

Saratoga County Economic Opportunity Council, Inc.

EMPLOYEE HANDBOOK



Board of Directors Approved
May 2018

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Attachments:

Code of Conduct and Ethics

Confidentiality Policy

Whistleblower Policy

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 (SCEOC) 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 SCEOC. We hope that your employment with SCEOC 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 SCEOC!

Jo Anne Hume, Executive Director

Saratoga County Economic Opportunity Council, Inc.

Agency Overview:

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 SCEOC became incorporated in 1965, when several disparate groups including a local welfare rights organization and the County Board of Supervisors joined forces. The Agency 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 SCEOC Board began working in tandem with the Head Start/Early Head Start Policy Council.

SCEOC 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.

The Community Services Program offers crisis intervention, advocacy and referral services in conjunction with an emergency food pantry, mobile food pantry and rural food delivery services. Staff are also trained in family development services and VITA Tax to better serve our customers. In 1986, SCEOC was awarded a onetime discretionary grant to begin a Soup Kitchen on a one-day per week basis. By 2008, it was renamed the SCEOC Community Lunch Program, where meals are served seven days per week, sometimes exceeding over 100 lunches a day.

The Latino Community Advocacy Program (LCAP) was started in 2005 as part of the Community Services Department. It provides 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 our low income customers with clothing suitable for a work environment.

SCEOC was awarded the Weatherization Assistance Program contract in the 1970's and has operated a successful program since its inception. In 1998 the Agency was also awarded the Weatherization Assistance Program contract for Schenectady County. Assistance is offered to HEAP eligible low-income residents by providing a thorough energy audit and energy conservation work on a customer's home to ensure energy savings.

SCEOC has been the 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 food and nutrition education services to their families.

The Head Start Program is another family based resource offered to pregnant women, and families which also became available through SCEOC in 2005. The program serves 434 families and it employs over 100 staff members. This is a child-focused program with the overall goal of increasing school readiness of young children while promoting healthy family functioning.

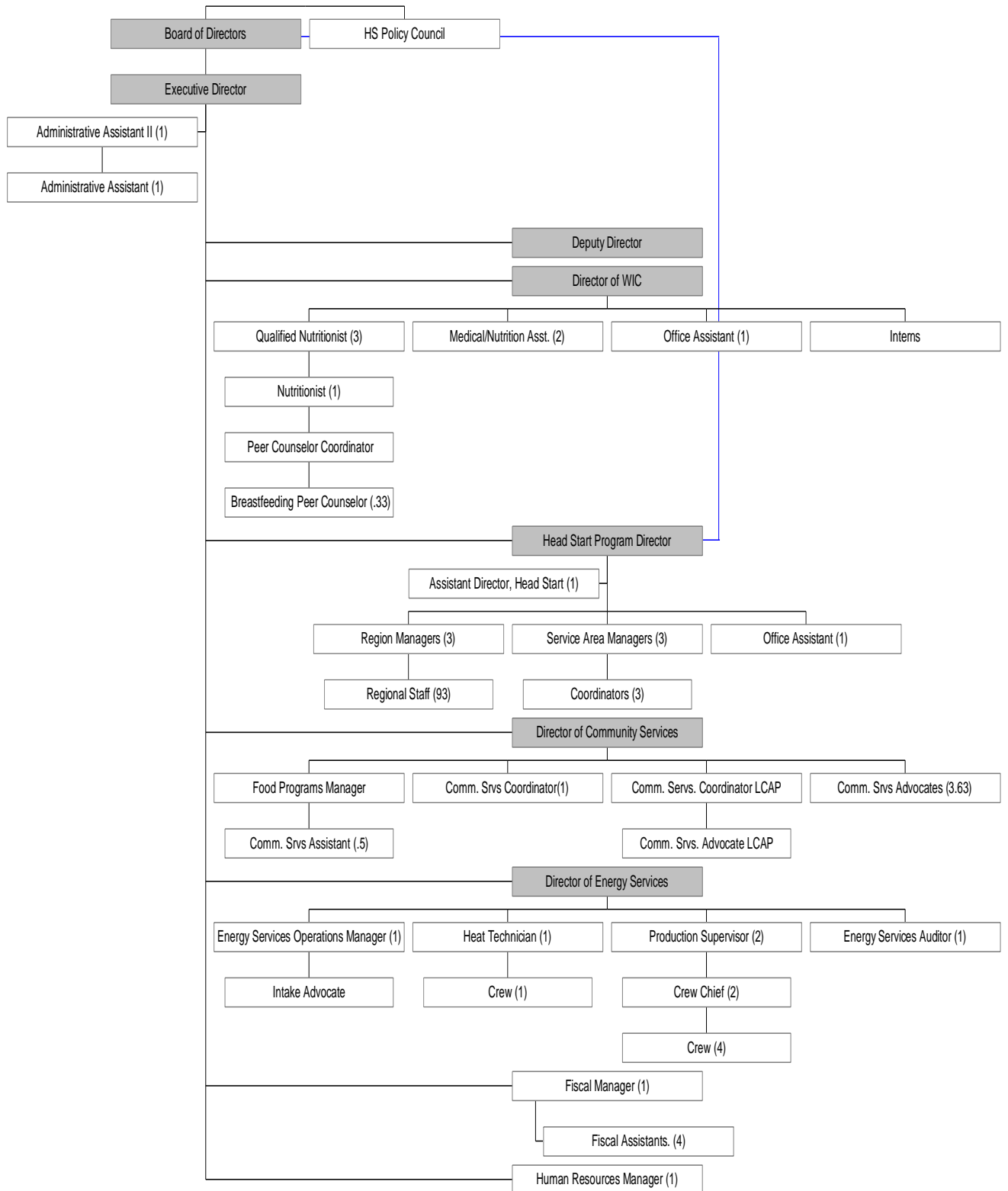
Mission Statement:

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

Vision Statement:

The community leader, helping people to help themselves.

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. 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. 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.

1.0 At-Will Employment

All employees of Saratoga County Economic Opportunity Council, Inc. (SCEOC) are employees at will and as such, are free to resign at any time with or without reason. SCEOC 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 the Agency. 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 SCEOC practice, is intended to create or guarantee any term of employment or benefits.

2.0 Ethics Code / Fraternization Policy

SCEOC 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.

Fraternization Policy

It is the policy of SCEOC to establish an environment where the Board of Directors, Executive Officer, Program Directors and all employees of the Agency 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. Fraternization 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 management or supervisory 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 the Agency 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.

Attachment I: Code of Conduct and Ethics

3.0 Hiring and Orientation Policies

3.1 EEO Statement, Non-harassment Policy and Workplace Anti-bullying

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, creed, color, national origin, ancestry, religion, sex, pregnancy (including childbirth, lactation and related medical conditions), physical or mental disability, predisposing genetic characteristics (including testing and characteristics), veteran status, uniformed service member status, sexual orientation, gender identity, familial status, marital status, domestic violence victim 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

SCEOC 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, creed, color, national origin, ancestry,

religion, sex, pregnancy (including childbirth, lactation and related medical conditions), physical or mental disability, predisposing genetic characteristics (including testing and characteristics), veteran status, uniformed service member status, sexual orientation, gender identity, familial status, marital status, domestic violence victim 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, sending sexually suggestive/explicit messages and pictures via email, text message or other social networking sites either during or after work hours 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 SCEOC 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, creed, color, national origin, ancestry, religion, sex, pregnancy (including childbirth, lactation and related medical conditions), physical or mental disability, predisposing genetic characteristics (including testing and characteristics), veteran status, uniformed service member status, sexual orientation, gender identity, familial status, marital status, domestic violence victim 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, inappropriate or harassing jokes, 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 (electronic or otherwise) is required to immediately notify their supervisor, the Manager of Human Resources, or other manager at the Agency.

SCEOC 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.

Directors, Managers and Supervisors at all levels are responsible for preventing harassment and must immediately report complaints or conduct by anyone (coworker, supervisor, or nonemployee) that may be harassment, even if it looked welcomed.

