



**Community Action  
Partnership of North  
Alabama, Inc.**

**Human Resources  
Policies and Procedures Manual**

**Version 1.9  
October 28, 2021**

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# **SECTION 1**

## **INTRODUCTORY**

### **1.1 WELCOME STATEMENT**

Effective Date: **10/28/2021**

The Community Action Partnership of North Alabama welcomes each employee to an organization that is mission driven and results focused. As a comprehensive community action agency, we trace our roots to the Economic Opportunity Act of 1964. Primarily serving Morgan, Cullman and Lawrence Counties and governed by an eighteen-member Board, the Partnership seeks to accomplish its vision and mission by enabling, equipping and empowering each employee to perform at a high level and make a difference every day. With operating grants that now currently include seventeen north Alabama counties, the Partnership is one of the largest non-profits in Alabama and is focused on addressing the needs of vulnerable people every day.

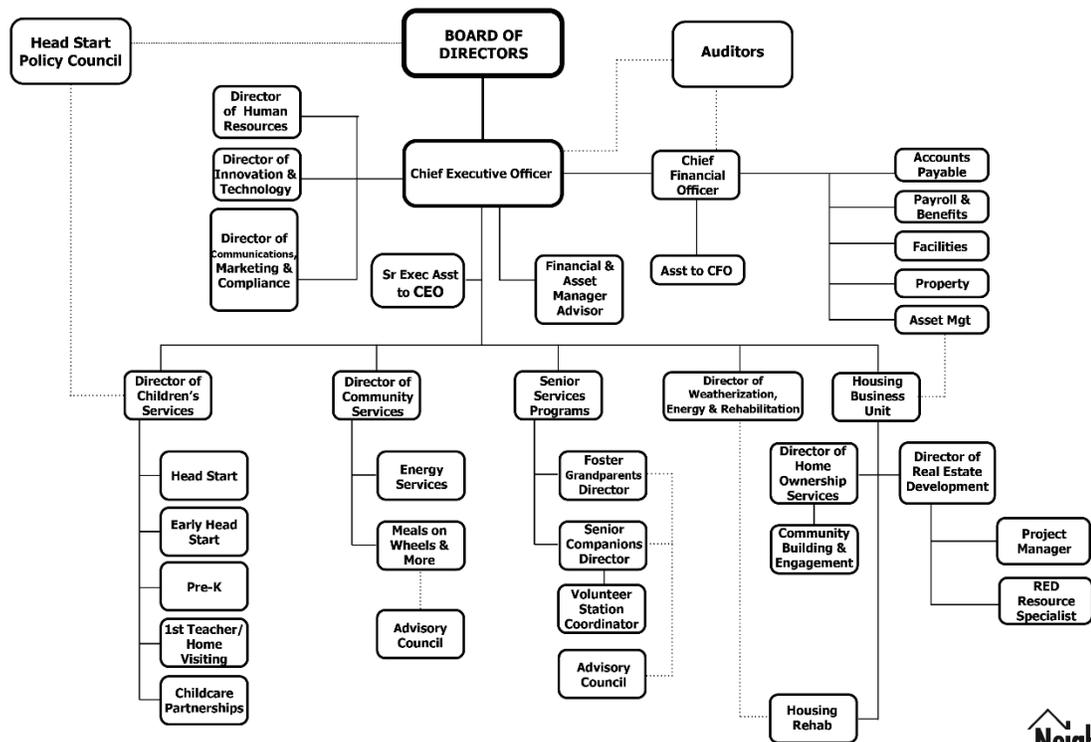
Welcome to the Partnership. Let's do great work together!

## 1.2 ORGANIZATIONAL CHART

Effective Date: 10/28/2021

This organizational chart defines the reporting relationships within the Partnership. Solid lines indicate direct reporting relationships. Dotted lines indicate indirect reporting relationships.

### COMMUNITY ACTION PARTNERSHIP OF NORTH ALABAMA Organizational Chart



June 2021



### **1.3 VISION, MISSION, VALUES STATEMENTS**

Effective Date: **10/28/2021**

The Partnership's Vision, Mission and Values are:

**Our Vision:** As a unified comprehensive business, to be a premier and preferred service partner that creates opportunities resulting in thriving communities.

**Our Mission:** The Community Action Partnership of North Alabama is a results-driven, non-profit business committed to reducing or eliminating the causes and consequences of poverty for families and communities in need through comprehensive services and strategic partnerships.

**Our Corporate Values:** Financial Integrity, Operational Excellence, Exceptional Customer Service

**Our People's Values:** Engaged, Compassionate, Innovative, Collaborative

## **1.4 EMPLOYMENT PHILOSOPHY**

Effective Date: **10/28/2021**

The Human Resource Policies and Procedures at the Partnership are based on the belief that the Partnership's success is primarily dependent upon the employees. Employees can expect the Partnership to:

- Live and promote the vision, mission and values through all Partnership activities.
- Recognize employees as an important part of the Partnership's team.
- Review employee performance and provide feedback annually.
- Maintain competitive wages and benefits for the marketplace and industry.
- Provide a safe and respectful workplace.
- Encourage employees to expand their knowledge and value to the Partnership through educational and professional development opportunities.
- Establish and maintain a truly positive communications environment.
- Provide high-quality service and results for clients.

## **1.5 EMPLOYMENT EXPECTATIONS**

Effective Date: **10/28/2021**

Because the Partnership is mission driven and results focused, employees need to be committed to the Partnership's vision, mission and values. Employees are expected to hold closely to the Corporate and People Values of the Partnership.

### **CORPORATE VALUES**

**Financial Integrity**-As most of our funding is derived from the taxpayer, CAPNA must be transparent, consistent and assume the financial oversight of our resources with integrity for our customers, partner agencies and the communities we serve.

**Operational Excellence**-Doing the right thing at the right time in an appropriate manner should be our goal as an agency. Our reputation and character will be determined on how we perform the services entrusted to us and will be measured on the results we produce.

**Exceptional Customer Service**-Our desire is to provide exceptional customer service in every interaction with those we serve. Treating our customers with respect and dignity shows them that they are highly valued. Our goal is to serve the needs of those by providing comprehensive service in a manner that exceeds the existing standards of compliance and demonstrates best practices.

**Leader of Change**-The Partnership strives to be the leaders of change related to the causes and consequences of poverty. Staff are encouraged to challenge the process and move to create improved methods, systems and programs that promote positive outcomes.

### **PEOPLE VALUES**

**Engaged**-All staff should establish a meaningful contact and professional connection with our customers, staff and partner agencies.

**Compassionate**-All staff should display genuine concern for others.

**Innovative**-All staff should lead change by challenging the process, developing better ways and by making necessary changes.

**Collaborative**-All staff are to be cooperative and embrace a team approach in all of our activities.

## 1.6 POLICY AND PROCEDURES MANUAL

Effective Date: **10/28/2021**

### PURPOSE/POLICY

The Community Action Partnership of North Alabama's Human Resources Policy and Procedure Manual provides our leaders and staff members with an understanding and approach to administering payroll and human resource department policies and procedures. Managers and supervisors are encouraged to familiarize themselves with its contents, as it will answer many questions concerning Human Resources Policies and Procedures at the Partnership.

The Board of Directors and the Partnership's leadership team believes that we accomplish the vision and mission of the Partnership together (see Vision, Mission and Value Statements). Because of this we believe that full transparency about Human Resources practices and supervision is important.

