



# Employee Handbook

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The recipient is responsible for knowing its contents, for safeguarding it, and for  
returning it to the Personnel Officer upon termination.

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## **AGENCY INTRODUCTION**

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Welcome to the [REDACTED]). [REDACTED] is a non-profit, community-based organization that has been serving the community since 19[REDACTED]. [REDACTED]'s programs and services are directed towards recently-immigrated, economically disadvantaged youth and their families, and promote community socio-economic development. Since [REDACTED]'s inception, we have striven to improve the quality of our programs as well as to diversify our services to meet the evolving needs of the [REDACTED] population and of the multi-ethnic [REDACTED] community.

The core of what we do is our programs. Our program areas are grouped into two main divisions.

### **Children and Family Services**

The Children and Family Services division is comprised of three units focusing on the well-being of children and youth.

Our Children's Center provides quality, affordable childcare for preschool age children. The Center also offers comprehensive support services, including parent education, health services, case management services, and technical assistance for other childcare providers in Koreatown.

Our Clinical unit offers counseling, support and educational workshops for individuals and families who have suffered or are at-risk for abuse. The unit provides support, training, and education in addition to counseling for individuals, families, and groups.

The Youth Services unit Programs provides programs and services that empower our community's youth ages 5-18. Programs focus on academic achievement, leadership development, community service projects, prevention and intervention services, enrichment activities, and comprehensive program support.

### **Community Development Services**

The Community Development Services division is comprised of two units focused on the betterment of the community.

The Economic Development unit assists families in improving their financial situation through programs that offer assistance and training for individuals, families, and small businesses.

The Environmental Services unit provides neighborhood beautification and environmental education, making [REDACTED] a cleaner, greener, and more livable city.

## **MISSION STATEMENT**

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The mission of the [REDACTED] is to serve the evolving needs of the [REDACTED] population in the greater [REDACTED] area, as well as the multi-ethnic [REDACTED] community. [REDACTED]'s programs and services are directed toward recently immigrated, economically disadvantaged youth and their families, and promote community socio-economic empowerment.

## **PURPOSE OF EMPLOYEE HANDBOOK**

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This Handbook provides guidelines concerning [REDACTED]'s policies and procedures relating to employment, benefits, and personnel-related activities and is intended to be used as a reference by all employees of [REDACTED]. It is important that all employees read, understand, and follow the provisions of this handbook. It is not possible to anticipate every possible question. If you have any questions concerning any matter that is not covered, please see your supervisor or the Personnel Officer.

In order to have the necessary flexibility in administering policies and procedures, [REDACTED] reserves the right to modify, supplement, rescind, or revise any provision of this handbook – except the employment at-will policy – at any time it deems necessary, *in its sole and absolute discretion*. Employees will be notified in writing of any such changes. Updated material may be provided to you when modifications are adopted and will supersede the applicable pages in this Handbook.

This Handbook is the property of [REDACTED] and is intended for personal use and reference by employees of the Agency. This Handbook replaces all earlier Handbooks, and takes precedence over all previous memoranda and oral descriptions of [REDACTED]'s personnel policies, practices, and procedures. To avoid confusion, please discard and recycle any old manuals, Handbooks or memos you may have.

## **EQUAL EMPLOYMENT OPPORTUNITY**

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[REDACTED] is an equal opportunity employer. [REDACTED] is committed to maintaining a professional business-working environment that is free from discrimination. Accordingly, all employees are required to comply with this policy, as set forth below.

[REDACTED] strictly prohibits all forms of harassment or discrimination against any person for any reason. This includes harassment or discrimination based upon an individual's race, color, religion, sex (including gender, pregnancy and related medical conditions), sexual orientation, sexual identification, marital status, national origin, ancestry, mental or physical disability, medical condition, veteran status, age, citizenship, political affiliation or belief, veteran status and any other basis protected by law. This policy applies to all areas of employment including recruitment, hiring, training, promotion, compensation and benefits. This policy prohibits employees from harassing any other employee, consumer, vendor, or [REDACTED] visitor.

█████ is also committed to ensuring equal employment opportunities to qualified individuals with disabilities. █████ will make reasonable accommodations for the known physical and mental disabilities of an otherwise qualified applicant or employee unless doing so would create an undue hardship for █████.

## **EMPLOYMENT AT WILL**

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Employment at █████ is "at will." This means that during the course of your employment, you are free to terminate your employment with █████ at any time, with or without cause or advance notice. Similarly, █████ has the right to terminate your employment at any time, with or without cause or advance notice. █████ also has the right to promote, demote, transfer, assign or reassign you to different jobs or duties. Although other terms and conditions of your employment may change, this employment at will relationship will remain in effect throughout your employment at █████.

No facts or circumstances arising out of your employment, including acceptance or employment, length of employment or any █████ policy, procedure or practice whether written or verbal including wage increases, promotions, performance reviews, representations, oral or implied agreements can alter the employment at will relationship. No one other than █████'s Executive Director has the authority to alter this agreement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to this policy. Any such agreement must be in writing and must be signed by both the Executive Director and you, the employee.

## **UNLAWFUL HARASSMENT**

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█████ is committed to providing a work environment free of all forms of harassment. The Agency will not tolerate sexual harassment or harassment based on race, color, religion, sex (including gender, pregnancy and related medical conditions), sexual orientation, family care or medical leave status, marital status, national origin, ancestry, mental or physical disability, medical condition, veteran status, or any other basis protected by law. This policy applies to all █████ agents and employees, including supervisory and non-supervisory employees. This policy also applies to children and their families, vendors, volunteers and other visitors who spend time on █████'s premises. Any employee who experiences workplace harassment from any source should promptly report it to their supervisor or other appropriate authority. Any employee who violates this policy will be subject to disciplinary action, up to and including termination.

Harassment includes verbal, physical, and visual conduct that creates an intimidating or hostile working environment or that interferes with an employee's work performance. Harassment also includes retaliation against an individual who has made a complaint concerning an incident of harassing conduct or behavior. Harassing conduct can take many forms and may include, but is not limited to, the following:

**Verbal harassment** such as unsolicited jokes, epithets, slurs, derogatory or suggestive

comments, references to women as “honey,” “doll,” or “sweetheart,” negative stereotyping, sexual innuendoes, sexual threats, requests for sexual favors, suggestive or insulting sounds, sexually oriented noises, whistling, and comments about a person’s sexuality or an individual’s body, color, physical characteristics, appearance or talents;

**Visual harassment** such as offensive or demeaning photographs, videos, calendars, posters, cards, cartoons, drawings and gestures, display of sexually suggestive or lewd objects, unwelcome notes or letters, and any other written or graphic material that denigrates or shows hostility or aversion toward an individual, because of a protected characteristic, that is placed on walls, bulletin boards, or elsewhere on the employer’s premises or circulated in the workplace;

**Physical harassment** such as unwelcome physical conduct, physical interference with normal work, impeding or blocking movement, assault, staring at a person’s body, making sexual gestures, and threatening, intimidating or hostile acts.