Workplace Anti-bullying Policy

Objective

The purpose of this policy is to communicate to all employees, including supervisors, managers and executives, that SCEOC will not tolerate bullying behavior in any form. Employees found in violation of this policy will be disciplined, up to and including discharge.

Definition

SCEOC defines bullying as repeated inappropriate behavior, either direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others. All employees must be treated with dignity and respect.

Types of Bullying

Bullying may be intentional or unintentional. However, when an allegation of bullying is made, the intention of the alleged bully is irrelevant and will not be

given consideration in taking disciplinary action. It is the effect of the behavior on the individual that is important. The following are general types of behavior that are considered as bullying:

- **Verbal bullying:** Slandering, ridiculing or maligning a person or his or her family; persistent name calling that is hurtful, insulting or humiliating; using a person as the brunt of jokes; abusive and offensive remarks.
- **Physical bullying:** Pushing, shoving, kicking, poking, tripping, assault or threat of physical assault, damage to a person's work area or property.
- **Gesture bullying:** Nonverbal threatening gestures, including hand gestures and glances that can convey threatening messages.
- **Exclusion:** Socially or physically excluding or disregarding a person in work-related activities.

For example purposes only, the following may constitute or contribute to evidence of bullying:

- Persistent singling out of one person.
- Shouting or raising your voice at an individual in public or in private.
- Using verbal or obscene gestures.
- Not allowing the person to speak or express himself or herself (i.e., ignoring or interrupting).
- Personal insults and use of offensive nicknames.
- Public humiliation in any form.
- Constant criticism on matters unrelated or minimally related to the person's job performance or description.
- Repeatedly accusing someone of errors that cannot be documented.
- Deliberately interfering with mail and other communications.
- Spreading rumors and gossip regarding individuals.
- Inflicting menial tasks not in keeping with the normal responsibilities of the job.

Reporting

If you believe that you have been the subject of any bullying behavior, please contact SCEOC's Human Resources Department immediately. If someone in SCEOC's Human Resources Department is unavailable or if you believe it would be inappropriate to contact that Department (or if you have not received a prompt and fully acceptable reply within three business days), you should immediately contact SCEOC's Executive Director.

Every report will be promptly and fully investigated and corrective action will be taken, up to and including discharge of any employee(s) who violates this policy.

In addition, SCEOC will not allow any form of retaliation against individuals who report alleged violations of this policy or who cooperate in SCEOC's investigation of such reports. Retaliation is unacceptable. Any form of retaliation in violation of this policy will result in disciplinary action, up to and including discharge

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, including pregnancy related impairments or mental impairments 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. A physical or mental impairment substantially limits one or more of the major life activities.

Procedure for reasonable accommodation requests:

- Employee advises Human Resources and supervisor of the need for accommodation. Employee completes a Request for Accommodation form 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.
- If an employee is medically unable to perform their job due to the employee's health condition, such employee may be granted a medical leave of absence for a period not to exceed six (6) months. Refer to the Leave of Absence Policy for further details.

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

SCEOC 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 SCEOC'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

SCEOC 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

SCEOC 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.

Appendix A: Staff and Volunteer 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

SCEOC 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 SCEOC 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 SCEOC and your job responsibilities. During this time we will have the opportunity to monitor the quality and value of your performance. If, during, or 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

SCEOC 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 SCEOC will be described, and the skills, abilities and other characteristics needed for success will be specified by the Director/Manager/Supervisor 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 SCEOC 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 SCEOC 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/Onboarding:

- All new employees are required to attend SCEOC's orientation coordinated by the Human Resources Department within 60 days of their hire date. Orientation is held on the second Thursday of each month or when appropriate.
- 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.

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 and Safe Harbor Policy

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.

Safe Harbor Policy

It is SCEOC's policy and practice to accurately and properly compensate employees and comply with all applicable New York State and federal laws. To ensure that you are paid properly for all time worked and that no improper deductions are made, you must record correctly all work time and review your paychecks promptly to identify and to report all errors. You also must not engage in off-the-clock work or work overtime that has not been previously authorized.

Non-exempt Employees

If you are eligible for overtime pay or for any additional pay to your base wages, you must maintain a record of the total hours you work each day. These hours must be accurately recorded on a time sheet that will be provided to you. Each employee must sign his or her time sheet to verify that the reported hours worked are complete and accurate. Your time sheet must accurately reflect all regular and overtime hours worked, any absences, early or late arrivals, early or late departures and meal breaks. At the end of each week, you should submit your completed time sheet for verification and approval. When you receive your pay check, please verify immediately that you were paid correctly for all regular and overtime hours worked each workweek.

Exempt Employees

If you are classified as an exempt salaried employee, you will receive a salary which is intended to compensate you for all hours that you may work for SCEOC. This salary will be established at the time of hire or when you become classified as an exempt employee. While it may be subject to review and modification from time to time, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work you perform.

You will receive your full salary for any workweek in which work is performed. However, under federal and New York State law, your salary is subject to certain deductions. For example purposes only, your salary can be reduced for the following reasons in a workweek in which work was performed:

- One-half day or full day absences for personal reasons, including vacation.
- One-half day or full day absences for sickness or disability.
- One-half day or full day disciplinary suspensions for violations of SCEOC's policies and procedures or for misconduct.
- Family and Medical Leave absences.
- To offset amounts received as payment for jury and witness fees or military pay.

Your salary also may be reduced for certain types of deductions, such as: your portion of health, or dental insurance premiums; state, federal or local taxes, social security; or voluntary contributions to a 401(k) plan. In any workweek in which you performed any work, your salary will not be reduced for any of the following reasons:

- Hourly absences for personal reasons, sickness or disability.
- Your absence because SCEOC is closed on a scheduled work day.
- Any other deductions prohibited by state or federal law.

Please note: You will be required to use accrued vacation, personal or other forms of paid time off for full or half day absences for personal reasons, sickness or disability.

To Report Violations of This Policy, Communicate Concerns, or Obtain More Information

It is a violation of SCEOC's policy for any employee to falsify a time sheet, or to alter another employee's time sheet. It is also a violation of SCEOC's policy for any employee or manager to instruct another employee to incorrectly or falsely report hours worked or alter another employee's time sheet to under- or over-report hours worked. If any manager or employee instructs you to (1) incorrectly or falsely under- or over-report your hours worked, (2) alter another employee's time records to inaccurately or falsely report that employee's hours worked, or (3) conceal any falsification of time records or to violate this policy, do not do so. Instead, report it immediately to the Fiscal/HR Department.

You should not work any hours outside of your scheduled work day unless your supervisor has authorized the unscheduled work in advance. Do not start work early, finish work late, work during a meal break or perform any other extra or overtime work unless you are authorized to do so and that time is recorded on your time sheet. Employees are prohibited from performing any "off-the-clock" work. "Off-the-clock" work means work you may perform but fail to report on your time sheet. Any employee who fails to report or inaccurately reports any hours worked will be subject to disciplinary action, up to and including discharge.

If you have questions about deductions from your pay, please contact SCEOC's Human Resources Department immediately. If you believe your wages have been subject to any improper deductions or your pay does not accurately reflect all authorized hours worked, you should report your concerns to SCEOC's Fiscal/HR Department immediately. If someone in that Department is unavailable or if you believe it would be inappropriate to contact that Department (or if you have not received a prompt and fully acceptable reply within three business days), you should immediately contact SCEOC's Executive Director.

Every report will be promptly and fully investigated and corrective action will be taken, up to and including discharge of any employee(s) who violates this policy.

In addition, SCEOC will not allow any form of retaliation against individuals who report alleged violations of this policy or who cooperate in SCEOC's investigation of such reports. Retaliation is unacceptable. Any form of retaliation in violation of this policy will result in disciplinary action, up to and including discharge.

Review Your Pay Stub

SCEOC makes every effort to ensure our employees are paid correctly. Occasionally, but rarely, however, inadvertent mistakes can happen. When mistakes do happen and are called to our attention, SCEOC promptly will make any correction that is necessary. Please review your pay stub when you receive it to make sure it is correct. If you believe a mistake has occurred or if you have any questions, please contact the Fiscal/HR Department.

