance coverage.

Please contact the Human Resources to determine the amount of your contribution. The Agency's obligation to maintain health benefits stops when:

- An employee informs the Agency of an intent not to return to work at the end of the leave period; or
- An employee fails to return to work when the FMLA entitlement is exhausted; or
- An employee's premium contribution is past due.

The Agency will be entitled to recover premiums paid to maintain health insurance coverage for an employee who fails to return to work from leave.

Please understand that plan eligibility does not necessarily mean coverage for all medical treatments or procedures. In addition, under changed circumstances you may be responsible for contributing to the cost of increased premiums. This benefit, as well as other benefits, may be canceled or changed at the discretion of the Agency, unless otherwise required by law.

If you or a dependent become ineligible for benefits due to a change in work hours or through a life event, or you leave employment with us, you may have the right to continue your medical benefits under the Consolidated Omnibus Budget Reconciliation Act (COBRA). The Agency will mail you information about your COBRA rights.

7.6 Disability Insurance

The Agency provides employees with disability income protection when employees miss work due to non-work related disabilities. The terms and conditions for the disability insurance program are outlined in the Summary of Plan Benefits. Please contact Human Resources for a copy of the plan provisions and for any information you need about the benefit.

7.7 Life Insurance

All regular full-time employees who have completed 30 days of employment are provided with life insurance by the Agency. You will be required to notify the benefits administrator of your intended beneficiary. Refer to the Summary Plan Description (SPD) for details about the benefit.

7.8 Dental Insurance

All regular full-time employees who have completed 90 days of employment are eligible for the Agency dental plan. Dental plan benefits are described in detail in the Summary Plan Description (SPD).

7.9 Vision Care Insurance

All regular full-time employees who have completed 90 days of employment are eligible for the Agency vision care plan if a separate one is available from the current healthcare plan. Vision care plan benefits are described in detail in the Summary Plan Description (SPD).

7.10 401(k) Plan

All regular full-time employees who have completed at least one (1) year of employment and worked at least one thousand (1000) hours are eligible to participate in the Agency's 401(k) Plan. After a specified period of employment, this plan provides you with a vested interest related to your length of employment. The Agency makes a contribution on your behalf to the plan which may or may not be matched by your personal contribution.

As with your insurance benefits, refer to the Summary Plan Description (SPD) provided by the benefits administrator for specifics or contact Human Resources for more information.

7.11 Continuing Education Policy and Tuition Assistance

We believe in the continuing education of our employees. If the Agency sends you to a class or training program during normal working hours related to your employment and you are a nonexempt employee, you will be paid training pay for that time. If you are interested in attending an outside class and having the Agency pay for your attendance, you are required to provide advance written notice indicating a description of the class, including the subject matter, length, and cost. Depending on the type of training, the Agency may reimburse some or all of the fees, including materials expenses, meals, and transportation. If your supervisor approves of your attendance at a non-Agency-sponsored class, you will be reimbursed once you have attended and paid for the class.

The Agency may ask an employee to enter into a training reimbursement agreement stating that the Agency anticipates the employee will continue employment for a predetermined period of time following the training in order for the Agency to recover some of the benefit of the investment in the training.

Appendix: Training/Tuition Assistance Agreement

7.12 Holiday Pay

EOC offers the following paid holidays each year:

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day
- Day after Christmas

When an Agency holiday falls on a Saturday, it will be observed the preceding Friday. Holidays falling on a Sunday will be observed the following Monday.

You will receive holiday pay if the holiday falls in the week when you are on vacation or paid leave of absence. You must work the scheduled day before and the scheduled day after a holiday to receive holiday pay, unless the day before or the day after is your normally designated day off, you are on vacation, or you have approved leave.

Holiday pay for full-time employees is computed at the straight time rate of eight hours. In no case may an employee receive more than a normal day's wage for any holiday unless they worked that day.

Please see your collective bargaining agreement for deviations to this policy.

7.13 Vacation Policy

Vacation is paid to regular full-time and part-time employees on a sliding scale basis.

All employees are requested to give at least thirty (30) days' notice to their supervisor of their vacation plans. You will not be eligible to receive pay instead of vacation time, except with Agency permission or upon termination. Any conflict in vacation requests will be decided based on employee seniority and Agency needs. You will not accrue vacation during periods when you are not working and taking unpaid time off from the Agency.

If a holiday occurs during your vacation period your vacation usage will be reduced by that holiday day.