## **Sexual Harassment**

Sexual harassment is defined as unwanted sexual advances or verbal, visual or physical conduct when:

Submission to or rejection of the conduct is an explicit or implicit term or condition of employment;

Submission to or rejection of the conduct is used as a basis for employment decisions affecting that individual, including granting or withholding employment benefits;

The unwelcome conduct unreasonably interferes with an individual’s job performance or creates an intimidating, hostile or offensive working environment, even if it does not lead to tangible or economic job consequences.

Sexual harassment includes harassment of women by men, of men by women, and same-sex, gender-based harassment.

*In addition to the examples set forth above, conduct which could be construed as sexual harassment included, but is not limited to:*

Explicit or implicit threats to withhold pay increases, benefits or working conditions unless sexual favors or sexual activity is granted;

Promises to improve pay, benefits or working conditions in exchange for sexual favors or sexual activity;

Demanding sexual favors or sexual activity of another employee.

## **Complaint Procedure**

If you believe you or another employee is being subjected to harassing conduct, you

should immediately report the incident to your supervisor, Personnel Officer, or the Executive Director. Making a complaint is not limited to someone who was the target of the harassment. Complaints may be made orally or in writing. Anonymous complaints will be taken seriously and investigated. The complaint should describe the incident, list the time, date and location of the incident, and include the names of those involved and the names of any witnesses. The Executive Director has the responsibility for investigating and resolving complaints of harassment. If the complaint is against the Executive Director, you should contact the Board President. Anonymous complaints will be taken seriously and investigated.

## **Investigation of Complaints**

Every complaint of harassment will be investigated fully, promptly and thoroughly. The investigation will typically involve an interview of the employee who lodged the complaint, interviews of anyone alleged to have committed the acts of harassment, and interviews of any employees who have knowledge of or may have witnessed the incident. In determining whether harassment has occurred, we will look at the totality of the circumstances, including the nature of the conduct and the context in which it occurred. ██████ will, as promptly as possible, communicate its findings and the remedial action to be taken (if any) to both the accused and the complainant and, when appropriate, to other persons who are directly concerned. The investigation will be handled confidentially, to the extent possible.

## **Corrective Action**

██████ considers sexual and other harassment serious offenses. If at the conclusion of our investigation it is determined that harassment has occurred in violation of this policy, appropriate disciplinary action will be taken. This action may include disciplinary action against the harasser, up to and including termination, as necessary to ensure that harassment stops and to prevent any further harassment. In addition, appropriate action will be taken to remedy any loss suffered by the complainant.

## **No Retaliation or Reprisals**

You have a duty to report any harassing conduct you either experience or observe. Under no circumstances will a person's employment be jeopardized because of a bona fide report of what he/she perceives to be an incident of harassing conduct or behavior.

### *Legal Remedies:*

Employees who believe that they have been illegally harassed may, within one year of the harassment, file a discrimination complaint with the California Department of Fair Employment and Housing (DFEH) or the Federal Equal Employment Opportunity Commission (EEOC). The Departments serve as a neutral fact-finder and attempt to help the parties voluntarily resolve disputes.

If the Departments find evidence of harassment and settlement efforts fail, the

Departments may file a formal accusation against the employer and the harasser. The accusation will lead to either a hearing before the Fair Employment and Housing Commission or a lawsuit filed on the complainant's behalf by the Department. If the Commission finds that harassment occurred, it can order remedies, including up to \$150,000 in fines or damages for emotional distress from reinstatement, back pay, promotion, and changes in the policies or practices of the involved employer. A court may order unlimited damages.

For more information, contact the Department of Fair Employment and Housing at (800) 884-1684.

## **WHISTLEBLOWER POLICY**

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We require our directors, employees and volunteers to practice the highest levels of business and personal ethics when conducting their duties and responsibilities. This means that employees and other representatives of our organization must practice honesty and integrity in their job duties and comply with all applicable laws and regulations. The objectives of this Whistleblower Policy are to establish policies and procedures for:

The submission of concerns regarding questionable accounting or auditing matters by employees, directors, officers or any other interested party, on a confidential and anonymous basis.

The receipt, retention, and treatment of complaints received by our organization regarding accounting, internal controls, or auditing matters.

The protection of reporters from retaliatory actions.

### **How to Report**

An employee or other representative of our organization may choose to report a concern to either a supervisor, manager, the Executive Director, a board member or the Board Chair, as appropriate.

### **Handling of the Reported Concern**

After a report is made it should be immediately conveyed to the Board Chair. The Board Chair shall immediately notify the Board and the Executive Director of any such report but is not required to notify a specific board member or the Executive Director if the concern(s) directly involve(s) any of these individuals. The Board Chair will notify the sender and acknowledge receipt of the concern within ten business days, if possible. It will not be possible to acknowledge receipt of anonymously submitted concerns.

All reports will be promptly investigated by a Special Task Force appointed by the Board Chair, and appropriate corrective action will be taken, if warranted by the investigation. In addition, action taken must include a conclusion and/or follow-up with

the complainant for complete closure of the concern. The investigation, corrective action, and conclusion shall be documented in a written summary and preserved indefinitely.

The Board of Directors has the authority to retain outside legal counsel, accountants, private investigators, or any other resource deemed necessary to conduct a full and complete investigation of the allegations.

## **Confidentiality**

Reports of concerns and investigations pertaining thereto shall be kept confidential to the extent possible. However, the reporter's identity may have to be disclosed to conduct a thorough investigation, to comply with the law and to assure accused individuals their legal rights to defend.

## **No Retaliation**

This Whistleblower Policy is intended to encourage and enable directors, employees and volunteers to raise concerns within our organization for investigation and appropriate action. With this goal in mind, no director, employee or volunteer who, in good faith, reports a concern shall be subject to retaliation or adverse employment action. Any person who so retaliates will be subject to disciplinary action, including termination.

Likewise, an individual who reports a concern who is not acting in good faith, does not have reasonable grounds for believing the information disclosed indicates an improper accounting or auditing practice, or who makes unsubstantiated allegations that prove to have been made maliciously, recklessly, or with the foreknowledge that the allegations are false, may be subject to disciplinary action, including termination.

## **EMPLOYMENT CLASSIFICATIONS**

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### **Introductory Period**

As is customary in most organizations, the first six (6) months of employment at █████ are considered an introductory period. This time allows both █████ and the employee to determine job and employee fit. If, at any time during the introductory period, the employee or █████ decides that employment does not suit the employee's or █████'s needs, either may terminate the employment relationship with or without cause, and with or without notice. Employment remains at-will both during and after the Introductory Period.

During the introductory period, employees will not be eligible for certain benefits. Employees will accrue vacation days but may not take them. Sick leave will only be permitted upon approval from the supervisor.

During the introductory period, the employee's performance, competence and general attitude and conduct will be evaluated to determine if the employee is making

suitable job progress. At the end of six (6) months, the introductory period will end and the employee will become a regular employee unless [REDACTED] determines, in its sole discretion, to extend the introductory period for an additional 30 days. Please note that successful completion of the introductory period does not suggest or guarantee permanent employment. The employee's status is still at-will and may still be terminated at any time, without cause or advance notice.