4.4 Direct Deposit

We encourage all employees to enroll in direct deposit. If you would like to take advantage of direct deposit, ask Fiscal/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 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.

4.7 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. An absence of three or more consecutive days will require supporting documentation from a physician.

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.

4.8 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.

4.9 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.

4.10 Accommodations for Nursing Mothers

SCEOC will make every effort to provide nursing mothers reasonable break time to express milk for their infant children for up to three years 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.

4.11 Travel Time Pay

Some nonexempt positions within SCEOC require travel. SCEOC 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. SCEOC will also consider as work time that time spent in travel away from home during 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.

4.12 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. A Meal/Travel Advance Request form can be obtained from the Fiscal/HR Department. 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 attached.

Appendix B: Reimbursement Voucher

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 discounted rates. The most 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 using the Local Travel Reimbursement Statement form attached. The Executive Director must authorize any deviation from this policy.

Appendix C: Local Travel Expense Statement

Employee Reporting

Employees are to report their approved expenses on the Reimbursement Voucher form 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.

4.13 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

SCEOC forbids employees from soliciting for themselves or a third party anything of value from anyone in return for any business, service or confidential information. It also prohibits acceptance of anything of value from a vendor, supplier or customer in connection with the agency, with the intention of being influenced or rewarded in connection with any business transactions. Therefore, gifts, entertainment or favors from customers, prospective customers, suppliers or other employees are discouraged. When it is acceptable, you may only accept gifts of nominal value (generally valued at less than \$25). 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.

5.0 Performance, Discipline, Layoff, and Termination

5.1 Performance Improvement

SCEOC 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

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

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. SCEOC 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

SCEOC 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 misconduct 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.

- Fighting with, verbal or physical threats to harm or harassment (as defined in our EEO policies) of, any fellow employee, vendor, or customer.
- Offensive, intimidating, malicious or insulting behavior towards a co-worker or supervisor.
- Use of obscene or harassing (as defined by our EEO policies) language in the workplace.
- Refusal or failure to follow directions or to perform a requested or required job task.
- Insubordination or a willful or intentional failure to obey a lawful and reasonable request of a supervisor.
- Unruly, insolent or delinquent behavior towards a supervisor.
- Refusal or failure to follow safety rules and procedures.
- Possession of potentially hazardous or dangerous property such as firearms, weapons, chemicals, etc., without prior authorization.
- Lending keys, keycards or other Agency property to unauthorized persons.
- Working unauthorized overtime.
- Excessive tardiness or absences.
- Smoking in non-designated areas.
- Failure to dress according to Agency policy.
- Gambling on Agency premises.
- Taking or destroying Agency property.
- Outside employment which interferes with your ability to perform your job at this Agency.
- Solicitation of fellow employees on the Agency premises during working time (Refer to Non-solicitation/Non-distribution Policy).

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, performance or SCEOC. 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

SCEOC 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, SCEOC 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, SCEOC 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

SCEOC, 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 SCEOC work locations is prohibited.
- Any SCEOC 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, the Agency 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, SCEOC, 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 the Agency, 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 when he or she violates the rules of conduct, or when 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 Offboarding Process

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.

Resignation

Employees who resign voluntarily or retire and provide no less than two (2) weeks' notice will be paid for all unused, accrued vacation time. It is required that an exiting employee will work for the entire notice period based on work schedule established and will not use vacation, sick or personal time during his or her notice period. Regular employees who do not offer a two week resignation, will not receive a payout of their unused accrued vacation time. Sick and personal time are not paid out upon termination.

5.12 Post-Employment Reference Policy

We will only 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.

5.13 Child Abuse or Maltreatment Policy

SCEOC will not tolerate any form of abuse or maltreatment of a child. Work related incidents that involve staff are reported to the required state authorities and Management. Staff that suspect a coworker of abusing/maltreating a child must report their concerns to their manager immediately. Employee's working closely with children are required to notify the agency if they are involved in an incident during non-working hours. Employees involved in an investigation will be removed from involvement with children and placed on suspension until the investigation is completed. Investigations are completed by the Office of Family and Children Services and/or Child Protective Services. Results of an investigation are used as a determining factor towards future employment.

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 Executive 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.

Appendix D: Auto Accident Reporting Form

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 also 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, agency provided cell 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. This property is to be used for business related purposes only. 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 or offsite 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

Using Social Media at Work

All employees are to refrain from using social media, personal cell phones, or cameras on smart devices while on work time; unless it is work related as authorized by your manager and consistent with the Agency Equipment Policy.

At SCEOC we understand that personal use of 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 SCEOC.

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 SCEOC, 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. In no event shall pictures or photographs of any type depicting any of the Agency's sites, Agency's employees, or individuals receiving services from the Agency be included in the content of any social media.

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 SCEOC
- 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 SCEOC. 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.

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

SCEOC 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 in the break room only 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 or groomed, you will be asked to clock out, 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 SCEOC 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, cell phones 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. Inappropriate use of electronic communications and company property can lead to disciplinary action up to and including termination.

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

A regular part-time employee is an employee who has completed his or her probationary period and works less than 30 hours per week. 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.

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

Health Insurance Buyout

SCEOC offers a buyout option in the event an employee already has health benefits through a family member. The agency provides a stipend to employees in four installments a year and the employee must submit proof of their other current benefits for every payment. This is offered to non-Head Start staff and any Head Start employee hired prior to May 1, 2017. Employees who leave the agency for any reason, will only receive a prorated amount of the buyout up to their last day worked.

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 may make 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/Tuition Assistance and Training

We believe in the continuing education of our employees.

If you are interested in attending a job related outside class and having the Agency pay for your tuition or fees, you are required to provide advance written notice indicating a description of the class, including the subject matter, length, and cost. Further details can be found in the Tuition Assistance Plan and Request Form. If you are approved to participate in a non-Agency-sponsored class, you will be reimbursed once you have attended and paid for the class.

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. Depending on the type of training, the Agency may reimburse some or all of the fees, including materials expenses, meals, and transportation.

SCEOC may ask an employee to enter into a reimbursement agreement stating the Agency anticipates the employee will continue employment for a predetermined period of time following the training or continuing education classes in order for the Agency to recover some of the benefit of the investment in the training and education.

Appendix E: Tuition Assistance Plan, Request for Tuition Assistance Form

Appendix F: Training Assistance Reimbursement Agreement

7.12 Holiday Pay

SCEOC 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 before or 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 agency sick leave. You must work the full scheduled day before and the full 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 pre-approved sick leave. An employee may not use sick leave the day before or the day after a holiday unless the employee provides a doctor's note.

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. Part-time and temporary staff will receive holiday pay if the holiday falls on their regular work 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 leave time from the Agency.

Non Head Start staff are able to use accrued vacation time after they have reached their six month probationary date. However, if any employee is terminated prior to the six month date, vacation time will not be paid out.

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.

All accrued vacation hours exceeding the 80 hour balance, must be used or forfeited on the anniversary date, except with the written permission of the Executive Director.

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 and Personal Time Policy

Sick Time

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 shall 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.

Excessive absenteeism will not be tolerated, and will be subject to disciplinary action. Habitual use of sick time is discouraged and could result in sick leave restriction where a physician's notice will be required for each day the restricted employee is out on sick leave. The goal of placing an employee on Sick Leave Restriction is to correct attendance issues by giving the employee notice and an opportunity to improve. Managers or supervisors can issue Sick Leave Restriction notices any time an employee's attendance or conduct indicates that sick leave is being used inappropriately. Reasons for the restriction may include using sick leave, or other leaves in lieu of sick leave, as soon as the leave is earned; having a pattern of unscheduled sick leave requests or usage; habitual tardiness based on reports of illness; or indications that an employee's justification for using sick leave is false. Restrictions will be imposed for six months. Any request for use of accrued vacation or personal time must be pre-approved using a Leave Request Form. Following the initial period of Sick Leave Restriction, employees who improve their attendance may have the Sick Leave Restriction lifted.