This Manual covers many of the situations that will affect employees' day-to-day work life in the Partnership, but not all. This manual is not an employment contract and does not create contractual obligations, nor is it a contract guaranteeing employment for any specific duration. The employee or the Partnership may terminate this relationship at any time, for any reason. No oral statements by supervisors or management can create a contract or modify their status as an employee-at-will. As an employee-at-will, an employee may quit at any time, with or without notice. The Partnership has the same right to terminate employment. Only the CEO or the Board of Directors has the authority to create an employment contract, and such contracts must be in writing and signed by the appropriate parties to be valid.

### PROCEDURE

1. The Manual will be available to all employees via the intranet and a copy will be available at all Partnership locations.
2. The Manual applies to employees, volunteers, independent individuals and organizations under contract or agreement to provide services.
3. In response to updated regulations, laws, payroll, and human resources best practices, the Manual is subject to change at any time.
4. Written authorization from the CEO and the Board of Directors is required prior to changing/updating the Manual.
5. Updates will be brought to the immediate attention of the appropriate groups of employees, volunteers, and independent individuals and organizations under contract or agreement to provide services through any of the following means:
  - a. Meeting
  - b. Posting of the change(s) on the Partnership website
  - c. Memorandum or e-mail
  - d. Amendments to the documents themselves

## **SECTION 2**

### **EMPLOYMENT POLICIES AND PRACTICES**

#### **2.1 EMPLOYMENT-AT-WILL**

Effective Date: **10/28/2021**

#### **PURPOSE/POLICY**

Employment-at-will impacts employment relationships at the Partnership. Employees may resign from the Partnership at any time, for any reason with or without notice. Employees may be terminated by the Partnership at any time, for any reason, with or without notice, and with or without cause. Only the CEO has the authority to create an employment agreement or employment contract and such agreements or contracts must be in writing and signed by the appropriate parties to be valid.

#### **PROCEDURE**

1. No one may modify this policy for any employee or enter any agreement contrary to this policy. No one will make any representation to any employee or applicant concerning any term or condition of employment with the Partnership that is not consistent with this policy.
2. No statement contained in the policies and procedures manual, employment application, recruiting material, or other written materials provided to any employee in connection with his/her employment will be construed as contradicting this policy by creating any express or implied contract of employment.
3. At the time of hiring, each employee will be informed that he/she is employed at the will of the Partnership and is subject to termination at any time, for any reason, with or without notice, and with or without cause.
4. Completion of a probationary period will not change an employee's status as an employee-at-will or in any way restrict the Partnership's right to terminate an employee.

## **2.2 EQUAL EMPLOYMENT OPPORTUNITY**

Effective Date: **10/28/2021**

### **PURPOSE/POLICY**

The Partnership is committed to providing a policy of equal employment opportunity factors for all employees. All employment decisions are based on merit, qualifications, and competence. Employment at the Partnership is not influenced or affected by an applicant or employee's race, color, religion, gender, age, national origin, qualified, ancestry, sexual orientation, military service, veteran status, marital status, genetic information, pregnancy, or any other characteristic protected by federal and state law and/or regulations. This policy governs all aspects of employment, promotion, assignment, discharge, and other terms and conditions of employment. All employees are required to have proof of identity and authorization to work.

The Partnership is committed to providing a work environment free from discrimination and harassment.

### **PROCEDURE**

1. The Human Resource Director will oversee the administration of the Equal Employment Opportunity (EEO) Policy and may act through the Leadership Team members and/or the CEO as necessary to carry out this policy.
2. The Partnership will not discriminate, harass, or retaliate in any policy, practice, or procedure on the basis of any non-merit factor or protected class as outlined in the federal and state laws and regulations.
3. The Human Resource Director will ensure the Partnership meets all EEO-related requirements, including confirming appropriate notices are posted on the bulletin boards of the various programs and sites. This information may also be used to ensure that employment-related decisions are made in compliance with federal and state non-discrimination laws and this policy.
4. The Human Resource Director will arrange for EEO and diversity training for all employees and volunteers. All employees are responsible for creating and maintaining a work environment free of discrimination and harassment.
5. An employee, applicant, or volunteer will be given the option to file a discrimination, harassment, or retaliation complaint with the Human Resource Director or the CEO [See specific Harassment and Discrimination Reporting Procedure]. Both parties will be informed of the results at the conclusion of the investigation.
6. The Human Resource Director and/or the CEO will promptly respond to, report, and/or investigate any suspected acts of discrimination, harassment, and retaliation in violation of the Partnership's EEO Policy.

## **2.3 POLITICAL AFFILIATIONS**

Effective Date: **10/28/2021**

### **PURPOSE/POLICY**

The Partnership, its leadership and administration will ensure, as far as reasonably possible, that all program activities are conducted in a manner that provides assistance effectively, efficiently, and free of any influence of partisan political bias. All employees must understand the impact on our agency and its programs when it involves partisan politics and political positions. All employees are expected to show mature judgment and balance when discussing political positions, elected officials and legislation. Any employee seeking political office should discuss this action with the CEO prior to declaring for an election.

### **PROCEDURE**

Partnership employees may not:

1. Use his/her official authority or influence for the purpose of interfering with or affecting the result of an election or nomination for office.
2. Directly or indirectly coerce, attempt to coerce, command, or advise a state or local officer or employee to pay, lend, or contribute anything of value to a political party, committee, organization, agency, or person for a political purpose.
3. Be a candidate for elective public office in a partisan election if the employee is paid 100% from Head Start or CSBG funds.
4. Identify themselves as Partnership employees, wear branded clothing or have any visible identification while on their own time while involved in political matters.

Partnership employees on their own time may:

1. Attend and participate in partisan political activities.
2. Inform political candidates, committees or organizations of the need to support certain community needs or concerns.

In General:

1. Activities will not be carried on in a manner involving the use of program funds, the provision of services, or the employment or assignment of personnel in a manner supporting or resulting in the identification of such programs with:
  - a. Any partisan or nonpartisan political activity or any other political activity associated with a candidate, or contending faction or group, in an election for public or party office.
  - b. Any voter registration activity.
  - c. Any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election.

## **2.4 HARASSMENT AND DISCRIMINATION**

Effective Date: **10/28/2021**

### **PURPOSE/POLICY**

The Partnership is committed to maintaining a work environment that is free from harassment and discrimination where employees at all levels of the Partnership are able to devote their full attention and best efforts to the job. Harassment or discrimination, either intentional or unintentional, will not be allowed in the workplace. The Partnership prohibits and will not tolerate any form of harassment or discrimination of or by any employee or individual within the Partnership, or from outside the company who works with us or visits our locations (vendors, guests) based on race, color, religion, gender, age, national origin, ancestry, sexual orientation, military service, veteran status, marital status, genetic information, pregnancy, or any other characteristic protected by federal and state law and/or regulations.

The Partnership takes very seriously its commitment to providing a respectful work environment and will not tolerate disrespectful or bullying behavior toward anyone for any reason. We look to all employees to create and maintain a respectful and professional work environment.

The Partnership prohibits retaliation against any employee who lodges a good faith concern or complaint of harassment or discrimination or who participates in any related investigation in accordance with HR Policy 2.9 Whistleblower Protection.