### **Regular Full-Time Employees**

Employees who have successfully completed the introductory period and who are regularly scheduled to work 40 hours a week are regular full-time employees eligible for all employee benefits available to [REDACTED].

### **Regular Part-Time Employees**

Employees who have successfully completed the introductory period and are regularly scheduled to work at least 20 but less than 40 hours a week are regular part-time employees. Regular part-time employees are eligible for vacation and sick leave. Accrual of these benefits is in proportion to days and hours worked. Regular part-time employees also receive all paid holidays.

### **Temporary Employees**

Temporary employees are hired on a part-time or full-time basis for a specific project. Such assignments are for a limited duration. Temporary employees are not eligible for benefits other than holidays and those required by law. If a temporary employee later becomes a regular employee, the period of temporary employment will apply towards the introductory period and seniority. Although the period of hire may be renegotiated or extended upon approval from the Executive Director, the employee's status is always at-will and may be terminated at any time, without cause or advance notice.

### **Casual Employees**

Employees who work less than 20 hours per week for a period typically less than a year are casual employees. Casual employees are not eligible for benefits except those required by law.

### **Volunteers and Interns**

[REDACTED] encourages the use of volunteers to expand its services and increase community involvement and support. Volunteers are individuals who provide labor and support to [REDACTED]'s operations without any expectation of compensation in return. Volunteers are not employees but are required to adhere to [REDACTED]'s administrative and personnel policies but are not eligible for benefits.

Interns are individuals who work for a specified period of time to supplement their academic instruction, typically on a volunteer basis. All interns are not employees but

are required to adhere to [REDACTED]'s administrative and personnel policies but are not eligible for benefits.

## Changes in Classification

The Executive Director has final approval of all changes in employment status classification. All employees, regardless of classification status or length of service, are expected to maintain [REDACTED]'s standards of job performance and behavior. Failure to do so may result in disciplinary action up to, and including, termination.

## Exemption Status

At the time of hire, all employees are classified as either "exempt" or "non-exempt." This is necessary because, by law, employees in certain types of jobs are entitled to overtime pay for hours worked in excess of eight (8) hours per day or 40 hours per workweek, whichever is greater. Employees will be notified whether the job classification they hold is exempt or non-exempt.

**Exempt employees** are executive, administrative, or professional employees who are paid a fixed salary that covers all of the compensation to which they are entitled. Individuals assigned to exempt positions are paid to perform the responsibilities and duties of their job, rather than by the hour. As a result, exempt employees are expected to work as many hours as are necessary to accomplish their responsibilities. This means they may be required to work irregular hours and/or exceed 40 hours per workweek. Exempt employees are not eligible for overtime pay.

**Non-exempt employees** are paid on an hourly basis and are entitled to receive additional compensation for approved overtime worked in excess of eight (8) hours per day or 40 hours per week, whichever is greater.

## HOURS, COMPENSATION AND PAYROLL PROCEDURES

### Compensation

[REDACTED] believes in providing fair and equitable compensation to all staff. The Agency abides by the City of [REDACTED]'s Living Wage Ordinance, which requires the payment and annual adjustment of a living wage for all employees. [REDACTED] also periodically reviews all compensation ranges to ensure internal equity and external competitiveness.

### Regular Work Hours

[REDACTED]'s workweek starts at 12:01 AM on Monday morning and ends at twelve midnight the following Sunday. Full-time employees must work at least forty (40) hours during this period.

## **Rest and Meal Breaks**

All employees are allowed one 15-minute rest break for every four (4) hours of work. These breaks are included as hours worked.

Employees who work more than five (5) hours are required to take an unpaid meal period. The meal period may last between thirty (30) and sixty (60) minutes. Employees who work less than five (5) hours do not receive a meal period. Employees who work six (6) hours or less may agree to waive their meal period, in writing.

## **Pay Periods and Payday**

Payday at [REDACTED] is every 15<sup>th</sup> and last day of each month. If payday is a holiday, paychecks will be made available the previous work day. Managers will personally distribute paychecks to each employee. Any undistributed paychecks may be picked up at the fiscal office.

## **Time Records**

All employees must complete and submit a time sheet at the end of each pay period. Time sheets must be signed by the employee and the immediate supervisor and must be submitted on time in order to avoid a delay in payroll processing. Employees must strictly comply with time keeping procedures. A failure to do so may result in disciplinary action up to and including termination.

If an employee is going on vacation or will be out of the office on the day time sheets are due, the employee should leave his or her time card with the supervisor before leaving the office.

## **Overtime**

[REDACTED]'s workload sometimes requires employees to work beyond their normal scheduled hours. In such a situation, your supervisor will attempt to provide you with advance notice of the overtime that is needed. If you anticipate working overtime to complete a project, you must receive advance approval from your supervisor, except in emergency situations.

All overtime compensation will comply with federal and state requirements. Exempt employees do not receive overtime pay. Paid holidays, vacation or personal time off are not considered hours worked for purposes of overtime calculation. Any questions regarding these matters should be referred to the employee's immediate supervisor.

Non-exempt employees receive one-and-one-half (1 1/2) times their regular rate of pay for hours worked in excess of eight (8) hours in a day or 40 hours in a week, and for the first eight (8) hours worked on the seventh consecutive day of work in a work week. Non-exempt employees receive twice their regular rate of pay for hours worked in excess of 12 hours in one day and after eight (8) hours on the seventh consecutive day

of work in a work week.

## **Make-Up Time**

An employee may request up to three (3) hours off for a personal obligation and make up that time within the same workweek. The make up time is not considered overtime hours. To request make-up time, you must complete, sign and submit a Request for Time Off/Make Up Time Form to your supervisor prior to taking the personal time off. This form should be attached to your timesheet.

## **Absences and Tardiness**

All employees at █████ are part of a work team that counts on them to be present as scheduled and to perform their job to the best of their ability. Regular attendance and punctuality are essential for the Agency to operate efficiently.

Employees who are unable to report to work as scheduled must notify their supervisor within 30 minutes of their scheduled start time. Employees who are unable to reach their immediate supervisors may leave a message with their immediate supervisor and notify the next level supervisor. Failure to report an absence or tardiness may result in loss of pay for the entire shift. Employees must call in each day of any unscheduled absence, unless their supervisor has approved other arrangements. Unexcused absences or excessive absenteeism or tardiness may result in disciplinary action up to and including termination. Three (3) consecutive days of unauthorized absence will be considered a voluntary termination.

## **EMPLOYEE BENEFITS**

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### **Health Insurance**

Full-time and part-time employees may enroll in █████'s health insurance plan. Coverage takes effect on the first day of the month after completing 30 days of employment. █████ covers 100% of the premium for full-time employees and eligible dependents. For part-time employees and eligible dependents, █████ will cover a percentage of the premium equal to the percentage of hours worked. For example, █████ will cover 75% of the premium for an employee who works 30 hours a week. The employee must pay his or her share of all applicable premiums by payroll deduction.