If you are sick during your vacation you may convert that time to sick time with the approval of the Executive Director who may request presentation of medical documentation to verify that the absence was due to illness.

Maximum carryover

Refer to your Summary of Benefits for vacation carryover information.

Minimum Increments of Vacation

The minimum amount of vacation you can use at one time depends on whether you are an exempt or a nonexempt employee. If you are nonexempt, you may not take less than .25 hours off at a time. If you are an exempt employee you must take vacation in increments of not less than one-half day at a time.

Please see the summary of benefits for more information.

7.14 Sick Pay

The Agency allows its regular full-time and part time employees sick days. Give your supervisor as much advance notice as possible if you are going to take sick time off. There may be occasions, such as sudden illness, when you

cannot notify your supervisor in advance. In those situations, you must inform your supervisor of your circumstances as soon as possible. You may also be requested to provide a certificate of illness to your supervisor.

You may use sick leave benefits for the purpose of dental or doctor visits as well as to care for immediate family members who are sick. Unused sick days may not be converted to a cash payment. You may be required to use available sick leave during family and medical leave, disability leave, or other leave.

Sick time accumulation will be capped at a total of ninety (90) working days.

Habitual use of sick time is discouraged and could result in sick leave restriction meaning a physician's notice will be required for each day the restricted employee is out on sick leave.

Personal time can be earned for employees who do not utilize any sick time.

Please see the summary of benefits for more information.

7.15 Leaves of Absence

A leave of absence (leave) is defined as an unpaid approved absence from work for a specified period of time for medical, parental, military, or other approved reasons. If an employee finds that he she must be out of work for more than three days, he or she should contact the Human Resources department to determine if a leave of absence may be necessary. Sick leave without pay may be granted by the Executive Director. All other unpaid leave is not allowed and will be dealt with through disciplinary action including suspension.

While on approved leave, an employee must contact the Human Resources department at least every 30 days. This provision does not apply to employees taking Family and Medical Leave Act (FMLA) leave. Employees taking FMLA leave should consult the documents they are provided for FMLA leave or should discuss such notification or certification issue with Human Resources. Failure to contact HR upon request may result in voluntary termination of employment. Failure to return to work upon the expiration of the leave or refusing an offer of reinstatement for which the employee is qualified will also result in voluntary termination of employment.

Required Documentation

All requests for a leave of absence must be made on a Leave of Absence Request Form for the particular leave (FMLA, disability accommodation, military, pregnancy, other medical leave, personal leave, etc.) and submitted to the immediate supervisor. An employee must provide 30 days' advance notice when the need for the leave of absence is foreseeable; for instance, if medical treatments or other events are planned or known in advance. If the leave of absence is not foreseeable, the employee must provide notice to his or her immediate supervisor as soon as possible. Medical certifications and/or other documentation supporting the need for the leave may be required.

Job Benefits

For leaves other than approved FMLA leaves, EOC will pay its portion of the cost of the employee's benefits including health, dental, life, and disability insurance benefits while an employee is on leave for the end of the monthly billing cycle at which time a COBRA notification will be issued. Family and Medical Leave Act (FMLA) leaves of absence allow for up to 12 weeks of group health insurance continuation coverage in the same manner as if the employee continued to work. The employee must continue to pay his or her portion of the benefits which may be made by payroll deductions (when applicable) or by check which must be submitted to the Human Resources department each pay period unless other arrangements have been made. If the employee fails to pay his or her portion of the benefits for more than 30 days, the employee's coverage(s) will be terminated and the employee will be offered COBRA to continue benefits coverage.

While on leave, employees may be required to use any accrued vacation or sick time (See Sick/Vacation Policy).

No benefits will be accrued while an employee is on unpaid leave. Except as otherwise provided by law, time spent on a leave of absence, except for military reserve duty, will not be counted as time employed in determining an employee's eligibility for benefits that accrue on the basis of length of employment.

Return to Work

Upon return to work, the employee may be required to take a fitness for duty exam or otherwise provide medical clearance.