### **PROCEDURE**

#### **Sexual Harassment**

1. Sexual harassment may include but is not limited to unwelcome sexual advances, requests for sexual favors, and other physical or verbal conduct of a sexual nature when it meets any of the following:
  - a. Submission to such conduct is either explicitly or implicitly made a term or condition of employment.
  - b. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual.
  - c. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive environment for working.
2. Examples of sexual harassment may include, but are not limited to:
  - a. Some incidents of physical assault.
  - b. Direct or implied threats that submission to sexual advances will be a condition of employment, work status, or promotion.
  - c. Direct propositions of a sexual nature and/or subtle pressure for sexual activity that is unwanted and unreasonably interferes with a person's work.
  - d. Sexual comments or inappropriate references to gender or physical characteristics.
  - e. Sexually explicit statements, questions, jokes, or anecdotes regardless of the means of communication (oral, written, electronic, etc.).
  - f. Unwanted touching, patting, hugging, brushing against a person's body, or staring.
  - g. Inquiries and comments about sexual activity, experience, or orientation.
  - h. The display of inappropriate sexually oriented materials.

## **Other Harassment**

All persons involved in the Partnership are entitled to work and access services in an atmosphere free of harassment of any kind and disrespectful behavior. Individuals may occasionally make statements or use words, objects, or pictures that others could interpret as being insulting or derogatory toward persons based on characteristics protected by federal and state law or regulation. Such conduct may make a reasonable person uncomfortable in the work environment or could interfere with an employee's ability to perform his/her job or with a client's comfort in accessing services. Comments or actions of this type, even if intended as a joking matter among friends, are inappropriate in the workplace and will not be tolerated.

## **Bullying**

Disrespectful and bullying behavior toward anyone is unacceptable workplace behavior. Bullying or victimizing another employee is also considered "harassment" under this policy. Bullying is defined as conduct including, but not limited to:

1. Repeated infliction of verbal abuse such as derogatory remarks or insults.
2. Verbal or physical conduct that is threatening, intimidating, or humiliating.
3. Sabotage or undermining of an employee's work performance.
4. Exploitation of an employee's psychological or physical vulnerability.
5. For purposes of clarity, bullying does not include workplace discipline, direction or counseling by a supervisor when conducted in a professional manner.

Such conduct will not be tolerated, and all employees are expected to treat other employees, clients and stakeholders with respect and dignity.

## **Required Reporting Procedures for Complaints of Harassment or Discrimination**

1. Any individual, regardless of position, who has a complaint of or who witnesses harassment, discrimination or bullying at work by anyone, must immediately bring the matter to both their immediate supervisor, and the Human Resources Department and/or the CEO's attention. If the matter involves a complaint against the immediate supervisor, the individual is not required to include the supervisor in the report. If an employee reports an incident, Human Resources will promptly investigate the alleged incident or assign a qualified person to investigate.
2. The Partnership will make every reasonable effort to conduct all proceedings in a manner that will protect the confidentiality of all parties. Parties to the complaint should treat the matter under investigation with discretion and respect for the reputation of all parties involved.
3. Complainants will be asked to provide a written description of their complaint to the Human Resource Director.
4. Once a complaint has been received an investigation will begin. The investigation may include, but is not limited to, review of written statements from both parties, witness

interviews, obtaining witness declarations, review of documentation, and on-site investigation. The person conducting an investigation will maintain a written record of all witness interviews, evidence gathered, the outcome of the investigation, and any other appropriate documents. Records of such an investigation will not be maintained in personnel files unless they are part of a formal corrective action.

5. Results of the investigation will be shared with the appropriate people.
6. If it has been determined that discrimination, harassment, or retaliation has occurred, a determination will be made as to the appropriate sanctions or corrective action.
7. The Partnership prohibits retaliation against any individual who has raised a good faith complaint of discrimination, harassment or retaliation or who has participated in the investigation of such complaints.

## **2.5 DIVERSE WORKFORCE**

Effective Date: **10/28/2021**

### **PURPOSE/POLICY**

The Partnership recruits and hires a diverse workforce and provides equal opportunities to all candidates to better reflect our job market, the people we serve, and to provide better service to our clients.

### **PROCEDURE**

1. When recruiting for open positions, the Human Resource Director will advertise and recruit in media and markets that offer equal opportunities.
2. The Human Resource Director reviews hiring records to ensure the Partnership is taking appropriate steps in an effort to create and maintain a workforce that is both diverse and qualified.
3. All advertisements will state the Partnership is an equal opportunity employer.
4. Advertisements must be approved by the Human Resource Director and/or the CEO.

## **2.6 CERTIFICATION AND LICENSE REQUIREMENTS**

Effective Date: **10/28/2021**

### **PURPOSE/POLICY**

The Partnership requires employees to obtain and maintain all job related licenses and certifications.

### **PROCEDURE**

1. Prior to beginning work, employees whose position requires licenses and/or certifications must provide these credentials for verification to Human Resources. A copy of the license and/or certification will be kept in the personnel file.
2. Where licenses or certifications are required, renewal must be made according to federal and/or state law. It is the employee's responsibility to ensure the licenses and/or certifications are kept current and copies are submitted to Human Resources.
3. Failure to keep required licenses and/or certifications current may result in suspension/termination.
4. The cost of the license renewal and certification cost will be covered by the Partnership if it relates to the employee's current position or a position he/she will be expected to perform. It is the employee's responsibility if it is not related to his/her position unless specifically agreed to before the cost is incurred. Program variances may affect this policy.

## **2.7 CLIENT ABUSE AND NEGLECT**

Effective Date: **10/28/2021**

### **PURPOSE/POLICY**

The Partnership must respond to suspected or known child abuse and neglect or child sexual abuse as provided by applicable laws and regulations whether it occurs inside or outside of the program. The Partnership must respond to suspected or known vulnerable adult abuse and neglect in accordance with applicable laws and regulations whether it occurs within or outside of the Partnership. Each person within the Partnership must report suspected abuse and neglect in accordance with the provisions of applicable Alabama law.

### **PROCEDURES**

1. Individuals in the Partnership will preserve the confidentiality of all records pertaining to known or suspected child or vulnerable adult abuse or neglect in accordance with applicable state law.
2. No one within the Partnership will undertake on their own to investigate or treat cases of suspected child or vulnerable adult abuse and neglect.
3. Any person in the Partnership suspecting child or vulnerable adult abuse or neglect will report it immediately to Department of Human Resources (DHR) or the local law enforcement authorities. For more information, see Minimum Standards for Day Care Centers.
4. Each person in the Partnership will cooperate fully with child protective service agencies, local law enforcement and county social services agencies.
5. The Partnership will make every effort to retain in the program children allegedly abused or neglected.
6. The appropriate Program Director is designated with responsibility for:
  - a. Working closely with the employee suspecting child or vulnerable adult abuse or neglect to ensure reporting to the authorities is handled correctly according to state law.
  - b. Establishing and maintaining cooperative relationships with the agencies providing child protective services and adult social services in the community and with any other Partnership to which abuse and neglect must be reported under state law, including regular formal and informal communication with staff at all levels of the agencies.
  - c. Informing parents and staff of what state laws require in cases of suspected child and vulnerable adult abuse and neglect.
  - d. Knowing what community medical and social services are available for families with suspected abuse or neglect.
  - e. Reporting instances of suspected child abuse and neglect among children reportable under federal (and/or applicable state) law on behalf of the program.
  - f. Discussing the report with the family if it appears desirable or necessary to do so.
  - g. Informing other staff regarding the process for identifying and reporting suspected child and vulnerable adult abuse and neglect.
7. The Partnership provides program specific orientation and training for staff on the identification and reporting of child abuse and neglect.