Dependents include an employee's spouse or domestic partner and children. If dependents are insured through other coverage (e.g., through the spouse's employer), they are not eligible for coverage under █████ health plan. If the dependents lose coverage through no fault of their own (i.e., layoff or termination), the dependents will be eligible to enroll in █████'s health plan within 30 days of the qualifying event. If the dependents voluntarily cancel their coverage (e.g., voluntary resignation), the dependents will be eligible to enroll in █████'s health plan during the open enrollment period.

Each employee is responsible for updating [REDACTED] if dependent eligibility changes. Falsifying or reporting inaccurate information regarding dependent eligibility may lead to disciplinary action, up to and including termination. The employee may also be required to reimburse [REDACTED] for any benefits inappropriately received.

Any change in an employee's health insurance coverage that results from a change in employee classification or number of hours worked will become effective on the date the change in classification or schedule change takes place.

## **Dental Coverage**

Full-time and part-time employees may enroll in [REDACTED]'s dental insurance plan. Coverage takes effect on the first day of the month after completing 30 days of employment. [REDACTED] covers 100% of the HMO premium for full-time employees. For part-time employees, [REDACTED] will cover a percentage of the premium equal to the percentage of hours worked. The employee is responsible for all premiums for dependent coverage. Please see the Personnel Officer for more information on how to enroll.

## **Vision Coverage**

Full-time and part-time employees are eligible for vision coverage under [REDACTED]'s group plan. The employee is responsible for all premiums for this coverage. Please see the Personnel Officer for more information on how to enroll.

## **Disability and Life Insurance**

[REDACTED] provides supplemental short and long term disability insurance and group life insurance for regular employees who work more than 20 hours per week. Coverage begins after completing the introductory period. Please contact the Personnel Officer for more information regarding disability and life insurance.

## **Section 125 Cafeteria Plan**

Employees who work at least 20 hours a week are eligible for [REDACTED]'s Section 125 Cafeteria Plan. The Cafeteria Plan allows employees to pay for certain benefits with pre-tax dollars, such as health care and childcare. Please contact the Personnel Officer for more information regarding this benefit.

## **Retirement Plans**

### **403B Plan**

Regular full-time and part-time employees are eligible for [REDACTED]'s 403B Retirement Plan. After 1 year of employment, [REDACTED]'s matching program will begin. [REDACTED] matches 50% of the employee's contribution, up to 5% of their salary. Please see the Personnel Officer for more information regarding the 403B Retirement Plan.

## **Social Security**

Social Security is an important part of every employee's retirement benefits. As a wage earner, you are required by law to contribute a set percentage of your weekly wages to the trust fund from which benefits are paid. [REDACTED] is required to deduct this amount from each paycheck you receive. In addition, [REDACTED] matches your contributions dollar for dollar, thereby paying one-half the cost of your Social Security benefits.

## **State Disability Insurance**

California has a state disability insurance ("SDI") program designed to protect employees against loss of wages when they are unable to perform their regular or customary work because of non-occupational illness or injury. Benefits may also be available when an employee takes a leave from work to care for an ill spouse, registered domestic partner, child or parent and to bond with a newborn child or a child placed with the employee through adoption or foster care. SDI benefits are paid by the state and are financed from mandatory payroll deductions from all employees' wages. Questions regarding SDI benefits should be directed to the California Employment Development Department.

## **Workers' Compensation Insurance**

All employees are covered by [REDACTED]'s workers' compensation insurance policy. This policy applies when an employee is unable to work because of a job-related or occupational injury or illness. The benefits provided may include medical care, cash benefits to replace lost wages, and vocational rehabilitation to help qualified injured employees return to suitable employment.

To ensure that you will receive any workers' compensation benefits to which you may be entitled, you will need to:

- Immediately report any work-related injury to your supervisor.
- Seek medical treatment and follow-up care if required.
- Complete a written employee claim form and return it to your supervisor.

Any injury or illness that occurs on the job, even a slight cut or strain, must be reported to the employee's supervisor as soon as possible. Except in an extreme emergency, an employee should not leave the premises without reporting an injury or illness that has occurred.

## **Unemployment Insurance**

[REDACTED] pays into an unemployment insurance fund that provides temporary compensation benefits for individuals who become unemployed through no fault of their own. You can apply for this benefit through your local Employment Development Department.

## Holidays

██████ observes 12 paid holidays per year, as listed below. Full-time, part-time, casual and temporary employees are eligible for holiday pay.

New Year's Eve	Memorial Day	Thanksgiving Day
New Year's Day	Independence Day	Friday after Thanksgiving
Martin Luther King Jr's Day	Labor Day	Christmas Eve
President's Day	Veteran's Day	Christmas Day

Holidays that fall on a weekend will be observed on the preceding Friday or subsequent Monday, or as otherwise scheduled by management. Eligible employees who are scheduled to work on a holiday or observed holiday should see their supervisor for alternate holiday arrangements.

## Vacation

██████ recognizes the value of rest and relaxation and encourages employees to use all vacation benefits. Vacation leave is accrued on a monthly basis starting from the employee's first day at work. Employees may not, however, take vacation leave during the first six (6) months of employment or during a disciplinary probation period. Full-time employees accrue vacation leave according to the following schedule:

<u>Length of Service</u>	<u>Monthly Accrual</u>	<u>Annual Accrual</u>
1-2 years	8 hours	96 hours / 12 days
3-4 years	9 hours	108 hours / 13.5 days
5+ years	10 hours	120 hours / 15 days

Part-time employees accrue vacation time proportional to the number of hours worked. For example, a part-time employee who works 20 hours a week accrues four (4) hours of vacation leave each month during the first two (2) years of service. Employees will stop accruing vacation hours once they reach the annual accrual cap of 1.5 times their annual accrual rate. No additional vacation will accrue until the vacation balance falls below the employee's vacation cap.

Additionally, after five (5) years of service, employees are eligible to cash out accrued vacation time annually beginning the second pay period of their anniversary month. Some limitations include:

- Full-time employees may cash out up to 40 hours of accrued vacation. This is pro-rated for part-time employees.
- You must leave 80 hours in your accrual account after cash-out. If you become eligible but only have 100 accrued hours, you can only cash out up to 20 hours (100 - 80 = 20). This is pro-rated for part-time employees.

- The balance of your vacation accrual account is determined by the most recent monthly accrual report. Partial months or daily accrual rates will not be eligible.
- You may elect to cash-out during any month of the year.
- You may cash-out only once per year.
- Only signed requests received by fiscal by the second timesheet due date of the month during the year will be eligible.
- A year is defined as beginning on the 1<sup>st</sup> of your anniversary month and ending 11 months later.

To take vacation time off, you should submit a written request to your immediate supervisor. Vacation time is subject to the approval of your immediate supervisor. To allow supervisors to plan for your absence, vacation requests should be submitted as far in advance as possible. You are also responsible for scheduling your vacation time in accordance with agency policy.

██████ does not advance vacation days.

At the conclusion of your employment with ██████, you will be paid for all unused, accrued vacation leave.

## **Development Days**

██████ encourages employees to find opportunities for personal and professional development. To support this, ██████ provides paid development days for employees who have completed five (5) years of service to the agency. You may take one (1) development day in your sixth year of service, and one (1) additional development day for each year thereafter, up to five (5) days total.