Leave without pay is not allowed. Employees who exhaust their paid leave and continue to be absent from work will be subject to disciplinary action. However, the Executive Director may authorize leave without pay for appropriate medical reasons only.

At the discretion of the Executive Director or delegate thereof, employees have the option to donate their unused sick leave to other employees who have a serious illness or medical problem. Whenever possible, requests must be submitted in writing to the Human Resources Department prior to the commencement of the other employee's leave. The employee donating sick time must intend on continuing employment with the agency and have at least eighty (80) hours of sick leave remaining after the donation. The donee must

have verifiable prognosis of serious illness that will be thirty (30) or more days in duration.

Personal Time

The Agency allows its regular full-time and part time employees accrued personal time. Additional accrued personal time can be earned for employees who do not utilize any sick time. All employees are expected to give at least one week's notice to their supervisor when requesting personal time. Personal time may not be carried over past the end of the calendar year. Personal time will not accrue while an employee is on an unpaid leave of absence. If an employee leaves employment, and more personal leave has been taken than accrued, a deduction will be taken in the final paycheck.

An employee terminating employment with the agency will not be paid out for accumulated sick or personal leave.

Please see the summary of benefits for more information.

7.15 Leaves of Absence and Paid Family Leave Policy

Leave 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.

If an employee is medically unable to perform the employee's job duties due to the employee's health condition, such employee may be granted a medical leave of absence for a period not to exceed six (6) months.

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, SCEOC 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, sick and/or personal time (See Vacation/Sick/Personal 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.

Health Insurance buyout payments will not be distributed to employees on leave unless they have hours worked in the previous quarter. If applicable, the buyout will be prorated based on hours worked.

Return to Work

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

Paid Family Leave of Absence Policy

Effective January 1, 2018, Saratoga County EOC will provide paid leave (up to a certain percentage of your weekly wages) to eligible employees pursuant to New York's Paid Family Leave Benefits Law.

Eligibility

To be eligible, employees must: (i) regularly work 20 or more hours per week and be employed for at least 26 consecutive work weeks preceding the first full day family leave is taken; or (ii) regularly work less than 20 hours per week and be employed for at least 175 days preceding the first full day leave is taken.

Permissible Purposes for Leave

The New York State Paid Family Leave Program will provide New Yorkers job-protected, paid leave for the following reasons:

- Leave to participate in providing care, including physical or psychological care, to a family member with a serious health condition;
- Leave to bond with the employee's child during the first 12 months after the child's birth or after the placement of a child for adoption or foster care with the employee; or
- Leave taken because of any qualifying exigency as interpreted under the federal Family and Medical Leave Act (FMLA) arising out of the fact that the spouse, domestic partner, child or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the U.S. Armed Forces.

For purposes of family leave, "family member" is defined as a child, parent, grandparent, grandchild, spouse or domestic partner. The definition of a "serious health condition" is similar to the definition under the federal FMLA.

Notice of Need for Paid Family Leave

An employee must provide at least 30 days advance notice before leave is to begin if the qualifying reason for leave is foreseeable. When not foreseeable, the employee must provide notice as soon as practicable under the facts and circumstances and within the time prescribed by our usual and customary notice requirements. Failure to provide timely notice may result in leave being delayed or denied.

Certification

Eligible employees who wish to take paid leave must comply with applicable certification requirements and may be required to provide additional documentation (such as copies of military orders), as permitted by law. Unlike disability leave, there is no waiting period for the benefit to begin. The employee must file a claim within 30 calendar days after the first day of leave. The carrier will review the claim for PFL and approve or deny it within 18 calendar days of receipt. Employee's whose claims are denied, are able to appeal to the carrier.

Deductions

New York's paid family leave benefits will be funded through deductions from employee's paychecks. Under the new law, employers are not responsible for contributing to, or funding paid family leave benefits. Deductions begin on an eligible employee's first date of hire. The deduction rate, which is set by New York State and is the same for everyone, is 0.126% of each employee's weekly wage with a weekly wage cap of \$1,305.92. The maximum contribution is \$1.65 each week. The deduction rate is subject to change every year in September for the following benefit year.

Use of Other Leave and Interplay

Employees may, but are not required to, use unused vacation days while on paid family leave in order to receive full pay. In such case, SCEOC will seek reimbursement from the carrier out of any family leave benefits due prior to the carrier's payment of such family leave benefit to you.

Paid family leave will run concurrently with leave taken pursuant to the Family and Medical Leave Act (with the exception of leave taken due to the employee's own health condition).

Job and Benefits Protection

Leave taken under this policy is job protected. Thus, the Agency must generally restore an employee who returns from leave to the same or a comparable position. While on leave, employees will continue to receive existing health insurance coverage, provided that they continue to pay their share of health insurance premiums. You may lose coverage retroactively to the date an unpaid premium was due (upon proper notice from our carrier) if you fail to pay your portion of the premium in a timely fashion. 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.

Limitations and Rules Related to Use of Paid Family Leave

Paid family leave may only be taken in full day increments, unless otherwise provided by law.

Disability leave and paid family leave may not be used at the same time. You will not be entitled to paid family leave if your family leave combined with disability benefits previously received exceeds 26 weeks during the same 52 consecutive calendar weeks.

Funding of Paid Family Leave Benefits

In accordance with state law, paid leave benefits are funded through payroll deductions at a prescribed amount from each eligible employee. Under the new law, employers are not responsible for contributing to, or funding paid family leave benefits

General Provisions

Paid Family Leave will phase in over 4 years with a gradually increasing benefit amount and duration, as depicted below.

Effective Date	Maximum Length of Paid Leave	Amount of PFL Benefits (expressed as % of the employee's average weekly wage (AWW))	Maximum Amount of PFL Benefits Payable (expressed as % of the NY AWW)
January 1, 2018	8 weeks	50%	50%
January 1, 2019	10 weeks	55%	55%
January 1, 2020	10 weeks	60%	60%
January 1, 2021	12 weeks	67%	67%

Employees who are ineligible for paid family leave will be given the option of filing a waiver of benefits, exempting them from payroll deductions, as permitted by law.

Return to Work

An employee who takes time off for a permitted paid family leave reason must be reinstated to his or her original position upon return to work, or reinstated to a comparable position with equal pay, benefits and other terms and conditions of employment. In addition, an employer may not retaliate against an employee who takes paid family leave.

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 due to 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.

Military Spouse Leave

Employees are entitled to take up to ten days of unpaid leave when their military spouse is on leave from military service. The employee must work 20 hours or more per week and be the spouse of a member of the armed forces of the United States, the National Guard or military reserve who has been deployed during a period of military conflict to a combat theater or combat zone

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. Sick time may not be used for unpaid jury leave.

Crime Victim and Criminal Proceeding Leave Policy

Subject to the terms and conditions set forth below, this Policy applies to any employee of SCEOC who is the victim of a criminal offense or exercises his or rights as a victim (as provided under the applicable sections of the New York criminal procedure law and executive law), or who is subpoenaed to attend a criminal proceeding as a witness (pursuant to the applicable section of the New York criminal procedure law) (collectively, “covered employees”).

In accordance with New York Penal Law § 215.14 and the terms and conditions of this Policy, the Agency may not discharge or otherwise penalize a covered employee on account of his or her absence from work where he or she notifies the Agency prior to taking leave of his or her intent to appear as a witness in a criminal proceeding, to consult with the district attorney, or to exercise his or her rights as a victim (as provided in the applicable sections of the New York criminal procedure law, family court act and executive law).

Leave taken pursuant to this policy will be unpaid. A covered employee may elect to use accrued time off in order to receive pay for this time. Such paid leave will run concurrently with the leave afforded under this Policy.

Upon request of the Agency, a covered employee shall provide verification of his or her time out the office from the party who sought the attendance or testimony.