7.16 Family and Medical Leave of Absence Policy

A. General

We recognize that there are times when an employee may need to be absent from work due to qualifying events under the Family and Medical Leave Act (FMLA). Accordingly, we will provide eligible employees up to a combined total of 12 weeks of unpaid FMLA leave per leave year for the following reasons and any other leave authorized by the FMLA:

- **Parental Leave:** For the birth or placement of an adopted or foster child;
- **Personal Medical Leave:** When an employee is unable to work due to his or her own serious health condition;
- **Family Care Leave:** To care for a spouse, domestic partner, child, or parent with a serious health condition;
- **Military Exigency Leave:** When an employee's spouse, parent, son, or daughter (of any age) experiences a qualifying exigency resulting from military service (applies to active service members deployed to a foreign country, National Guard and Reservists);
- **Military Care Leave:** To care for an employee's spouse, parent, son, daughter (of any age), or next of kin who requires care due to an injury or illness incurred while on active duty or was exacerbated while on active

duty. **Note:** A leave of up to 26 weeks of leave per 12-month period may be taken to care for the injured/ill service member.

B. Key Policy Definitions

- **Eligible employees** under this policy are those who have been employed by our Agency for at least 12 months (need not be consecutive months and under certain circumstances hours missed from work due to military call-up will also be counted) and have performed at least 1,250 hours of service in the 12-month period immediately preceding the date leave is to begin. Employees, who work in small locations with fewer than 50 employees within 75 miles, are not eligible for leave. However, employees should contact Human Resources to discuss other types of leave that might be available for the reasons listed in this policy.
- **Leave year** for the purposes of this policy shall be a rolling 12-month period measured backward from the date an employee uses any FMLA leave.
- A **spouse** means a husband or wife as recognized under state law for the purposes of marriage in the state or other territory or country where the marriage arose.
- A **son or daughter** for the purposes of parental or family leave is defined as a biological, adopted, foster child, step-child, legal ward, or a child for whom the employee stood in loco parentis to, who is (1) under 18 years of age or, (2) 18 years of age or older and incapable of self-care because of physical or mental disability. A son or daughter for the purposes of military exigency or military care leave can be of any age.
- A **parent** means a biological, adoptive, step, or foster parent or any other individual who stood in loco parentis to the employee when the employee was a son or daughter.
- **Next of kin** for the purposes of military care leave is a blood relative other than a spouse, parent, or child in the following order: brothers and sisters, grandparents, aunts and uncles, and first cousins. If a military service member designates in writing another blood relative as his or her caregiver, that individual shall be the only next of kin. In appropriate circumstances, employees may be required to provide documentation of next of kin status.
- A **serious health condition** is an illness, injury, impairment, or physical or mental condition that involves either inpatient care or continuing treatment by a health care provider. Ordinarily, unless complications arise, cosmetic treatments and minor conditions such as the cold, flu, ear aches, upset stomach, minor ulcers, headaches (other than migraines), and routine dental problems are examples of conditions that are not serious health conditions under this policy. If you have any questions about the types of conditions which may qualify, contact Human Resources.
- A **health care provider** is a medical doctor or doctor of osteopathy, physician's assistant, podiatrist, dentist, clinical psychologist, optometrist, nurse practitioner, nurse-midwife, clinical social worker, or Christian Science practitioner licensed by the First Church of Christ. Under limited circumstances, a chiropractor or other provider recognized by our group

health plan for the purposes of certifying a claim for benefits may also be considered a health care provider.

- **Qualifying exigencies** for military exigency leave include:
 - Short-notice call-ups/deployments of seven days or less (**Note:** Leave for this exigency is available for up to seven days beginning the date of call-up notice);
 - Attending official ceremonies, programs, or military events;
 - Special child care needs created by a military call-up including making alternative child care arrangements, handling urgent and non-routine child care situations, arranging for school transfers, or attending school or daycare meetings;
 - Making financial and legal arrangements;
 - Attending counseling sessions for the military service member, the employee, or the military service members' son or daughter who is under 18 years of age or 18 or older but is incapable of self-care because a mental or physical disability;
 - Rest and recuperation (**Note:** Fifteen days of leave is available for this exigency per event);
 - Post-deployment activities such as arrival ceremonies, re-integration briefings, and other official ceremonies sponsored by the military (**Note:** Leave for these events is available during a period of 90 days following the termination of active duty status). This type of leave may also be taken to address circumstances arising from the death of a covered military member while on active duty;
 - Parental care when the military family member is needed to care for a parent who is incapable of self-care (e.g. arranging for alternative care or transfer to a care facility); and
 - Other exigencies that arise that are agreed to by both the Agency and employee.
- A **serious injury/illness** incurred by a service member in the line of active duty or that is exacerbated by active duty is any injury or illness that renders the service member unfit to perform the duties of his or her office, grade, rank, or rating.