To schedule development days, you should make arrangements with your supervisor. You are responsible for scheduling development days in accordance with agency policy.

Employees are not paid out for unused development days at the end of their employment with ██████.

## **Paid Sick Leave**

Sick leave is for the mutual protection of employees and their co-workers. Sick leave accrues for all regular full-time employees at the rate of 8 hours per month and may be accumulated up to a maximum of 96 hours, or 12 days. Regular part-time employees accrue pro-rated sick time based on their regularly scheduled work hours. With prior supervisory approval, employees may also use sick leave for preventative medical and dental exams and treatment. Employees may also use up to ½ of their accrued sick leave to care for an ill child, spouse, registered domestic partner or parent. Employees may begin to take sick leave after completing 90 days of employment. Absences of five (5) or more consecutive working days require a physician's written confirmation of the existence and duration of the illness as well as the employee's ability to resume work. Employees may be required to provide a physician's written confirmation of an

illness for a shorter amount of time.

Sick Leave and vacation leave are not interchangeable. Employees are not paid for unused, accrued sick leave at the end of their employment with [REDACTED].

## **LEAVES OF ABSENCE**

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### **Family and Medical Leave**

Family and Medical Leave will be provided to employees consistent with the Agency's legal obligations under the federal Family & Medical Leave Act and the California Family Rights Act (CFRA). To the extent possible, leave under both these laws shall run concurrently.

#### **Eligibility**

To be eligible for Family and Medical leave, an employee must have been employed by [REDACTED] for 12 months in the last seven years at a location with 50 employees within a 75 mile radius, and have served at least 1250 hours during the 12-month counting backward from the date the requested leave will start. An employee is entitled to 12 weeks of Family and Medical leave during a 12 month period, counting backward from the date the requested leave will start. Employees with any questions regarding this eligibility for Family and Medical Leave should contact the Personnel Officer for more information.

#### **Purpose of the Leave**

Family and Medical Leave is available for the following purposes:

For incapacity due to the employee's pregnancy, prenatal medical or childcare; to care for a new child of the employee during the first 12 months following the birth or placement of a child with the employee for adoption or foster care;

To care for the serious health condition of the employee's spouse, domestic partner, child, or parent ("covered relation");

For a serious health condition that makes the employee unable to perform one or more essential functions of the position;

To attend to a qualifying exigency as defined by law of a spouse, child or parent who has been called to active duty or is already on active duty; or

Up to 26 workweeks per 12 month period are available to care for a spouse, child, parent or next of kin who is injured while on active military duty.

Any leave of absence that is granted to an employee under this policy or any other policy for a purpose specified above shall be credited against the 12 week limit contained in this policy.

**Serious Health Condition** is an illness, injury, impairment, or physical or mental condition that involves either (A) inpatient care in a hospital, hospice, or residential medical care facility; or (B) continuing treatment by a health care provider.

### **Notice of Need for Leave**

An employee must provide at least thirty (30) days notice to ██████ of the need for the leave unless notice is excused by compelling reasons. Notice should be given to Human Resources Director and must be accompanied with certification from a health care provider as described below. Leave can be taken intermittently when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt operations. Intermittent leave may not be taken to care for a child following birth or placement.

### **Certification by a Health Care Provider**

If an employee requests a leave due to the serious health condition of the employee or a family member or to care for an injured active duty military eligible family member or next of kin, the employee must support the request with a medical certification within fifteen (15) days of the request for the leave. The medical certification must include the following information: (1) projected beginning and ending dates (2) a confirmation that the leave is needed for a serious health condition of the employee or an eligible family member. If additional leave is necessary beyond that the time period in the initial medical certification, an additional medical certification must be submitted to ██████ prior to the expiration of the first leave period.

### **Agency Responsibilities**

When an employee requests leave, the Human Resources Department will inform the employee whether he or she is eligible, and provide the employee a written notice that includes details on additional information that he/she will be required to provide. The employer will also provide notice when it designates leave as FMLA leave, which will identify what steps the employee needs to take to return from leave and any medical certification requirements.

### **Returning from Leave**

Before returning to work from a leave of absence for his/her own medical condition, an employee must provide a health care provider's statement that indicates that he or she is fit to return to work, with or without restrictions. ██████ reserves the right to have the employee examined by a physician of its choosing, at its expense, if ██████ has a question as to the condition or capabilities of the employee to perform his or her essential job functions upon return, or any requested accommodations or related issues. Results of this examination will be used to determine the employment status of the individual after consideration of reasonable accommodations, if applicable.

### **Benefits during Family and Medical Leave**

Pay issues: Family and Medical leave is typically unpaid. However, an employee on Family and Medical Leave must/may use their accrued paid

leave (Specify: sick or vacation or PTO) in accordance with the terms for the use of such paid leave for any portion of the leave for which they otherwise do not receive disability payments (e.g. worker's compensation disability, or short term disability or paid family leave from the EDD) Any accrued paid leave available will be coordinated with any disability payments to equal no more than 100% of the employee's regular pay. If the employee has no paid leave accrued, or runs out of paid leave during the Family and Medical Leave, the remainder of the leave will be unpaid. Employees do not accrue paid leave when in unpaid status.

Health Insurance: During an approved Family and Medical Leave, the Agency will maintain the employee's health benefits as if the employee continued to be actively employed. If paid leave is substituted for unpaid Family and Medical leave, the Agency will deduct the employee's regular portion of the health plan premium as a regular payroll deduction. In the event paid leave is not used or is exhausted, the employee must continue to pay the regular employee portion of the premiums to the Human Resources Department by the first of the month in which it is due, or employees will lose health coverage.

Return from Leave: At the end of an approved Family and Medical leave, [REDACTED] will attempt to restore the employee to his or her position or to an equivalent or comparable position. An employee returning from medical leave must inform his/her supervisor of the actual return date at least one week before the day they plan to return to work.

[REDACTED] may consider employees who fail to return to work the next workday following the expiration of a leave to have voluntarily resigned. An employee also may be considered to have resigned if he or she accepts employment from another company, or engages in self-employment while on leave, or falsifies the reason or need for a leave. Should the employee fail to return from this leave, [REDACTED] may recover the premiums paid on the employee's behalf, unless the employee's reason for failing to return is either the employee's serious health condition or circumstances beyond the employee's control. To the extent permitted by law, all federal and state mandated leaves will run concurrently.

## **Pregnancy Disability Leave**

Under the California Fair Employment and Housing Act (FEHA), employees who are disabled by pregnancy, childbirth or related medical conditions are eligible to take a pregnancy disability leave. Employees who are affected by pregnancy or a related medical condition are also eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if such a transfer is medically advisable. The pregnancy disability leave is for any period or periods of actual disability caused by an employee's pregnancy, childbirth or related medical conditions up to four months (or 88 work days for a full-time employee) for pregnancy.

The pregnancy disability leave does not need to be taken in one continuous period of

time, but can be taken on an as-needed basis.

Time off needed for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth would all be covered by the employee's pregnancy disability leave.