A “victim” includes the aggrieved party, or the aggrieved party's next of kin if the aggrieved party is deceased as a result of the offense; the representative of a victim (as defined in the applicable section of the New York executive law); a good Samaritan (as defined in the applicable section of the New York executive law); or a person pursuing an application or enforcement of an order of protection (under the applicable sections of the New York criminal procedure law or the family court act).

7.19 Blood Donation Leave

Employees are entitled to three (3) hours of unpaid leave per calendar year for the purpose of donating blood. Employees are permitted to use accrued time off in order to receive pay for these hours. You must provide three (3) working days' notice of the need for blood donation leave. Employees are required to show sufficient proof of blood donations.

7.20 Bone Marrow Donation Leave

Employees who need scheduled work time off to undergo a medical procedure to donate bone marrow are eligible for unpaid leave not to exceed twenty-four (24) hours in combined length. This leave should be scheduled in advance with the employee's supervisor. The Agency may require verification by a physician as to the purpose and length of each leave requested. Employees may use accrued time off in order to receive pay for this time.

7.21 Volunteer Emergency Responder Leave

During the time of emergency that follows a “declaration of emergency” (as that term is defined by applicable state law), an employee is entitled to take leave while engaged in the actual performance of his or her duties as (a) a volunteer firefighter, or (b) an enrolled member of a volunteer ambulance service (as that term is defined by applicable state law), as applicable, unless the Agency determines that the employee’s absence would impose an “undue hardship” on the conduct of the Agency’s business (as that standard is defined by applicable state law).

An employee must provide the Agency with written notice from the head of the employee’s volunteer fire department or volunteer ambulance service notifying the employer of the employee’s status as a volunteer firefighter or member of a volunteer ambulance service.

Upon request, an employee who has been granted leave conditionally under this Policy shall provide his or her supervisor with a notarized statement from the head of the volunteer fire department or volunteer ambulance service, as applicable, certifying the period of time(s) that the employee responded to any emergency covered under this Policy.

Employees are permitted to use accrued time off in order to receive pay for these hours.

7.22 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.

7.23 Bereavement Leave

SCEOC recognizes the importance of taking leave on the occasion of a death in the family. Employees taking bereavement leave must notify their supervisor of their intention to do so. Employees are entitled to five days off with pay for the bereavement of an immediate relative. An immediate relative is defined as a spouse/domestic partner, child/stepchild, parent, sibling, grandparent, and grandchild. Three days of bereavement leave will be granted for aunt/uncle, mother/father-in-law, brother/sister-in-law, daughter/son in-law, or any relative no further removed by blood or marriage and any other members of the household of which the employee is a part. Employees may request the use of accrued personal or vacation time in addition to the above with a supervisor’s approval. An employee must provide written verification of the passing, including name, date and location as well as the relationship between the employee and the deceased. One bereavement day may be saved to use at a later date in the event of a special circumstance for that death, such as a spring burial. Pay is based on the regular rate for an employee's normal work day.

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

7.24 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 incident report. You will be required to submit a medical release before you can return to work.

7.25 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.

7.26 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 incident form as needed. Employees are strongly encouraged to follow the Agency's health and safety rules. Employees will receive no retaliation or retribution for reporting or failing to report safety hazards and occupational illnesses or injuries. Please refer to the SCEOC Emergency Evacuation Preparedness Plans and Safety Procedure Manual and the Safety and Disaster Plan.

8.2 Nonsmoking Policy

Saratoga County Economic Opportunity Council (SCEOC) 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 including e-cigarettes and vaping products at Agency facilities both indoors and outdoors. Smoking is prohibited within twenty-five feet of the main office and each Head Start site has its own designated smoking location. Staff are expected to comply with these designations. SCEOC 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 SCEOC, 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. SCEOC 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, vision, 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.

Jo Anne Hume, 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

Employee Copy – see duplicate copy attached for employee signature and file

Appendices as follows:

Appendix A: Staff and Volunteer Conflict of Interest Statement

Appendix B: Reimbursement Voucher

Appendix C: Local Travel Expense Statement

Appendix D: Auto Accident Reporting Form

Appendix E: Tuition Assistance Plan and Request for Tuition Assistance Form

Appendix F: Training Assistance Reimbursement Agreement

Attachments:

Code of Conduct and Ethics

Confidentiality Policy

Whistleblower Policy

Staff and Volunteer Conflict of Interest Statement

No member of the Saratoga County Economic Opportunity staff or volunteers shall derive any personal profit or gain, directly or indirectly, by reason of his or her affiliation with the Saratoga County Economic Opportunity Council, outside of their regular employment relationship. Each individual shall disclose to the organization any personal or financial interest, which he or she may have in any manner pending before the organization and shall refrain from participation in any discussion on such matter.

Any member or the staff or volunteers, who is an officer, board member, or committee member or staff member of a client organization or vendor of the Saratoga County Economic Opportunity Council shall identify his or her affiliation with such agency or agencies; further, in connection with any committee or board action specifically directed to that agency, he/she shall not participate in the decision affecting that agency and the decision must be made and/or ratified by the full board.

Any member of the staff or volunteer and certain consultants shall refrain from obtaining any list of clients for personal or private solicitation purposes at any time during the term of their affiliation.

At this time, I am a Board member, committee member, an employee, independent contractor of the following organizations, or self-employed as:

Now this is to certify that I, except as described, am not now or at any time during the past have been:

1. A participant, directly or indirectly, in any arrangement, agreement, investments, or other activity with any vendor, supplier, or other party doing business with Saratoga County Economic Opportunity Council which has resulted or could result in personal benefit to me.

Any exceptions to the above are stated below with a full description on the transactions and of the interest, whether direct or indirect, which I have (or have had during the past year) in the persons or organizations having transactions with Saratoga County Economic Opportunity Council.

Signature: _____

Printed Name: _____

Employee Copy

1. CALL 911											
2. CALL SUPERVISOR											
3. COMPLETE ALL INFORMATION						<i>Fax Completed Form to Fiscal/HR at 288-3234</i>					
Date of Accident: _____											
Address/Location of Accident: _____											

VEHICLE 1 (SCEOC)											
SCEOC Driver: _____						Work Site: _____					
Vehicle Involved: _____				Plate # _____				Last 4 Digits Vin # _____			
Where is vehicle? _____											
Were other staff/children/parents in the vehicle? ____ yes ____ no (List names of others on back of form)											
VEHICLE 2 (OTHER)											
Name of Driver of Other Vehicle: _____						Phone: _____					
Address: _____											
Make/Model/Year of Vehicle: _____						Plate # _____					
Insurance Company: _____						Policy # _____					
Were other people in the vehicle? ____ yes ____ no (List names of others on back of form)											
Brief Description of Accident/Damage: _____											

Injuries sustained what and by whom: _____											

Was anyone taken to the hospital? ____ yes ____ no						Name: _____					
Name of Police Officer: _____											
Name/Phone # of Police Department: _____											

Tuition Assistance Plan

Saratoga County Economic Opportunity Council encourages employees to take advantage of all opportunities that will assist them in the development of their job-related skills and, in turn, enhance their job proficiency. In order to endorse and facilitate such skills development, SCEOC provides a Tuition Assistance Plan for enrollment in job-related or career path directed coursework. The Tuition Assistance Plan provides employees with the opportunity to obtain, maintain, or improve their professional capabilities through participation in courses of study at accredited colleges and universities, and at accredited organizations specializing in job and career related training.

1. Employee Eligibility

To be eligible for tuition assistance, an employee **must**:

- a. have worked for SCEOC for a total of 12 months;
- b. be a regular full-time or regular part-time employee;
- c. meet the performance expectations of his/her current position and have not received a warning within six months prior to the request;
- d. have Goals and/or an Individual Development Plan in place, reviewed and agreed to by their supervisor with recognition that the educational investment is part of the employee's development for the current job or for a job to which he/she would realistically move to within SCEOC in the future;
- e. be pre-approved 30 days before enrolling in courses or any other type of formal education.