C. Notice and Leave Request Process

Foreseeable Need for Leave: If the need for leave is foreseeable because of an expected birth/adoption or planned medical treatment, employees must give at least 30 days' notice. If 30 days' notice is not practicable, notice must be given as soon as possible. Employees are expected to complete and return a leave request form prior to the beginning of leave. **Failure to provide appropriate notice and/or complete and return the necessary paperwork will result in the delay or denial of leave.**

Unforeseeable Need for Leave: If the need for leave is unforeseeable, notice must be provided as soon as practicable and possible under the facts of the particular case. Normal call-in procedures apply to all absences from work including those for which leave under this policy may be requested. Employees are expected to complete and return the necessary leave request form as soon as possible to obtain the leave. **Failure to provide appropriate notice and/or**

complete and return the necessary paperwork on a timely basis will result in the delay or denial of leave.

Leave Request Process: To request leave under this policy, employees must obtain and complete a leave request form from their supervisor or Human Resources and return the completed form to Human Resources. If the need for leave is unforeseeable and employees will be absent more than three days, employees should contact Human Resources by telephone and request that a leave form be mailed to their home. If the need for leave will be fewer than three days, employees must complete and return the leave request form upon returning to work.

Call-in Procedures: In all instances where an employee will be absent, the call-in procedures and standards established for giving notice of absence from work must be followed.

D. Leave Increments

Parental Leave: Leave for the birth or placement of a child must be taken in a single block and cannot be taken on an intermittent or reduced schedule basis. Parental Leave must be completed within 12 months of the birth or placement of the child; however, employees may use parental leave before the placement of an adopted or foster child to consult with attorneys, appear in court, attend counseling sessions, etc.

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

E. Paid Leave Utilization During FMLA Leave

Employees taking parental, family care, military exigency and/or military care leave must utilize available vacation/PTO, personal days, and/or family illness days during this leave. Employees on personal medical leave must utilize available sick, personal, and vacation/PTO days during this leave.

F. Certification and Fitness for Duty Requirements

Employees requesting family care, personal medical or military care leave must provide certification from a health care provider to qualify for leave. Such certification must be provided within 15 days of the request for leave unless it is not practicable under the circumstances despite the employee's diligent efforts. Failure to timely provide certification may result in leave being delayed, denied, or revoked. In the Agency's discretion, employees may also be required to obtain a second and third certification from another health care provider at Agency expense (except for military care leave). Recertification of the continuance of a serious health condition or an injury/illness of a military service member will also be required at appropriate intervals.

Employees requesting a military exigency leave may also be required to provide appropriate active duty orders and subsequent information concerning particular qualifying exigencies involved.

Employees requesting personal medical leave will also be required to provide a fitness for duty certification from their health care provider prior to returning to work.

G. Scheduling Leave and Temporary Transfers

Where possible, employees should attempt to schedule leave so as not to unduly disrupt operations. Employees requesting leave on an intermittent or reduced schedule basis that is foreseeable based on planned medical treatment may be temporarily transferred to another job with equivalent pay and benefits that better accommodates recurring periods of leave.

H. Health Insurance

The Agency will maintain an employee's health insurance coverage during leave on the same basis as if he or she were still working. Employees must continue to make timely payments of their share of the premiums for such coverage. Failure to pay premiums within 30 days of when they are due may result in a lapse of coverage. In this event, the Agency will notify the employee 15 days before the date coverage will lapse that coverage will terminate unless payments are promptly made. Alternatively, at the Agency's option, the Agency may pay the employee's share of the premiums during the leave and recover the costs of this insurance upon the employee's return to work. Coverage that lapses due to nonpayment of premiums will be reinstated immediately upon return to work without a waiting period. Under most circumstances, if an employee does not return to work at the end of leave, the Agency may require the employee to reimburse the Agency for the health insurance premiums paid during the leave.

I. Return to Work

Employees returning to work at the end of leave will be placed in their original job or an equivalent job with equivalent pay and benefits. Employees will not lose any benefits that accrued before leave was taken. Employees may not, however, be entitled to discretionary raises, promotions, bonus payments, or other benefits that become available during the period of leave.

J. Spouse Aggregation

In the case where an employee and his or her spouse are both employed by the Agency, the total number of weeks to which both are entitled in the aggregate because of the birth or placement of a child or to care for a parent with a serious health condition will be limited to 12 weeks per leave year. Similarly, a husband and wife employed by the Agency will be limited to a combined total of 26 weeks of leave to care for a military service member. This 26-week leave period will be reduced, however, by the amount of leave taken for other qualifying FMLA events. This type of leave aggregation does not apply to leave needed because of an employee's own serious health condition, to care for a spouse or child with a serious health condition, or because of a qualifying exigency.