Employees may be required to obtain a certification from their health care provider of their pregnancy disability or the medical advisability for a transfer. The certification should include the following information:

The date on which the employee becomes disabled due to pregnancy or the date of the medical advisability for the transfer;

The probably duration of the period of disability or the period for the advisability of the transfer; and

A statement that, due to the disability, the employee is unable to work at all or to perform any one or more of the essential functions of her position without undue risk to herself, the successful completion of her pregnancy or to other persons, or a statement that, due to their pregnancy, the transfer is medically advisable.

At the employee's option, she can use any accrued vacation or other accrued paid time off as part of her pregnancy disability leave before taking the remainder of her leave as an unpaid leave. ██████ may require that the employee use up any available sick leave during her pregnancy leave. The employee may also be eligible for SDI for the unpaid portion of her leave.

Employees requesting approval for time off to bond with a baby after the pregnancy disability has ended must request such leave under another leave policy.

## **Jury Duty**

██████ recognizes that employees may be called upon to serve on jury duty. If an employee receives a summons to report for jury duty, the employee should let the supervisor know as soon as possible. ██████ will pay an employee's salary for up to ten (10) consecutive days of jury service. After which all Fair Labor Standards Act regulations will apply. ██████ requires documentation from the court confirming an employee's jury service.

## **Bereavement Leave**

The Executive Director grants up to three (3) days paid absence for a regular full-time or regular part-time employee following a death in the immediate family. Immediate family is defined as spouse, child, parent, grandparent, grandchild, brother, sister, domestic partner, father-in-law, mother-in-law, legal dependent or spouse's child or grandchild.

## **Unpaid Leaves of Absence**

Sometimes an employee may need to take an extended leave of absence from employment. Leaves of absence of up to 30 days may be granted to regular, full-time employees in extraordinary circumstances at the discretion of their immediate supervisor and the Executive Director. These leaves are unpaid. The employee must exhaust any accrued vacation leave before beginning an unpaid extended leave of absence. Vacation and sick leave do not accrue during such a leave of absence, and the employee will not be paid for holidays during this period. To the extent that the need to take such a leave is foreseeable, employees must give █████ 30 days advance notice. Otherwise, the employee should inform their supervisor as soon as possible beforehand.

If you take actions during your leave that are inconsistent with an intention to return to your employment with █████ – such as accepting full-time employment with another employer – you will be considered to have voluntarily terminated your employment. If your leave of absence expires and you do not contact your supervisor concerning a date to return to work, you will be considered to have voluntarily terminated your employment.

## **Educational Leave**

Employees who need to upgrade their skills may be allowed to time off to further their education or training. Educational leave must be recommended by their immediate supervisor and be approved by the Executive Director. Education leave may be paid or unpaid, and employees may choose to use their accrued vacation time, if available.

## **Military Leave**

█████ will grant employees a military leave of absence to the extent required by applicable federal or state law.

## **JOB PERFORMANCE**

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### **Performance Reviews**

After the introductory period, each employee will be evaluated annually by his or her supervisor. The purpose of the performance review is to evaluate the employee's current level of performance, to examine the progress made since the last review, and to establish goals for the employee's next review. During the review, employees are encouraged to discuss any concerns regarding their position or performance, and they will have the opportunity to write comments on the evaluation. After the supervisor and employee sign the evaluation, it will be placed in the employee's personnel file. The employee may request for a copy of the performance evaluation. Evaluations are not intended to constitute or become part of any express or implied contract of employment, and in no way alter the employee's at-will employment status.

## Compensation Reviews

Compensation reviews are conducted in conjunction with performance reviews during ██████'s annual performance assessment period, which occurs before the end of the fiscal year. Employees will receive their first compensation review in the assessment period that falls after their first year of employment. At this time, they may receive a compensation adjustment based on their performance. All compensation decisions are the sole discretion of ██████ and are subject to the availability of funds and a positive performance review does not guarantee a raise.

## Promotions and Transfers

██████ encourages all employees to apply for promotional opportunities for which they are qualified. To encourage an extended commitment to the new position, promoted employees will not be eligible for another promotion for six (6) months.

## ADMINISTRATIVE POLICIES

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### Open Door Policy

Suggestions for improving ██████ are always welcome. At some time during employment, employees may have a complaint, suggestion or question regarding job duties, working conditions or the treatment employees are receiving. Good-faith complaints, questions and suggestions are also of concern to the Agency. Please use the following guideline when addressing concerns:

Within a week of the occurrence, the employee should inform his or her immediate supervisor who will investigate and attempt to provide a solution or explanation. If the complaint concerns the immediate supervisor, employees may bring the situation to the attention of the Executive Director or the Personnel Officer.

If the supervisor has not resolved the matter, the employee may state the concern in writing and present it to the Personnel Officer who will investigate and provide a solution or explanation. It is recommended that employees bring the matter to the Personnel Officer as soon as possible after they believe the immediate supervisor has failed to resolve the matter.

If the Personnel Officer has not resolved the matter, the employee may present the concern in writing to the Executive Director who will attempt to reach a final resolution.

This procedure, which ██████ believes is important for both the employee and the Agency, cannot result in every problem being resolved to the employees' satisfaction. However, ██████ values the employees' input and encourages employees to feel free to raise issues of concern, in good faith, without the fear of retaliation.

In order to help resolve an issue through this procedure, a written statement should

contain the following:

- Provide a specific complaint, suggestion, or question;
- Describe what took place. Use facts and avoid assumptions (e.g., "my supervisor doesn't care when other employees are late.")
- Furnish date or dates of incidents. Include name and title of individuals who are involved in the matter;
- Include all supporting documentation;
- State a resolution or suggest an action that would bring resolution.

This policy does not apply to disciplinary decisions, including termination.

## Conflicts of Interest

██████ is dedicated to serving the needs of the Koreatown community and is committed to preventing and avoiding conflicts of interest that would affect its ability to serve the community. A conflict of interest exists when an employee's loyalties or actions are divided between ██████'s interests and those of another, such as a grantor, contractor, client or another agency involved in activities comparable to ██████. Some common conflicts of interest include but are not limited to:

- Accepting personal gifts or entertainment from grantors, contractors, clients or a comparable agency;
- Working for a grantor, contractor, client or comparable agency;
- Active participation as an officer or board member of an agency involved in activities comparable to those of ██████ or active participation in the private or public fund-raising efforts of such agencies when these efforts are detrimental to the fund-raising efforts of ██████;
- Engaging in self-employment in competition with ██████;
- Using proprietary or confidential Agency information for personal gain or to ██████'s detriment;
- Having a direct or indirect financial interest in, or relationship with, a grantor, contractor, client or comparable agency;
- Using ██████ property or labor for personal use;
- Acquiring any interest in property or assets of any kind for the purpose of selling or leasing it to the Agency;
- Committing ██████ to give its financial or other support to any outside activity or organization; or
- Developing a personal relationship with a subordinate employee of the Agency or with an employee of a grantor, contractor, competitor, or client that might interfere with the impartial judgment in decisions affecting the Agency or any employees of ██████.