2. Programs of Study

All courses taken under the Tuition Assistance Plan must be for credit at an accredited school or through an organization that is authorized by the certifying authority to provide such educational programs and be directly related to the employee's current job or be clearly in the career path of the employee.

3. Tuition Assistance

Tuition assistance awards will be prorated for those employees who work under 30 hours per week. Tuition assistance awards may be made in any amount up to seventy-five percent (75%) of the tuition for courses that have been previously approved, up to a maximum of \$1500 per calendar year for undergraduate courses and up to a maximum of \$2500 per calendar year for graduate level courses. The following provisions apply:

- a. employee has been pre-approved;
- b. employee must be an active or current employee at the time of payment of tuition assistance;
- c. employee successfully completed the course and must receive either a grade of "B-" or higher or a passing grade in a pass/fail system and submits all required paperwork to be reimbursed;
- d. employees eligible to receive veteran's benefits or any other form of assistance for education will be eligible for tuition assistance for that portion of tuition not covered by the Veterans Bill or grant;

- e. costs for books, lab fees, student activities fees, travel costs, and other miscellaneous expenses related to taking a course are not reimbursable;
- f. actual assistance award will be based on the number of approved applicants and available funding.
- g. tuition assistance will be paid twice per year, in March and September.

4. Procedure

a. Request for Pre-Approval of Tuition Assistance

Employees must obtain pre-approval for tuition assistance under this plan. To do so, **employees must complete and submit for their supervisor's approval a "Request for Tuition Assistance" form.** The form will then be forwarded to the Fiscal/Human Resources Department. Upon review and final approval or disapproval of the request, a copy of the request form will be returned to the employee. Such copy must be retained by the employee for reimbursement purposes at the conclusion of the course.

b. Request for Payment of Tuition Assistance upon Completion Of Course

No later than 30 days upon completion of the course, the employee must submit a copy of the "Request for Tuition Assistance" form to the Fiscal/Human Resources Department, along with an **official transcript** of grades and the **original** paid tuition receipt. (The original copies will not be returned to the employee. Employees should have this information photocopied for their own records before sending the originals.) Any falsification or misrepresentation of information will result in the denial of reimbursement and may be grounds for appropriate disciplinary action.

All SCEOC employees are encouraged to seek enrollment in courses which do not conflict with their normal work schedule. However, SCEOC recognizes that some conflicts are occasionally inevitable. Occasional time allowances may be made between the supervisor and employee to make course attendance possible or to participate in required activities such as examinations, registration, etc. Changes in work schedule should be made in such a way as to minimize disruption of agency operations. All requests should be made to the appropriate supervisor before course registration and for a single term at a time. Changes are at the discretion of the supervisor.

All SCEOC employees receiving Tuition Assistance must work for SCEOC for at least 1 year after receiving the Tuition Assistance. If the employee leaves the employment of SCEOC within such 1 year period, the employee must repay SCEOC the full amount of the Tuition Assistance provided to the employee by SCEOC. If repayment becomes necessary, the employee agrees that the amount of such repayment may be withheld from any pay to which the employee may be entitled when the employee leaves the employ of SCEOC. Such employee as a condition of receiving such Tuition Assistance from SCEOC, shall sign a voluntary assignment of wages if requested by SCEOC.

Request for Tuition Assistance

NAME: _____ Position: _____

Region: _____ Site: _____

Program/Course Name: _____

School or Program Sponsor: _____

Beginning Date of Program: ___/___/___ Ending Date: ___/___/___

When will the program/course meet: Days: _____
Times: _____

How this program/course is directly job related:

Number of credit hours or type of certification: _____

Will you be receiving any other form of funding/reimbursement for this program/course?

If yes, what is the amount and source of funding/reimbursement?

Estimated cost to you after subtracting all other sources of funding/reimbursement:

CERTIFICATION

I hereby certify all entries on this form to be correct. I have attached an official copy (syllabus) of information that includes: name of course/program; sponsoring school or program; location, dates, time and duration of classes; cost of course/programming. I understand that SCEOC agrees to reimbursement with the anticipation I intend to continue to work for the agency for at least one year following conclusion of the courses. If I do not do so, I acknowledge that I will repay the Agency in accordance with the terms contained in the Employee Handbook. I have also attached a copy of my IDP, if applicable.

Employee Signature _____ Date _____

Yes No

Supervisor _____ Date _____

Region Manager _____ Date _____

SAM _____ Date _____

Director _____ Date _____

Fiscal/HR _____ Date _____

Amount or percent of Reimbursement: _____ (Copy to Employee) _____

Training Assistance Reimbursement Agreement

This Training Reimbursement Agreement (“Agreement”) is entered into by and between
Saratoga County Economic Opportunity Council, Inc. (EOC)

and _____
Employee Name

Whereas, EOC has offered to provide certain outside training to “Employee”, which EOC believes will enable “Employee” to provide valuable services on behalf of EOC to its customers;

Whereas, EOC is providing such training to “Employee” in anticipation of “Employee” continuing to work for EOC for at least one year so that EOC recovers some of the benefit of the investment in the training;

Whereas, EOC and “Employee” recognize that this Agreement is not intended to constitute any type of employment agreement or guarantee of continued employment;

Whereas, the undersigned “Employee” understands that EOC would not provide such training unless “Employee” intended to continue to work for EOC and were to agree to reimburse EOC in the event that “Employee” voluntarily terminated his or her employment prior to one year from the conclusion of training.

Now, therefore, in consideration of the premises and the promise stated below, the undersigned “Employee” agrees that;

1. EOC intends to provides the following training to “Employee” on the date(s) indicated:

Training: _____ Date: _____ Cost: _____

2. If “Employee” voluntarily terminates his/her employment with EOC within (1) one year following the date of the completion of the training, “Employee” agrees to reimburse EOC the cost of the training incurred by EOC as determined by the schedule shown below.

Number of months of service from the completion date of training:	Reimbursement %
Months 1-3	100%
Months 4-6	75%
Months 7-9	50%
Months 10-12	25%

The training cost incurred by EOC on behalf of “Employee” will be determined after the date of the completion of the training and the accumulation of all receipts, invoices or other supporting documents. The training cost incurred will include, but may not be limited to registration fees, required materials, transportation to and from the training site, food, lodging, and any other costs directly related to the training incurred by EOC. The total cost will be computed as shown on the attached Training Cost Worksheet and along with copies of all receipts, invoices and other supporting documents will be attached here to and become an integral part of this agreement. A full month of services is earned by “Employee” if the total number of days worked during the month, excluding vacation, sick days or any unpaid time is equal to or exceeds 15 days.

3. This agreement shall be cancelled one year following the date of completion of the training or if “Employer” terminates employment.
4. “Employee” expressly authorizes EOC to deduct the reimbursement amount owed under the terms of the Agreement from any compensation owed by EOC to “Employee” at the time of or following the termination of employment. “Employee” shall promptly pay to EOC the full balance of any amount owed that is not deducted for compensation.

5. "Employee" may request that a subsequent employer of "Employee" pay the amount owed to EOC by "Employee", but "Employee" shall remain personally liable until the entire amount owed is paid in full.
6. "Employee" agrees to sign such further documents, if any, requested by EOC to confirm the precise sum of the amount owed by "Employee" to EOC following notice by "Employee" to EOC of termination of employment.
7. "Employee" understands and agrees that any books, computer disks, CD's, original certificates, programming key, and other documents, lists, catalogs or information of any kind received in connection with the training remains the property of EOC and must be surrendered upon termination of employment.
8. This agreement shall be construed under the laws of the State in which the office where "Employee" is principally employed is located.
9. If any provision or part of a provision of the Agreement is finally decided to be invalid by any tribunal of competent jurisdiction, such part shall be deemed automatically adjusted, if possible, if not possible, it shall be deemed deleted from this agreement as though it had never been included herein. In either case, the balance of any such provision and of the Agreement shall remain in full force and effect.