K. General Provisions

Failure to Return: Employees failing to return to work or failing to make a request for an extension of their leave prior to the expiration of the leave will be deemed to have voluntarily terminated their employment.

Alternative Employment: No employee, while on leave of absence, shall work or be gainfully employed either for himself, herself, or others unless express, written permission to perform such outside work has been granted by the Agency. Any employee on a leave of absence who is found to be working elsewhere without permission will be automatically terminated.

False Reason for Leave: Termination will occur if an employee gives a false reason for a leave.

7.17 Military Leave (USERRA)

The Agency complies with applicable federal and state law regarding military leave and re-employment rights. Unpaid military leave of absence will be granted to members of the uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (with amendments) and all applicable state law. Documentation of the need for the leave is required to be submitted to Human Resources. An employee returning from military leave of absence will be reinstated to his or her previous or similar job in accordance with state and federal law. You must notify your manager of your intent to return to employment based on requirements of the law. For more information regarding status, compensation, benefits and reinstatement upon return from military leave, please contact Human Resources.

7.18 Jury Duty and Witness Leave

If you are summoned for jury duty, please make scheduling arrangements with your supervisor as soon as you receive your summons or subpoena. You will receive up to three (3) days per year for paid jury duty leave. You may use personnel or vacation pay during the unpaid jury leave.

7.19 Voting Leave

If your work schedule prevents you from voting on Election Day, the Agency will allow you a reasonable time off to vote. The time when you can go to vote will be at the discretion of your supervisor, consistent with applicable legal requirements.

7.20 Bereavement Leave

EOC recognizes the importance of taking leave on the occasion of a death in the family. Employees are entitled to days off with pay for the bereavement of an immediate relative. The number of days of paid bereavement leave is dependent upon the family relationship. Pay is based on the regular rate for an employee's normal work day. Employees taking bereavement leave must notify their supervisor of their intention to do so. The Agency may request documentation to support absences for bereavement leave.

7.21 Workers' Compensation Insurance

Workers' compensation is a no-fault system designed to provide benefits to all employees for work related injuries. Workers' compensation insurance coverage is paid for by the employer and governed by state law. The workers' compensation system provides for coverage of medical treatment and expenses, occupational disability leave, rehabilitation services, as well as payment for lost wages due to work related injuries.

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

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

7.22 Unemployment Compensation Insurance

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

7.23 COBRA

The Consolidated Omnibus Budget Reconciliation Act (COBRA) provides the opportunity for eligible employees and their beneficiaries to continue health insurance coverage under the Agency health plan when a "qualifying event" could result in the loss of eligibility. Qualifying events include resignation, termination of employment, death of an employee, reduction in hours, a leave of absence, divorce or legal separation, entitlement to Medicare, or where a dependent child no longer meets eligibility requirements.

Please contact Human Resources to learn more about your COBRA rights.

8.0 Safety and Loss Prevention

8.1 General Safety Policy

It is the responsibility of every employee of the Agency to maintain a healthy and safe work environment. Please report all safety hazards and occupational illnesses or injuries to your supervisor immediately and complete an occupational illness or injury form as needed. Failure to follow the Agency's health and safety rules can result in disciplinary action, up to and including termination of employment.

Please refer to the EOC Emergency Evacuation Preparedness Plans and Safety Procedure Manual and the Safety and Disaster Plan.

8.2 Nonsmoking Policy

Saratoga County Economic Opportunity Council (EOC) is committed to providing a safe and healthy environment for visitors, employees, volunteers, contractors, vendors, and other guests. We recognize the health hazards of tobacco use and prohibit the use of any and all tobacco products at EOC facilities both indoors and outdoors. EOC serves as a model for our community and complies with all federal, state and local laws and regulations regarding tobacco use including Article 13-E of the Public Health Law, Clean Indoor Air Act. We are committed to offering positive and helpful intervention strategies as well as treatment resources in addressing this issue.