Additionally, although employees and family members are encouraged to participate in ██████ programs, ██████ does not allow any employee to supervise a member of his or her own family in programs, or participate in any programmatic decision involving a family member.

Employees unsure as to whether a certain transaction, activity, or relationship constitutes a conflict of interest should discuss it with their immediate supervisor or the Personnel Manager for clarification. Any exceptions to this guideline must be approved in writing by the Executive Director.

All employees and board members are expected to avoid both actual conflicts of interest and the appearance of a conflict. All employees and board members are required to:

- Disclose to the Personnel Department any interest, involvement or relationship, that you or a family member has with any grantor, contractor, competitor, or client of [REDACTED];
- Refrain from participating in or influencing any decision that involves a grantor, contractor, competitor, or client of [REDACTED].

Failure to comply with this policy shall result in disciplinary action up to and including termination.

### **Confidential Information**

Given the nature of our services, protecting confidential information, personal information, and protected health information is of vital concern to the Agency. Employees are responsible for maintaining the confidentiality of such data and protecting personal information from disclosure. Violations of this policy will result in disciplinary action up to and including termination.

Personal information includes personally-identifiable information such as Social Security numbers, background information, credit card information, health information, and other non-public information entrusted to [REDACTED]. Information about Agency clients may not be released without a signed consent form from the client.

Employees must take also precautionary measures when dealing with clients' or other employees' protected health information. Protected health information includes medical records or other data that contain individually identifiable health information that may be used, maintained, or disclosed in any form, including electronically, verbally or on paper. [REDACTED] will only allow disclosure of such protected information as permitted by applicable federal and state laws.

### **Gifts and Gratuities**

Employees, volunteers, interns, board members or their families may not accept gifts, money, gratuities, or personal services from [REDACTED]'s clients, contractors, or other persons who are in a position to benefit from any [REDACTED] action. Limited exceptions apply for gifts that are less than \$20 or edible gifts that may be shared with the staff. These exceptions must be approved by a Manager or Director before they are accepted. Any gifts that are received valuing more than \$20, must be submitted to the Personnel

Officer. Failure to comply with this policy will result in disciplinary action up to and including termination of employment.

## **Dress Code**

As an organization that provides services to the community, ██████ seeks not only good performance and conduct from its employees, but also expects them to observe high standards in their personal presentation. Employees should use common sense in regards to their dress and are expected to dress appropriately for their work requirements and environment. If an employee is asked to go home to change, the time required to do so will not be paid. Repeated violation of this policy may result in disciplinary action.

## **Employment of Relatives**

██████ does not allow any employee to supervise an immediate member of his or her family. Additionally, employees or board members may not participate in or influence any decision involving a family member. Such decisions include but are not limited to hiring, termination, promotion, demotion, compensation, and the awarding or withholding of benefits.

## **Technology Use and Privacy**

██████ provides computers, email, phones, fax machines, copiers and other technology resources to assist employees in performing their job duties for the Agency. Employees should use good judgment when using the Agency's technology resources and should take proper precautions to keep the Agency's network and information confidential and secure. Employees should keep all passwords confidential and limit use of equipment for work purposes, except for brief personal calls or emails. Although ██████ does not routinely monitor all network information, employees do not have an expectation of privacy, as the Agency is free to inspect all data and files created or stored on ██████ equipment. Employees should contact Information Services with any questions regarding security, internet use, off-site use of technology resources, file management, and confidentiality. Each employee is responsible for following ██████'s policies regarding technology use and failure to do so may result in disciplinary action.

## **Vehicles**

Employees who wish to use their personal automobiles for Agency business must first receive approval from the Personnel Officer. The employee must submit a Vehicle Use Clearance Information form, accompanied by proof of insurance and a copy of a valid California driver's license. As a part of the approval process, KYCC and its insurance carrier may review the employee's DMV driving record.

In addition to maintaining a valid California driver's license and automobile insurance coverage, the employee must operate the vehicle in a safe manner and keep his or her vehicle in safe and proper operating condition. Failure to abide by these policies

may result in disciplinary action, up to and including termination.

██████ will reimburse mileage for local travel. Please see the Personnel Officer for further details.

## **Travel**

All out of town travel must be authorized by the supervisor or the Executive Director in advance. The Agency will only reimburse reasonable and appropriate expenses incurred during business travel, and expects employees to incur only necessary expenses at the most reasonable price possible. Reimbursable expenses include transportation from the employee's home or office to the point of departure, transportation between cities, lodging, and meals for business trips longer than 24 hours. With adequate notice, ██████ will prepay these expenses directly to reduce the burden on employees. Other miscellaneous expenses must be approved by the Personnel Officer and will require receipts for reimbursement.

## **Solicitation and Distribution**

Persons not employed by ██████ may not solicit or distribute literature or other material on ██████ property for any purpose at any time.

## **Political Activities**

██████ will not use program funds to support employees engaging in partisan or nonpartisan political activities during work hours. No employee may engage in partisan political activity during work hours or in work areas. No employee may speak on behalf of ██████ in any political context that could jeopardize the Agency's non-profit status without prior permission of the Executive Director. Nor may an employee identify him or herself as an employee of ██████ or use ██████'s address or letterhead when running for public office, or making a personal endorsement of a political position or a political candidate or officeholder. Employees may not be employed at any time in positions involving political activities that conflict with employment at ██████.

## **Personnel Files**

██████ maintains personnel files for all staff. Files are confidential and for official use related to employment with ██████ only.

Employees are responsible for ensuring the accuracy of personal information and should advise ██████ of any personal changes such as address, tax or dependency status, telephone numbers, marital status, and educational status.

Employees may examine their files with the exception of job reference comments at reasonable intervals upon reasonable notice and written request to arrange an appointment for such an examination.

## **SAFETY AND HEALTH**

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█████ strives to foster and maintain a safe and healthful working environment for all employees. The responsibility for safety extends to every individual working for █████. █████ has established a comprehensive program to maintain the safety and health of our employees. All employees are expected to comply with █████'s Injury and Illness Prevention Program, to carefully review and observe all safety and operating rules, and to report to their supervisors any hazardous conditions or accidents (no matter how minor) so that █████ may take corrective measures as soon as possible. Supervisors are responsible for reviewing health and safety rules as well as protection procedures with staff members directly under their supervision.

█████ is committed to providing proper instruction and training for all employees regarding safety practices and procedures that affect the general work place and those specific to the employee's job.

### **Accident Reports and Investigation**

Any employee injured on the premises or while otherwise on duty shall report the injury immediately to the employee's supervisor. In the absence of the supervisor, the report should be made to the next level of supervision. All accidents will be properly investigated by █████ and/or █████'s insurance carrier.

### **Drug and Alcohol Free Workplace**

In conjunction with █████'s goal to provide a safe and healthy working environment for all employees, █████ is committed to providing a drug and alcohol-free workplace. All employees are subject to and must abide by this policy as a term and condition of their employment.

The use, sale, distribution or possession of narcotics, illegal drugs or controlled substances while on the job or on █████ property is strictly prohibited and will result in discipline, up to and including termination. Any employee working while under the influence of narcotics, illegal drugs or controlled substances is subject to discipline, up to and including termination. Any employee bringing alcohol onto █████ property or working while under the influence of alcohol will be subject to discipline up to, and including, termination.