Employee Name _____ Date _____

Employee Signature _____ Training Dates _____

Program Director _____ Date _____

Human Resources Manager _____ Date _____

Code of Conduct and Ethics

Saratoga County Economic Opportunity Council, Inc. regards its reputation as a paramount value. Our success depends on building confidence and trust among our community and customers. It is essential to the success and creditability of SCEOC that we conduct our business by demonstrating honesty and integrity and operating in compliance with all applicable legal and regulatory requirements. SCEOC will stand behind the services it provides and the assurances it makes regarding them.

This Code of Conduct and Ethics (Code) sets out the fundamental standards to be followed by the Board of Directors, Executive Officer, Program Directors and all employees of SCEOC in their everyday actions on behalf of SCEOC. Ethical behavior is required and expected, whether or not a formal policy governs the matter. This Code is designed to assist you in fulfilling your ethical obligations by highlighting SCEOC's policies on some of the more common ethical issues which you may face. It covers a wide range of practices and procedures. It does not cover every issue that may arise, but it sets out basic principles to guide directors, officers and employees of SCEOC. Further guidance in specific areas is given in related agency policies.

SCEOC has adopted this Code not merely to comply with all applicable laws but to ensure the conduct of its business is in accordance with the highest standards of ethical behavior and integrity. This Code is intended to guide your actions and working relationships with customers, fellow employees, government representatives, media, and all others by whom you may be identified as affiliated with SCEOC. In addition, what you may be prohibited from doing under this Code shall not be done indirectly, either knowingly or unknowingly, through friends, acquaintances, relatives, or others. This Code is not an attempt to control your private affairs; rather, it is simply a means of ensuring the success and good name of SCEOC.

It is SCEOC's policy to comply with all applicable laws, rules and regulations. Obeying the law, both in letter and in spirit, is the foundation on which SCEOC's ethical standards are built. Although not all of you are expected to know the details of these laws, it is important to know enough to determine when to seek guidance. It is the personal responsibility of each of you to adhere to the standards and restrictions imposed by these laws, rules and regulations. In this you are expected to use good judgment and common sense. If you are uncertain of whether a situation violates any applicable laws, rules or regulations, you should discuss the situation with your immediate supervisor to prevent possible misunderstanding and embarrassment at a later date.

SCEOC's Board of Directors, Executive Officer, Program Directors and employees must conduct themselves accordingly and seek to avoid even the appearance of improper behavior. You are expected to perform all job duties and interact with other employees and customers without regard to race, religion, color, sex, sexual orientation or identity, marital status, age, national origin, veteran status, disability or any other basis prohibited by law. Because it is sometimes difficult to determine the correct course of action in situations involving ethical or moral judgments, you are encouraged to discuss any questions with your immediate supervisor.

You should avoid any position that gives you an interest that conflicts with SCEOC and any situation where your acting for SCEOC could be influenced or appear to be influenced by personal or professional considerations. SCEOC's business conduct must not be compromised and all Board of Directors, Executive Officer, Program Directors and employees of SCEOC must comply with its Conflict of Interest Policy.

All Board of Directors, Executive Officer, Program Directors and employees are expected to be scrupulously honest in their work and dealings with others. Honest and accurate recording and reporting of information is essential to SCEOC's ability to meet legal and regulatory requirements and make responsible business decisions. You are responsible for the accuracy of your records and reports; you must honestly and accurately report all business transactions.

You should always strive to protect SCEOC assets. Theft, carelessness and waste have a direct impact on SCEOC's financial performance. You must use SCEOC's assets and services solely for legitimate business purposes of SCEOC and not for any personal benefit or the personal benefit of anyone else. Any suspected incident of fraud or theft should be immediately reported for investigation.

You should not discuss internal SCEOC matters or disseminate internal SCEOC information outside SCEOC, except as required to perform your duties. During the normal course of business, you may be required to provide customers with business-related advice. It is important that you confine your advice to areas relating to your employment obligations, authority, and expertise. You should advance SCEOC's legitimate interests when the opportunity to do so arises. However, you have a duty and obligation to maintain confidentiality of non-public information about SCEOC in accordance with its Confidentiality Policy. Only authorized SCEOC spokespersons may disseminate information outside SCEOC. If you are contacted for information about SCEOC, you should decline comment and refer the inquirer to an authorized SCEOC spokesperson, *i.e.*, the Executive Director.

If a law conflicts with this Code, you must comply with the law; but advise your supervisor of this apparent conflict, however, if a local custom or policy conflicts with this Code, you must comply with the Code. If you have any questions about these conflicts, you should ask your immediate supervisor how to handle the situation.

This Code will be strictly enforced. All Board of Directors, Executive Officer, Program Directors and supervisors are required to enforce this Code and are not permitted to sanction or condone violations. You have the responsibility to ask questions, seek guidance, and report suspected violations and express concerns regarding compliance with this Code. If you know or believe SCEOC or anyone acting on behalf of SCEOC has engaged in or is engaging in SCEOC-related conduct that violates applicable law or this Code, it is your responsibility to report the violation promptly to your immediate supervisor. You may report such conduct openly or anonymously without fear of retaliation. SCEOC will not discipline, discriminate against or retaliate against you if you report a complaint or concern in good faith giving SCEOC a reasonable opportunity to investigate and correct or respond to the alleged activity, whether

or not such information is ultimately proven to be correct, or who cooperates in any investigation or inquiry regarding such conduct in accordance with the Whistleblower's Policy.

It is essential that SCEOC ensures prompt and consistent action against violations of this Code. However, in some situations it is difficult to know right from wrong. Since SCEOC cannot anticipate every situation that will arise, it is important to have guidelines on how to approach a new question or problem. These are the steps to keep in mind:

- Make sure you have all the facts. In order to reach the right solutions, we must be as fully informed as possible.
- Ask yourself: What specifically am I being asked to do? Does it seem unethical or improper? This will enable you to focus on the specific question you are faced with and the alternatives you have. Use your judgment and common sense; if something seems unethical or improper, it probably is.
- Clarify your responsibility and role. In most situations, there is shared responsibility. Are your colleagues informed? It may help to get others involved and discuss the problem.
- Discuss the problem and file a written report with your immediate supervisor. This is the basic guidance for all situations. In many cases, your supervisor will be more knowledgeable about the question and will appreciate being brought into the decision making process. Remember that it is your supervisor's responsibility to help solve problems.
- Seek help from SCEOC resources. If you believe that it is not appropriate to discuss an issue with your supervisor, or you do not feel comfortable approaching your supervisor with your question, you may discuss it with the next person within your chain of command. After you have discussed this report with your chain of command, or if you have deemed it inappropriate or uncomfortable to address it with your chain of command, you may discuss it with Human Resources. If that also is not appropriate, report the issue to the Executive Director.

Any supervisor who receives a report of a violation of this Code must immediately inform the Finance/HR Director who will evaluate the merits of any concerns or complaints received and authorize such follow-up actions, if any, as it deems necessary or appropriate to address the substance of the concern or complaint. The scope and results of the investigation will be given to the Executive Director who will determine the disciplinary measures to be taken against any employee who has violated this Code. In the event that the alleged violation involves the Executive Director, the Board of Directors will determine whether a violation of this Code has occurred and, if so, will determine the disciplinary measures to be taken against the Executive Director. There will be serious adverse consequences for non-adherence to the Code. Failure to comply with the standards outlined in this Code may result in

disciplinary action including, but not limited to, reprimand, warning, probation or suspension without pay, demotion, reduction in salary, discharge and restitution. Certain violations of the Code may require SCEOC to refer the matter to the appropriate governmental or regulatory authorities for investigation and prosecution. Moreover, any supervisor who directs or approves of any conduct in violation of this Code, or who has knowledge of such conduct and does not immediately report it, also will be subject to disciplinary action, up to and including discharge.

Although SCEOC seeks to address any such matters internally, nothing in this Code should prevent you from reporting any illegal activity to the appropriate legal authority. SCEOC will not discriminate or retaliate against you if you in good faith report such violation. Good faith includes giving SCEOC a reasonable opportunity to investigate and correct or respond to the alleged activity. Further, this Code should not be construed to prohibit you from testifying or otherwise participating in any proceeding or investigation that may follow.