## 2.8 PROBLEM RESOLUTION

Effective Date: **10/28/2021**

### PURPOSE/POLICY

The Partnership provides means for all persons involved in the agency to bring problems and concerns regarding their employment first to their immediate supervisor and then to the next level(s) of leadership and/or Human Resources. The Partnership supports and encourages all employees to use appropriate conflict resolution practices to address their concerns and issues at the most immediate level.

Employees will be given an opportunity to present their concerns and to appeal decisions by management through a formal problem resolution/grievance procedure. All concerns or incidents will be documented and placed in a file separate from the employee's personnel file. This policy in no way alters the policy of employment-at-will.

Non-employees will also be given an opportunity to present their concerns and to appeal decisions by management through a formal problem resolution/grievance procedure. All concerns or incidents will be documented.

The Partnership prohibits retaliation against any employee who has in good faith filed a problem or complaint, or against anyone who participates in a related investigation.

**To ensure prompt investigation and response, complaints of harassment, discrimination, wage and hour matters, or retaliation MUST be made by following the specific complaint procedure for such allegations and NOT using the procedure set forth below for other general complaints.**

### PROCEDURE

1. **Employees:** When they are comfortable doing so, employees will attempt to resolve the problem initially between themselves. If unable to resolve, employee will discuss with immediate supervisor.
2. **Immediate Supervisor:** All grievances should be presented to an immediate supervisor. The individual and supervisor should attempt to address the problem through discussion or after consulting with appropriate management, when necessary. The supervisor will document the discussion. If the problem involves an employee's immediate supervisor or if the immediate supervisor cannot resolve the issue, the employee should proceed to the appropriate Program Director. In most cases, the appropriate Program Director should involve the Human Resource Director immediately to ensure the issue is documented and followed up. If the issue involves the Program Director, then the employee must contact the Human Resource Director immediately.
3. **Human Resource Director:** If previous efforts fail to bring a satisfactory resolution, the individual may petition the Human Resource Director. The Human Resource Director counsels and advises the employee, assists in putting the issue in writing, and visits with the employee's supervisor(s), if necessary. If the problem is not resolved, or if the issue involves the Human Resources Director, the employee should proceed to the CEO.
4. **CEO:** The issue must be presented to the CEO in writing. The CEO will review and consider the unresolved issue. The CEO will inform the individual of the decision and

forward a copy of the written response to the Human Resource Director for filing. The CEO has full authority to make any adjustment deemed appropriate to resolve the problem.

If the unresolved issue involves the CEO, the employee should proceed to the Human Resource Director who will attempt to mediate the problem. If the issue is unresolved, the Human Resource Director will contact the Board of Director's Chairperson and the Executive Committee.

5. **Board of Director's Executive Committee:** If the employee is not satisfied with the CEO's decision and so desires, he/she may appeal in writing to the Executive Committee of the Board of Directors within seven (7) days of the CEO's decision. The Executive Committee will consider and review the problem and may ask the employee to meet with the Committee. The Board Executive Committee will make its decision within thirty days of hearing the unresolved issue and inform the individual of the decision in writing with a copy of the response to the Human Resource Director for filing. The Board Executive Committee has full authority to make any adjustment deemed appropriate to resolve the problem. The Executive Committee's decision is final.

## **2.9 WHISTLEBLOWER PROTECTION**

Effective Date: **10/28/2021**

### **PURPOSE/POLICY**

The Partnership requires all employees, officers, and other representatives of the Partnership to observe high standards of business and personal ethics in the conduct of their responsibilities. Employees and others are encouraged and enabled to raise serious concerns internally, without fear of retaliation, so that the Partnership can address and correct inappropriate conduct and actions. It is against the values of the Partnership to retaliate against any board member, officer, employee, or volunteer who in good faith reports a violation.

### **PROCEDURE**

1. A whistleblower is a board member, officer, employee, or volunteer who reports an activity that he/she considers illegal or dishonest. It is the responsibility of all Partnership representatives to report such activities.
2. Examples of illegal or dishonest activities include, but are not limited to:
  - a. Violations of federal, state or local laws or regulations.
  - b. Billing for services not performed or for goods not delivered.
  - c. Other fraudulent financial reporting.
3. The whistleblower is not responsible for investigating the activity or for determining fault or corrective measures.
4. If an employee has knowledge of or a concern of illegal or dishonest fraudulent activity, the employee is to contact the Human Resource Director and/or the CEO.
  - a. The employee must exercise sound judgment to act in good faith and avoid baseless allegations. An employee who intentionally files a false report of wrongdoing will be subject to discipline up to and including termination.
  - b. The Partnership will make every reasonable effort to conduct all proceedings in a manner that will protect the confidentiality of all parties. However, identity may have to be disclosed to conduct a thorough investigation, to comply with the law and to provide accused individuals their legal rights of defense.
  - c. The Partnership will not retaliate against a whistleblower. This includes, but is not limited to, protection from retaliation in the form of an adverse employment action such as termination, compensation decreases, or poor work assignments and threats of physical harm. Any whistleblower who believes he/she is being retaliated against must contact the Human Resource Director immediately. The right of a whistleblower for protection against retaliation does not include immunity for any personal wrongdoing that is alleged and investigated.
5. Employees, including supervisors and managers are required to report complaints or concerns about suspected ethical and legal violations in writing. All reported complaints will be investigated.
6. The investigation may include, but is not limited to, review of written statements from both parties, witness interviews, review of documentation, and on-site investigation. Records of such an investigation will not be maintained in personnel files unless they are part of a formal corrective action.

7. Results of the investigation will be shared when appropriate.
8. If it is concluded that a violation has occurred, a determination will be made as to the appropriate sanctions or corrective action.
9. Dependent on the type of complaint, investigations may be conducted by independent persons such as an auditor or an attorney.

## **2.10 REQUEST FOR ACCOMMODATION FOR RELIGIOUS BELIEFS AND PERSONS WITH DISABILITIES**

Effective Date: **10/28/2021**

### **PURPOSE/POLICY**

The Partnership is dedicated to exploring accommodation options for any request from an employee. The Partnership does not discriminate in employment opportunities or practices, including recruitment, hiring, promotion, training, layoff, termination, compensation, benefits, or other employment-related activities. The Partnership also complies with the Americans with Disabilities Act of 1990 (ADA) <https://www.ada.gov/> and ensures equal employment opportunity for qualified persons with disabilities.

### **PROCEDURE**

1. Employment opportunities will be afforded to persons with disabilities who are qualified to perform the essential functions of the job with or without reasonable accommodation. The Partnership will seek reasonable accommodations that do not result in undue hardship on business operations for qualified individuals with disabilities.
2. Employees who experience a disability may be entitled to leave under the Family Medical Leave Act (FMLA) <https://www.dol.gov/whd/fmla/> or an extension of their medical leave as a reasonable accommodation under the ADA. Questions regarding leave rights should be directed to the Human Resource Director (refer to HR P & P 3.8 Federal Family and Medical Leave Act (FMLA)).
3. The Partnership will comply with federal and state laws and regulations to protect persons with disabilities.
4. Employees with a qualifying disability or a bona fide religious belief that requires an accommodation must contact the Human Resource Director to request an accommodation. Human Resources will interact with the employee to address the request. If the employee is not satisfied with the Human Resource Director's response, the employee must bring the matter to the attention of the CEO.