8.3 No Tolerance Violence Policy

The safety and security of our employees, customers, vendors, volunteers, contractors, and the general public is of essential importance. Threats or acts of violence made by an employee against another person's life, health, well-being, family, or property will not be tolerated. Any act of intimidation, threat of violence, or act of violence committed against any person on Agency property is prohibited. The following definitions apply:

- Intimidation: A physical or verbal act toward another person, the result of which causes that person to reasonably fear for his or her safety or the safety of others.
- Threat of violence: A physical or verbal act which threatens bodily harm to another person or damage to the property of another.
- Act of violence: A physical act, whether or not it causes actual bodily harm to another person or damage to the property of another.

No person shall possess or have control of any firearm, deadly weapon, or prohibited knife, as legally defined, while on Agency property, except as required in the lawful course of business or as authorized by state law.

The following are prohibited:

1. Any act or threat of violence made by an employee against another person's life, health, well-being, family, or property.
2. Any act or threat of violence, which endangers the safety of employees, residents, tenants, vendors, contractors, or the general public.
3. Any act or threat of violence made directly or indirectly by words, gestures, symbols, or email.
4. Use or possession of a weapon on the Agency's premises managed by the Agency as permitted by state law.

It is a requirement that employees report to their supervisor or [Human Resources], in accordance with this policy, any behavior that compromises the Agency's ability to maintain a safe work environment. All reports will be investigated immediately and kept confidential, except where there is a legitimate need to know.

Employees who violate this policy may be subject to criminal charges as well as discipline up to and including immediate termination of employment.

9.0 Customer Relations

9.1 *Program Knowledge*

As an employee of EOC, you are expected to be familiar with the services we offer. Take every opportunity to learn the interrelationship between your department and the others of the Agency. We consider our employees to be the best reflection of our business brand and Agency success.

9.2 *Customer Volunteer and Visitor Relations*

We strive to provide a caring, sensitive and professional environment for our customers. Poverty and the circumstances around those we serve are often easily judged by those who do not have the sensitivity that our employees do. Our customers are the focal point of why we are all here. EOC Employees are expected to treat every customer volunteer or visitor with the utmost respect and courtesy during your working time. You should never argue or act in a disrespectful manner towards a visitor or customer during your working time. If you are having problems with a customer, volunteer or visitor, please notify your supervisor immediately. If a customer, volunteer or visitor voices a suggestion, complaint, or concern regarding our services, please inform your supervisor or a member of management. Lastly, please make every effort to be prompt in following up on customer, volunteer or visitor concerns or questions. Positive customer, volunteer and visitor relations will go a long way to establishing our Agency as a leader in its field.

10.0 Closing Statement

10.1 Closing Statement

Thank you for reading our employee handbook. We hope it has provided you with an understanding of the Agency's mission, history, and structure as well as our current policies and guidelines. We look forward to working with you to create a successful Agency and a safe, productive, and pleasant workplace.

Anita Paley, Executive Director

Saratoga County Economic Opportunity Council, Inc.

11.0 Acknowledgment of Receipt and Review

11.1 Acknowledgment of Receipt and Review

By signing below, I acknowledge that I have received the Employee Handbook either electronically transmitted through email or in hard copy, and understand that it is my responsibility to read the Employee Handbook in its entirety. I agree to comply with the rules, policies, and procedures set forth herein, as well as any revisions made to the Employee Handbook in the future. I also understand that if I violate the rules, policies, and procedures set forth herein that I may be subject to discipline, up to and including termination of my employment.

I understand that the Employee Handbook contains information about the employment policies and practices of the Agency. I understand that the policies outlined in this Employee Handbook are management guidelines only, which in a developing business will require changes from time to time. I understand that the Agency retains the right to make decisions involving employment as needed in order to conduct its work in a manner that is beneficial to the employees and the Agency. I understand that this Employee Handbook supersedes and replaces any and all prior Employee Handbooks and any inconsistent verbal or written policy statements.

I understand that except for the policy of at-will employment, which can only be changed by the Executive Director in a written and signed document, the Agency reserves the right to revise, delete, and add to the provisions of this Employee Handbook at any time without further notice. I understand that no oral statements or representations can change the provisions of this Employee Handbook. I understand that this Employee Handbook is not intended to create contractual obligations with respect to any matters it covers and that the Employee Handbook does not create a contract guaranteeing that I will be employed for any specific time period. I understand nothing in this handbook is created to infringe on any available legal rights.

I understand that this Employee Handbook refers to current benefit plans maintained by the Agency and that I must refer to the actual plan documents and summary plan descriptions as these documents are controlling.

If I have questions about the content or interpretation of the Employee Handbook, I will ask my supervisor or Human Resources.

Date

Signature of Employee

Print Name

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