You may report ethical violations in confidence and without fear of retaliation. If your situation requires your identity to be kept secret, your anonymity will be protected. SCEOC does not permit retaliation of any kind against employees for good faith reports of ethical violations.

This Code is not an express or implied contract of employment and does not create any contractual rights of any kind between SCEOC and its respective employees. In addition, all employees should understand that this Code does not modify their employment relationship, whether at will or governed by contract.

SCEOC Board of Directors reserves the right to amend, alter, modify or terminate this Code by vote of the Board of Directors. This Code will be distributed to each employee, officer and director of SCEOC and to each new employee, officer and director upon commencement of his or her employment or other relationship with SCEOC. Each director and elected or appointed officer will be required to certify that he or she has received, read and understood the Code and has complied with its terms.

SCEOC recognizes the potentially serious impact of a false accusation. Employees are expected as part of the ethical standards required by this Code to act responsibly in making complaints.

Making a complaint without a good faith basis is itself an ethical violation. Any employee who makes a complaint in bad faith will be subject to appropriate corrective action, which may include dismissal.

My signature below indicates my receipt and understanding of this policy. I also verify that I have been provided with an opportunity to ask questions about this policy.

Signature

Date

Employee Copy

Confidentiality Policy

It is the policy of the Saratoga County Economic Opportunity Council to keep confidential all information learned and observations made regarding consumer groups served. Confidential information shall not be revealed to others except in very specific circumstances and then, only for the purpose of helping the customer.

Confidential Information is defined as those personal facts or conditions pertaining to the client's life which he/she has communicated to the agency for the definite purpose related to the service he/she is requesting or receiving from the agency.

In accordance with the Federal Privacy Act – 1974, information regarding consumers can be shared with those officers and employees of the agency which maintain the record who have a need for the record in the performance of their duties. Customers shall be informed that such internal information sharing can occur.

Direct service staff, clerical personnel, managers, volunteers, and board members all function as part of the agency. Much of the information revealed by a customer to a direct service staff person is shared with others in the system as part of the service delivery process. Employees consult with supervisors, students consult with mentors, and family development plans may be reviewed at an interdisciplinary team conference. Internal sharing of customer information is often necessary to improve the quality of service outcome. Appropriate internal sharing of information will occur and if appropriate, shall not constitute a violation of confidentiality.

Situations to avoid:

- A. Discussing clients with family & friends
- B. Informal and open discussions with colleagues (elevators, hallways, lunch establishments)
- C. Phone calls in the presence of other clients

The Federal Privacy Act – 1974 regulates the handling of recorded materials and confidential information in federally funded and administered programs. It requires that consumers know what records and information is being maintained on them, consumers have access to their written record, consumers be educated regarding their right to confidentiality and access to records.

Consumer records contain any information about an individual maintained by the agency. The agency must secure the individuals written consent before it can release any information to another person or agency. A consumer has the right to correct or amend his/her record. Certain guidelines must be followed regarding information placed in the record.

An agency cannot require an individual on whom it keeps information to disclose to the agency his or her social security number. Verbatim process recordings should never be kept in a case record. Information that should not be recorded includes: Process recording, Clients religious & political views (unless it has a definite bearing on the helping process), Intimate details with little relevance to the service being requested, Gossip and Any information that could conceivably be used against a client in court of law.

Records containing customer information should be kept in a locked file cabinet or a locked room when not in use. Confidential notes and materials must be kept out of sight whenever the person is away from their desk. No case records should ever be taken home.

All paid employees, students, outside temporary staff, consultants, board members, accrediting agencies, funding sources, and volunteers shall abide by this policy.

Any person associated the SCEOC who has had even limited access to confidential information must receive formal training relative to the obligations and duties of confidentiality during their orientation period.

Disciplinary measures.

- A. Any person who inappropriately reveals confidential information internally or externally shall be disciplined according to the agency disciplinary procedures
- B. A flagrant act of violation of confidentiality shall be considered a “critical incident” and may result in immediate dismissal. If the flagrant act is committed by a person licensed to practice a profession in NYS, the act must be reported to the appropriate licensing body as “professional misconduct” and may result in suspension or revocation of their license.

CLIENT CONFIDENTIALITY CONTRACT

It is the policy of this agency to be committed to keeping all aspects of client relationships with the agency confidential to the fullest extent possible. This agency considers a client anyone who seeks its help in any form whether or not formally registered in its records. Information about a client may be released only with the written consent of that client or by a written order of a judge.

By signing this I acknowledge that I have read and understand the above statement and agree to follow this policy.

I do realize that disciplinary measures will be taken if I am found in violation of this agreement.

Name _____

Signature _____

Date _____

Witnessed by _____

Date _____

Employee Copy

Whistleblower Policy

This policy is intended to encourage Board members, staff (paid and volunteers) and others to report suspected or actual occurrences of illegal, unethical or inappropriate events (behaviors or practices) without retribution. Whenever possible, a written report shall be filed by the complainant with SCEOC as outlined in this policy. This policy is not intended to question financial and business decisions taken by SCEOC management, nor is it generally intended to be used to reconsider any matters, which have already been addressed under discipline or harassment procedures. Other policies and procedures are in place for grievance, discipline, harassment and personnel matters of that nature; however the procedures outlined in this policy are available for those who reasonably believe that some policy, practice or activity of SCEOC is in violation of the law or ethical behavior and who wish to make a good faith disclosure of an incident of unresolved gross misconduct and/or a lapse of ethical behavior. Acting in good faith includes giving SCEOC a reasonable opportunity to investigate and correct or respond to the alleged activity.

The term whistleblower derives from the practice of English Bobbies, who would blow their whistles when they noticed the commission of a crime. The whistle would alert both law enforcement officers and the general public of danger.

A whistleblower is a person who alleges misconduct. The misconduct may be classified in many ways; for example, a violation of a law, rule, regulation and/or a direct threat to public interest, such as fraud, health/safety violations, and corruption. Most whistleblowers are *internal whistleblowers*, who report misconduct to a fellow employee or superior within their company.

- A Whistleblower should promptly report the suspected or actual violation to their immediate supervisor by filing a written report detailing the complaint and related incident and violation.
- If the Whistleblower would be uncomfortable or otherwise reluctant to report to their immediate supervisor, the Whistleblower should report the event to the next highest or another level of their chain of command. If the Whistleblower deems their chain of command is not an option, they may report the event directly to the Finance/HR Director or Executive Director.
- The Whistleblower can report the event with his/her identity anonymously.
- Supervisors, Managers, Program Directors, or the Executive Director who receive a report must promptly act to investigate and/or resolve the issue.
- If the Whistleblower is known, after the investigation of the issue by SCEOC, a notification that takes into account required confidentiality, will be provided at resolution.
- If the investigation of a report, that is done in good faith and investigated by SCEOC internal personnel, is not done to the Whistleblower's satisfaction, then he/she has the right to report the event to the appropriate legal or investigative agency.

- Crimes against person or property, such as assault, rape, burglary, etc., should immediately be reported to local law enforcement personnel as well as your immediate supervisor.

The Whistleblower shall receive no retaliation or retribution for a report that was provided in good faith – that was not done primarily with malice to damage another or SCEOC. Anyone who retaliates against the Whistleblower will be subject to discipline, which may include termination of Board or employee status.

A Whistleblower who makes a report that is not done in good faith is subject to discipline, which may include termination of the Board or employment relationship, or other legal means to protect the reputation of SCEOC and the members of its Board and staff.

The identity of the Whistleblower, if known, shall remain confidential to those persons directly involved in applying this policy, unless the issue requires investigation by law enforcement, in which case members of SCEOC are subject to subpoena.

My signature below indicates my receipt and understanding of this policy. I also verify that I have been provided with an opportunity to ask questions about this policy.

Signature

Date

Employee Copy

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Acknowledgment of Receipt and Review – FOR EMPLOYEE FILE

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

FOR EMPLOYEE FILE