## **2.11 EMPLOYMENT CATEGORIES AND DEFINITIONS**

Effective Date: **10/28/2021**

### **PURPOSE/POLICY**

The Partnership classifies employees and defines categories and responsibilities of employment according to the Fair Labor Standards Act (FLSA). The Partnership expects all persons associated with the Partnership, regardless of relationship, to respect and follow the policies and procedures outlined in the Manual.

### **PROCEDURE**

1. Job descriptions will indicate whether the position is exempt or non-exempt.
2. Classification will be determined based on the FLSA criteria.

The following are the descriptions of each category.

### **EMPLOYEE CATEGORIES:**

#### **1. Full-Time Employee**

A full-time employee is an employee regularly scheduled to work at least twenty (20) hours per week, may be exempt or non-exempt, and is not in a temporary status or probationary period. Full-time employees are eligible for all standard benefits, subject to the terms, conditions, and limitations of each benefit program.

#### **2. Part-Time Employee**

A part-time employee is an employee regularly scheduled to work less than twenty (20) hours per week, may be exempt or non-exempt, and is not in a temporary status or probationary period. Part-time employees are not eligible for Partnership benefits except those legally required.

#### **3. New Employee**

All new employees are on a probationary period for their first 90 calendar days of employment. Before the end of the introductory period, a written evaluation will be made by the employee's immediate supervisor (based on satisfactory Partnership standards) for the purpose of determining the employee's continued employment with the Partnership. The probationary period may be extended if deemed necessary by the immediate supervisor.

#### **4. Temporary Employee**

A Temporary Employee is hired as an interim replacement to supplement the work force or to assist in a specific project. Temporary employment should be limited. However, if required, the employment period may be extended to fulfill a Partnership contract or grant.

Temporary Employees retain that status until notified of a status change. Temporary workers are not eligible for any Partnership benefits except those legally required.

Individuals hired as Temporary Employees may work either full or part-time as the conditions require.

## **NON-EMPLOYEE CATEGORY**

### **1. Volunteer**

The term "volunteer" generally refers to person who, without expectation or promise of payment of wages or other compensation, is trained to assist in implementing ongoing program activities on an occasional or regular basis under the supervision of a staff person in areas such as health, education, transportation, nutrition, and management. Some volunteers may receive a stipend. Volunteers may be required, depending on the Partnership's needs and regulations, to comply with certain specific criteria (training, physicals, TB test, drug test, background checks, etc.). *No employee of the Partnership should ever undertake to perform work for the Partnership on a voluntary basis either during or outside work hours without permission from the Human Resource Director.*

### **2. Consultant**

A consultant is one who receives compensation for professional or technical services at a fee agreed upon and paid by the Partnership and engaged as an independent contractor (or third party contractor) for specified services and is not a Partnership employee. Consultants will be informed that their compensation will be reported to the IRS. IRS Form 1099 will be issued for all contracts of six hundred dollars (\$600) or more.

## **DEFINITIONS:**

Employees are classified as exempt or non-exempt from the overtime provisions of the FLSA (29 CFR Part 541) and Alabama Wage and Hour laws.

### **Exempt Employee**

Employees in exempt positions are:

- Paid on a salaried basis in compliance with the Department of Labor requirements for exemption
- Excluded from specific provisions of Federal and Alabama wage and hour laws
- Not eligible for overtime pay

### **Non-Exempt Employee**

Employees in non-exempt positions are:

- Paid on an hourly or salary basis
- Entitled to overtime pay for hours worked in excess of 40 hours in a work week

Nothing contained in this policy will impact the policy of employment-at-will.

Refer to HR P & P Section 4 Timekeeping and Payroll for additional information regarding wages and hours.

## **2.12 OUTSIDE EMPLOYMENT**

Effective Date: **10/28/2021**

### **PURPOSE/POLICY**

The Partnership's policy regarding outside employment is to ensure other outside employment does not interfere with an employee's performance or ability to meet the job requirements at the Partnership. Employees may hold outside employment as long as the outside employment is not with a competitor, supplier or one that may involve the use of or access to confidential or proprietary information. Employees are required to obtain prior permission from their supervisor and then the CEO to ensure a conflict of interest does not exist and that the employee will be able to fulfill the responsibilities of his/her position.

### **PROCEDURE**

1. Employees who are employed outside the Partnership, or are considering employment outside the Partnership, are required to review the employment for any conflict of interest with their supervisor and then the CEO.
2. When an employee provides consultation or training to organizations on his/her own time, and the service is rendered entirely outside of the employee's working hours, the service is considered outside employment. In this situation, the use of the Partnership's office equipment and supplies and the utilization of the Partnership's personnel in the preparation of such services are prohibited.
3. Employees are prohibited from utilizing other Partnership employees for services not related to Partnership business during an employee's regularly scheduled work hours.
4. If it is determined that an employee's outside work interferes with job performance, the ability to meet the requirements of their position, or has an adverse impact on the Partnership due to conflict of interest, the employee may be required to terminate the outside employment if he or she wishes to remain with the Partnership.
5. Any employee that is employed outside the Partnership should not make a public reference to their employment at the Partnership, wear clothes that indicate that the individual is a Partnership employee or otherwise suggest or imply that their work is approved by or related to the Partnership.
6. Employees are not allowed to work for their own business or for another employer while on a leave of absence or while absent from the Partnership because of illness or disability.
7. Failure to comply with this policy may result in immediate suspension or termination.

## **2.13 CONFLICT OF INTEREST**

Effective Date: **10/28/2021**

### **PURPOSE/POLICY**

The Partnership conducts business ethically and avoids conflicts of interest including the appearance of such conflicts. All persons involved in agency operations have an equal obligation to avoid conflicts of interest.

### **PROCEDURE**

1. Employees are expected to report conflicts of interest to their supervisor, the appropriate Program Director and to the CEO immediately upon discovery or suspicion of the conflict. Examples of conflicts of interest include but are not limited to the following:
  - a. An employee has outside employment that competes with the activities or services offered by the Partnership.
  - b. An employee has an outside business interest that competes with the activities of the Partnership.
  - c. An employee has an outside business that is a purchaser or supplier of goods or services to the Partnership.
  - d. An employee has an outside business involvement or employment that interferes with the ability to devote necessary attention to the responsibilities at the Partnership (moonlighting).
  - e. An employee has a relative or a person with a significant relationship employed by, or has a business interest in companies that compete with, sell to, or buy from the Partnership.
  - f. An employee receives purchase inducements (gifts, premiums, money, goods, or services) from vendors that benefit the employee personally (directly or indirectly) or are unauthorized or questionable in nature.
2. Personal gifts and favors from people with whom the Partnership has a business relationship are prohibited. Minor gifts of more than nominal value of \$50.00 should be tactfully declined or returned by the employee or volunteer to avoid any appearance or suggestion of improper influence. By example, gifts or favors could include clothing, meals, money, jewelry, trips, and/or tickets.
3. Employees may not accept an honorarium for speaking or teaching assignments in which they represent the Partnership, and/or if such assignment(s) occur during regular work hours. If such honoraria are received, they must be turned over to the Partnership.
4. Members of the Board of Directors, Governing Board, or Administering Board of any public, private, or nonprofit organization funded by the Partnership, or members of any major policy advisory bodies, are not eligible for employment with the Partnership. Former members of these Boards and advisory bodies are eligible for employment following their resignation.
5. When the Board meets and votes and a Board Member who has a vested interest in the vote (e.g., it is their organization, they have family members involved, etc.) that Board member should recuse themselves from voting and/or influencing Board decisions in which they have a conflict of interest. Board minutes should reflect the recusal.