Employees must notify the Executive Director of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction. Any employee convicted under a criminal drug statute for a violation occurring in the workplace may receive appropriate discipline up to and including discharge.

█████ recognizes alcoholism and drug abuse as treatable diseases. If an employee suspects that he or she may have an alcohol or drug problem, █████ encourages the employee to seek treatment. If an employee is having a difficult time dealing with an alcohol or drug problem, █████ is willing to offer its help on a completely confidential

basis and will help the employee find appropriate professional assistance.

The legal use of prescribed drugs, consistent with the prescribing doctor's instruction, is not prohibited by this policy. The use of over-the-counter drugs is also not prohibited. However, many legal prescription and over-the-counter drugs have a sleep-inducing or narcotic effect or interfere in other ways with mental or physical functioning. If an employee is taking or expects to be taking any legal prescription or over-the-counter drugs that may affect his/her ability to perform her job, the employee must notify her supervisor of the situation. If you cannot perform all of the essential functions of your job satisfactorily, even with reasonable accommodation, because you are taking prescription or over-the-counter medicine, we may require you to see a doctor. The doctor must certify that your presence on the job will not create an unsafe condition. You may be obliged to take a leave of absence if the doctor concludes that you cannot do your job safely and efficiently because you are using prescription or over-the-counter medicine.

### **Non-Smoking Policy**

██████ is a tobacco-free environment. Smoking is not allowed in or adjacent to any facility at any time. Employees are responsible for informing all clients, volunteers, contractors, and visitors of this policy. Employees who smoke will not be provided additional breaks.

### **Workplace Violence Prevention**

██████ is committed to providing a safe, violence-free workplace. Accordingly, ██████ strictly prohibits employees, contractors, clients, visitors, and anyone else on ██████'s premises, or engaging in a ██████-related activity, from behaving in a violent manner. For the purposes of this policy, a violent act is an act in which one or more persons seek to hurt or intimidate another through the use of physical contact, threatening behavior, verbal harassment or manipulation. It includes but is not limited to beatings, stabbings, shootings, sexual assaults, psychological traumas such as threats, obscene phone calls, an intimidating presence, and harassment of any nature such as stalking, swearing or shouting.

#### **Reporting Procedures**

If any employee observes or becomes aware of any of the above-listed actions or behavior by an employee, contractor, client, visitor, or anyone else, he or she should immediately notify the supervisor or Personnel Officer. All reports or incidents will be taken seriously and will be investigated promptly and thoroughly. The investigation of the report will be handled confidentially, to the extent possible.

Employees who report in good faith what they believe to be workplace violence or who cooperate in any investigation will not be subject to retaliation. Any employee who believes he or she has been the victim of retaliation should immediately contact the supervisor or Personnel Officer.

### **Enforcement**

Threats, threatening conduct or any other acts of aggression or violence in the workplace will not be tolerated. Violations of this policy will be subject to discipline, up to and including termination. Non-employees such as volunteers, contractors, and clients who commit engage in violent acts will be reported to the civil authorities and prosecuted.

### **Employee Assistance**

Any employee who believes that he or she may have a problem that could leave to violent behavior in or out of the workplace has the right to seek assistance through [REDACTED]. Interested employees should contact the Personnel Officer for more information.

## **DISCIPLINE AND TERMINATION**

The orderly and efficient operation of [REDACTED] requires that employees observe certain standards of job performance and conduct. When job performance or conduct does not meet [REDACTED]'s standards, [REDACTED] may choose, in its sole discretion, to provide employees with a reasonable opportunity to correct the deficiency. If the employee fails to make the correction, the employee will be subject to discipline up to and including termination. [REDACTED] may also decide, in its sole discretion, to issue a verbal or written warning, or impose a period of suspension prior to terminating the employee. A practice of employee discipline does not imply that progressive discipline is required. All employment is at-will which means that it may be terminated with or without cause or advance notice.

Although [REDACTED] is an at-will employer and reserves the right to terminate employment at any time with or without cause, the following guidelines generally apply to the discipline and termination of employees. These guidelines do not create any contractual or other rights in any employee, and employees must understand that [REDACTED] does not adhere to any formal system of discipline, and that [REDACTED] retains absolute discretion to issue a warning or terminate an employee. Examples of conduct that may be a basis for disciplinary action up to and including termination are:

- Unlawfully harassing or otherwise discriminating against any employee, volunteer, client or individual doing business with [REDACTED] on any basis protected by law.
- Discourteously treating the public or other [REDACTED] employees.
- Threatening or acting violently towards the public or other [REDACTED] employees.
- Falsifying applications and documents, or using dishonesty or fraud in securing an appointment or promotion.
- Being under the influence of alcohol or drugs during working hours.
- Continual below-standard performance.
- Failing to show up for work without notice, or demonstrating excessive absenteeism.
- Frequent tardiness that affects an employee's performance or office productivity.
- Using a [REDACTED] position for personal gain (e.g., accepting kickbacks for [REDACTED] services).
- Performing under a conflict of interest or failing to report that conflict of interest to

the organization.  
Exposing confidential employee or client information, or failure to take precautionary measures to protect confidential information.  
Falsifying expense, travel, and parking claims, time cards, personnel records, and program reports.  
Insubordination.  
Misuse or theft of [REDACTED] property, funds, or records.  
Undue personal involvement interfering with [REDACTED] business.  
Abusing leave privileges.  
Other acts or conducts which are prohibited by funding sources.  
Other acts or conducts that reflect poorly upon [REDACTED], or are otherwise incompatible with the objectives of the organization.  
Criminal conviction for offenses related, but not limited to, illegal drugs or sexual misconduct.  
Possession or use of illegal drugs.

This is not an exhaustive list, but merely examples of such conduct.

### **Voluntary Resignation**

Voluntary resignation occurs when an employee initiates the action that terminates his or her employment with [REDACTED] for any reason. An employee who chooses to leave [REDACTED] is requested to submit written notice to his or her immediate supervisor in advance, indicating the final day of work. To allow [REDACTED] to make the appropriate changes in personnel, employees in management positions are requested to give at least thirty (30) days written notice, and line-staff and general office staff are requested to give at least two (2) weeks written notice of their intention to leave.

### **Involuntary Termination**

Involuntary termination occurs when [REDACTED] initiates the action that terminates the employee's employment. [REDACTED] is an at-will employer and reserves the right to terminate with or without cause, and with or without notice. In certain circumstances, however, [REDACTED] may *in its sole discretion* provide employees who are to be terminated with prior notice or may give pay in lieu of such notice.

Due to the limited nature of funding and the possibility of funding cuts, a decrease in activities or reorganization, [REDACTED] may be required to make personnel cuts to meet the operational needs of the organization. Layoffs may be implemented on an agency-wide basis, or in one or more departments, work groups or job classifications. The Executive Director has the discretion and authority to determine who shall be laid off based on business necessity. [REDACTED] will provide advance notice of the lay-off, if possible.