6. The Partnership expects employees to conduct business in accordance with relevant policies, procedures, and laws and to refrain from any illegal, dishonest, or unethical conduct.
7. Disregarding or failing to comply with this standard of business ethics and conduct could lead to disciplinary action, up to and including possible termination of employment.

## **2.14 EMPLOYMENT OF RELATIVES / NEPOTISM**

Effective Date: **10/28/2021**

### **PURPOSE/POLICY**

The Partnership prohibits employment of relatives in a direct reporting relationship to avoid creating or perpetuating circumstances in which the possibility of favoritism, conflict of interest, or impairment of efficient operations may occur.

Employees are prohibited from using their positions for a purpose that is, or gives the appearance of, being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other relationships.

Further, a person with an immediate family member serving on a board, council or committee, that either by rule or practice regularly nominates, recommends, or screens candidates for positions with the Partnership may not be employed.

For purposes of this policy, relatives are defined as "immediate family" meaning wife, husband, son, daughter, mother, father, brother, sister, step-relative, grandparent, or a relative by marriage of comparable degree, domestic partner, and fiancé.

### **PROCEDURE**

1. Relatives of current employees may not occupy a position with a direct reporting relationship between relatives. Individuals involved in a dating relationship with a current employee may not occupy a position with a direct reporting relationship between them.
2. Administrators and managers will exercise caution in hiring decisions to ensure that a new employee is not placed in a direct reporting relationship with a relative.
3. If a direct reporting relationship is created between relatives or those involved in a relationship, the Human Resource Director will work with the employees to resolve the situation. Resolution may include transfer of one family/relationship member or a change in reporting relationships. The CEO will be contacted to discuss resolution options.
4. No employees will be transferred into a position that would result in a reporting relationship to a relative.
5. Where a conflict or the potential for conflict arises because of the relationship between employees, even if there is no line of authority or reporting involved, the employees may be separated by reassignment or terminated from employment.
6. Employees in a dating relationship will refrain from public workplace displays of affection or excessive personal conversation as the nature of these displays may be offensive to other employees.
7. Disclosure of a relationship is required to be made to the Human Resource Director to assure there is no conflict of interest.

## **2.15 EMPLOYMENT OF FORMER EMPLOYEES**

Effective Date: **10/28/2021**

### **PURPOSE**

The Partnership in its discretion and judgement can allow former employees to be rehired provided there are no prior performance problems or policy violations. Employees rehired within thirty (30) calendar days of their termination date will be reinstated with their original date of hire.

### **PROCEDURE**

1. The immediate supervisor must approve rehires in conjunction with the Human Resource Department.
2. For employees rehired within thirty (30) calendar days, the original date of hire will be used for the purpose of calculating illness and vacation days. Retirement and insurance benefits will be reinstated in accordance with the provisions of the individual plans.
3. Former employees will not be given preference as job applicants for rehiring.
4. If an employee has been separated from employment for more than thirty (30) days, Human Resource will do a complete background check. The former employee will re-enter employment with the Partnership as a new employee. The employee will be subject to all new employee requirements to begin employment.

## **2.16 SPECIAL AGREEMENT WORKERS**

Effective Date: **10/28/2021**

### **PURPOSE/POLICY**

The Partnership supplements the regular work force with special agreement workers when necessitated by periods of peak workload, employee absences, or other situations as determined by management. In addition, work opportunities may be offered for persons under the sponsorship of various employment programs or those persons interested in utilizing the Partnership to complete professional and technical internships.

### **PROCEDURE**

#### **Consultants/Services Providers**

A consultant is a person or company that provides the Partnership with a particular service(s) required to meet the objectives of the program. The Partnership pays the consultant for the services provided and the independent consultant will:

1. Provide professional documents and certification giving evidence of the ability to conduct the services outlined in the contract.
2. Carry the appropriate liability insurance and provide evidence of the insurance. Independent consultants and the Partnership will agree upon a scope of work to be performed. Consultants will be oriented to the Partnership's expectations of conduct.
3. Properly document and maintain time. In addition, it is the responsibility of the designated employee to assure that all required reports are completed and submitted in a timely manner.
4. All contracts for consultants will be forwarded to the appropriate Program Director and Chief Financial Officer (CFO) for review. Final approval on all contracts and work agreements must be approved by the CEO.

#### **Internships**

Program agreements with educational institutions providing for internships will be subject to the prior approval of the Human Resource Director and the appropriate Program Director.

#### **Volunteers**

Volunteer workers, when performing work for the Partnership, are required to:

1. File personal information for identification purposes (name, address, and telephone number).
2. Observe established volunteer hours.
3. Complete documentation for records according to the grant requirements.
4. Be accountable to the designated employee(s).

All service providers, interns, and volunteers are required to follow the Partnership's Policies and Procedures when working with the Partnership's staff or clients.

## **2.17 RECRUITMENT AND SELECTION**

Effective Date: **10/28/2021**

### **PURPOSE/POLICY**

To maintain consistent procedures for recruiting and selecting applicants, the Partnership recruits and selects the most qualified applicants for available positions in compliance with all applicable federal and state laws and regulations and with the Partnership's commitment to Equal Employment Opportunity.

### **PROCEDURE**

1. The Partnership will use a variety of recruitment efforts to attract qualified applicants. The Human Resource Director coordinates recruitment and selection processes for staff in consultation with the appropriate Program Directors.
2. The CEO approves the filling of both open and new positions. The Human Resource Director will request that the appropriate Team Leader complete a Request for Staff Position form. After completion and discussion with the CEO and Human Resource Director, the Job Description is submitted to the CEO and the key Leadership Team member for salary determination.
3. When a position becomes vacant, an analysis is conducted to determine if the department's any related role and responsibilities can be realigned and assigned to others. If it is determined the position is needed, the position is defined or redefined to ensure the requirements are met.
4. The Human Resource Director and the supervisor work closely together to update the position description to capture any changes to the nature of the position or reporting structure. The Human Resource Director assigns and/or validates the exemption status given to the position. The Human Resource Director conducts an external market analysis on the position and determines pay range.
5. The Human Resource Director and the supervisor create the selection criteria that will be used to screen applicants and narrow the pool of candidates.
6. Human Resources and the supervisor create position appropriate interview questions relevant to the position and that reflect a combination of open and close ended questions.
7. Human Resources and the supervisor receive and screen all resumes and application materials received using the selection criteria as the basis of the review to narrow the field of candidates.
8. Human Resources discusses potential finalists with the appropriate supervisor and determines which candidates will participate in a face-to-face interview.
9. Human Resources coordinates the interview schedule and facilitates the interview process.
10. Human Resources works with the supervisor to evaluate and identify the desired candidate.

11. Hiring decisions are monitored by Human Resources for consistency with Partnership policies. All decisions concerning hiring, promotions, transfers, demotions etc., are made in accordance with the Partnership's Equal Employment Opportunity policy (refer to HR P&P 2.2 Equal Employment Opportunity).
12. All candidates are required to complete an application form regardless of the level of the position hired. Human Resources conducts pre-employment checks on the final candidates for the position. These may include, but are not limited to, criminal record check, references, and education verification.
13. Human Resources, a supervisor or a key member of the Lead Team extends the offer to the candidate. All other candidates are notified by Human Resources that they were not selected. Human Resources maintains records of the selection process, such as applications, evaluation criteria, and reference checks for at least one year.
14. Appointment to a Lead Team position requires the prior approval of the CEO. Specific key Team Leader positions are also subject to prior approval of the Board of Directors, Policy Council and/or various advisory committees and specific funding sources. The Chief Executive Officer is appointed by the Board of Directors.

#### PROCEDURE FOR CHILDREN'S SERVICES EMPLOYEES

1. In addition to the procedures above, when hiring employees working primarily\* for the Children's Services program, procedures below must be followed:  
\*Per OHS Policy Clarification, "...the dollar amount constitutes more than half of the particular individual's compensation."
  - a. The Children's Services Policy Council must be consulted in the decision-making process. This will be achieved by having a Policy Council member on the interview committee. The Policy Council can be called upon to give advice or information.
  - b. The appointments of all other Children's Services staff are subject to the recommendation of Director of Children's Services of the applicable component and the Partnership Children's Services Policy Council.
  - c. Current and former Children's Services parents must receive consideration for employment vacancies for which they are qualified.
  - d. The appointment of the Children's Services Program Director is subject to prior approval from the CEO, Board of Directors, and the Policy Council and funding source.
  - e. Criminal background checks must be completed prior to an individual starting her/his employment.

## **2.18 JOB POSTING**

Effective Date: **10/28/2021**

### **PURPOSE/POLICY**

The Partnership's job posting procedures provide employees with information regarding job opportunities.

### **PROCEDURE**

1. Job openings are posted electronically through our website and internet advertising. The postings normally remain open for a minimum of seven (7) calendar days. Each job posting notice can include but is not limited to: the date of posting, job title, component/program, location, job summary, essential duties, skills and abilities necessary to perform the job, pay, benefits, and degrees or certification required for the job.
2. To be eligible to apply for a posted job, an employee must have worked in their current position for 120 days. The only exception to this procedure is a promotion.
3. Employees interested in applying for an opening should submit a résumé with a cover letter through the Partnership's online application process. Employees must possess the necessary knowledge, skills, and abilities to perform the work of the open position to be considered for an interview. Past work history, including attendance, will also be considered in making the final selection.

## **2.19 PRE-EMPLOYMENT INVESTIGATION / BACKGROUND CHECK**

Effective Date: **10-1-2018**

### **PURPOSE/POLICY**

To ensure pre-employment checks are conducted within legal and professional limits to be employed or to volunteer in the position for which the candidate/volunteer is applying, the Partnership conducts pre-employment investigation for all employees and volunteers to determine or verify background information, including criminal history and information in compliance with the Fair Credit Reporting Act (FCRA). Having a criminal history or criminal conviction does not necessarily preclude employment and the Partnership will review each situation on an individualized basis by taking into consideration such factors as the nature of the job, the nature of the conviction and when the conviction occurred.

### **PROCEDURE**

1. Applicants who are chosen for hire or volunteer service are required to sign an acknowledgement and consent form authorizing the pre-employment investigation and the release of information by former employers, educational institutions, or other organizations as part of the reference and background checking process. A refusal to sign such a form may disqualify the applicant from further consideration for employment or volunteering.
2. Pre-employment investigation applies to all new hires and volunteers as a condition of employment. Employment is contingent upon the results of the pre-employment investigation.
  - a. The Human Resource Director coordinates obtaining the pre-employment investigation. The Human Resource Director also evaluates the relevance of any offense in accordance with federal and state laws.
  - b. An applicant who provides misleading, erroneous, or deceptive information on the application form, résumé, or in an interview will be eliminated from further consideration for employment or a volunteer assignment.
3. Personal and professional reference checks may be conducted by Human Resources before the job offer is made.
4. If after hiring it is found that an employee or volunteer purposefully misled or withheld information from the Partnership, the employee or volunteer may be subject to immediate termination.
5. Employees whose position requires a license or certification must provide a copy of their license or certification prior to beginning work. In cases where a license or certification is required, renewal must be made according to state law and a copy of the current license or certification is submitted to the Human Resource Director. Failure to keep required licenses or certifications current may result in termination.
6. Employees or volunteers hired to specific positions within the Partnership or volunteers assigned are required, in accordance with the funding source guidelines, to declare all convictions related to abuse and neglect and all convictions of violent felonies. After employment has been offered a specific position or the volunteer is assigned, a health

exam including TB screening may be required. Periodic re-examinations may also be required.

Human Resources reviews each application for employment or volunteering individually in order to assess the relevance of a pending criminal charge or a conviction. If questions arise that need clarification, discussions will continue with the CEO and/or legal counsel.

### CHILDREN'S SERVICES

In addition to the employment checks detailed above, the following procedures must be performed for Children's Services candidates.

1. All employees hired to positions within the Children's Services program are required, in accordance with the Department of Health and Human Services guidelines, to declare all convictions related to child abuse and neglect and all convictions of violent felonies.
2. Human Resources obtains employment references for a Children's Services applicant before an offer of employment is made. If possible, one (1) reference should be from a former employer.
3. After employment has been offered, a health exam including TB screening is required for Children's Services staff and regular volunteers. Periodic re-examinations may also be required.
4. A state or national criminal record check, as required by state law or administrative requirement, must be conducted prior to hiring an employee.
5. The Partnership requires that all current and prospective employees sign a declaration prior to employment that lists:
  - a. All pending and prior criminal arrests and charges related to child sexual abuse and their disposition.
  - b. Convictions related to other forms of child abuse and neglect.
  - c. All convictions of violent felonies.
6. The Human Resource Director must review each application for employment/volunteering individually in order to assess the relevancy of an arrest, a pending criminal charge, or a conviction.

## **2.20 NEW EMPLOYEE ORIENTATION**

Effective Date: **10/28/2021**

### **PURPOSE/POLICY**

New employees must understand the Partnership's vision, mission, values, goals, objectives and policies. This includes the scope of services and locations and an employee's contribution to the accomplishment of those goals and objectives. All newly hired employees and volunteers are required to participate in New Employee Orientation (NEO) training.

### **PROCEDURE**

1. Human Resources Responsibilities:
  - a. Provide new employees with the dates and locations of the orientation program.
  - b. Provide new employees with timely and relevant benefit information.
  - c. Provide information and resources concerning Partnership-wide policies.
  - d. Provide program/components with strategies, resources, and tools for development of its workplace orientation process.
  
2. New Employees' and Volunteers' Responsibilities:
  - a. Participate in appropriate orientation processes.
  - b. Seek information to enhance his/her orientation process.
  - c. Complete and return appropriate personnel forms.
  - d. Read and understand the Human Resources Policies and Procedures Manual and sign acknowledgment form.
  
3. Supervisor Responsibilities:
  - a. Provide each new employee with orientation specific to his/her workplace including location of required state and federal notices.
  - b. Provide on-the-job training (OJT) needed for new employees to assume their responsibilities.

## **2.21 IMMIGRATION POLICY**

Effective Date: **10/28/2021**

### **PURPOSE/POLICY**

The Partnership complies with the regulations of the Immigration Reform and Control Act of 1986 (IRCA) as enforced by the Department of Homeland Security and current state and federal laws. This Act requires that all employees provide appropriate documentation to prove that they are eligible to work in the United States.

### **PROCEDURE**

1. The Partnership requires as a condition of employment that all new hires must complete the employment eligibility verification INS Form I-9.
2. In addition to completing the I-9, all new hires must present the required documentation establishing identity and employment eligibility within the first three (3) days of employment.
3. If the document has an expiration date, the Partnership will request new documentation. Failure to do so may result in the offer of employment being withdrawn or withheld.
4. All former employees who are rehired are also required to complete a new I-9 if:
  - They did not complete an I-9 for the Partnership within the previous three (3) years.  
Or
  - Their previous I-9 is no longer valid.  
Or
  - Their previous I-9 was not retained.
5. I-9's will be maintained in a file separate from that of the employee's personnel file.
6. E-verify procedures will be completed for each newly hired employee no later than the third business day after he or she begins work for pay. If the employee's status is rejected, Tentative Non-confirmation (TNC) procedures will be followed. This TNC does not mean an individual will not be permitted to work or that there is incorrect information on the document presented on Form I-9. If an employee chooses to contest the Department of Homeland Security (DHS) Tentative Non-confirmation, the employee must initiate contact with DHS. DHS will review its records and determine whether or not the employee is permitted to work in the U.S. If the employee decides not to contest the TNC, the Partnership may terminate employment.

## **2.22 PROBATIONARY PERIOD**

Effective Date: **10/28/2021**

### **PURPOSE/POLICY**

All of the Partnership's new and rehired regular employees and all current regular employees who have transferred or been promoted to a new position are placed on probationary status.

The probationary period gives employees the opportunity to decide whether the position suits them and gives the Partnership the opportunity to decide whether the employee meets the expectations of the position.

The probationary period will not be considered an employment contract nor that an employee is employed other than at will.

This policy does not apply to temporary employees or to those employees who are provided employment opportunities through special employment and training program agreements.

This policy will not change the employment-at-will status of an employee.

### **PROCEDURE**

1. The probationary period is defined as ninety (90) calendar days.
2. Upon completion of this ninety (90) calendar day introductory period, the immediate supervisor conducts a performance appraisal with the employee to review the employee's progress/performance to date. Probationary periods may be extended if deemed appropriate.
3. Illness leave benefits accrue during the probationary period in increments of four (4) hours/pay period per HR P&P 3.3 Illness Leave and can be used after the ninety (90) day period. Prorated vacation will be made available at the end of the ninety (90) days per HR P&P 3.4 Donation of Illness Leave.
4. Transferred or promoted employees who do not meet job requirements in their new position during probationary period may be returned to their original job, if a vacancy exists, or be terminated at the discretion of the Partnership.
5. Upon completion of the probationary period, an employee will be classified as a non-probationary employee and if under the full-time employment category, may be eligible for Partnership-sponsored benefits.

## **2.23 HUMAN RESOURCES RECORDS**

Effective Date: **10/28/2021**

### **PURPOSE/POLICY**

The Partnership ensures the proper handling of, and limiting Partnership liability of, confidential information and paper records pertaining to employees and their personnel matters.

### **PROCEDURE**

1. Records are in file cabinets in a secure location. Secured electronic files and access to them is controlled and will be authorized by the Human Resource Director.
2. Employee files will not leave the premises unless required by law or necessary for legal matters.
3. Human Resources is responsible for creating and maintaining employee personnel files. Main employee files should have a separate file for each employee and may include information such as the following:
  - a. Employment application and references
  - b. Background clearance information
  - c. Job description includes employee classification (exempt/non-exempt)
  - d. Employee classification (exempt from overtime or non-exempt)
  - e. Employee signature acknowledging receipt and review of policies and procedures
  - f. Education
  - g. Copy of current Driver's License
  - h. Copy of Social Security Card
  - i. Performance evaluations and goals
  - j. Discipline, if applicable
  - k. Grievances, if applicable
4. In addition, a separate fiscal file for each employee may include information such as:
  - a. Personnel action form
  - b. W-4 Form
  - c. A-4 Form
  - d. I-9 Form
  - e. Copy of Driver's license
  - f. Copy of Social Security Card
  - g. E-verify documentation
  - h. Direct Deposit Form
  - i. Christmas Club Account Form
  - j. PEEHIP Enrollment Form
  - k. Retirement and Beneficiary Information
5. Medical Records and Emergency Contact Information are retained in a separate file.
6. Completed training records are retained in a separate file.

7. Employees are responsible for notifying Human Resources and Fiscal immediately via the Employee Web Services Portal or electronically through email and/or scanned documents if there is a change in any of the following information:
  - a. Legal name
  - b. Home mailing address
  - c. Telephone number
  - d. Marital status
  - e. Number of tax exemptions on the W-4 form
  - f. Insurance classification
  - g. Emergency contacts
  - h. Beneficiary changes
  - i. Driving record or status of driver's license, if operating any Partnership vehicles or personal vehicle for business purposes.
  - j. Military or draft status
  - k. Training certificates
  - l. Professional license

Failure to inform of personal data changes may have a significant impact on benefits and the ability to contact the employee or a family member in the event of an emergency.

8. Detailed personnel information is accessible only on a “need to know” basis. Anyone requiring access to an employee’s file should contact the Human Resource Director in writing.
9. Employee files must be reviewed in the Human Resource offices.
10. Employees should not provide references or any comments, written or verbal, to individuals requesting information on current or former employees. All requests for information must be referred to Human Resources.
11. Only basic employment information (i.e., dates of employment, title of position held, and confirmation of salary) for employment verifications and those requests meeting legal requirements will be provided by Human Resources.
12. Detailed personnel information is not to be released to anyone outside the Partnership without prior written consent by the employee. Exceptions will only be made as required by law as in the case of subpoenas or other court orders.
13. Employees have the right to review, but not to copy, their file contents unless required by a specific law. With reasonable advance notice, employees may review their own personnel files at the Central Office on the employee’s own time and in the presence of an individual appointed by the Partnership. Employees who wish to review their own file should make a written request to the Human Resource Director. The Partnership will endeavor to fulfill the request within seven (7) business days of the written request.

Exceptions to this include:

- a. Letters of reference.
- b. Materials relating to employer staff planning and business development.
- c. Information of a personal nature about another person, the disclosure of which could constitute an unwarranted invasion of privacy.
- d. Investigatory or security records maintained by the employer to investigate employee misconduct or other conduct that could be harmful to the Partnership.

## **2.24 ATTENDANCE**

Effective Date: **10/28/2021**

### **PURPOSE/POLICY**

The Partnership understands occasions arise when an employee must be absent from work. It is important for employees to understand in order for the Partnership to operate efficiently and effectively, regular attendance of all employees is imperative. Employees need to be present and accountable during their scheduled work time, and be aware of the attendance expectations.

The Partnership may reward employees for exemplary attendance performance. Such incentives may include, but not be limited to, monetary compensation or administrative days off with pay.

### **PROCEDURE**

1. **Authorized Absence** - The employee notifies their immediate supervisor in advance and obtains approval to be away from or late to work. This includes absences such as vacation/personal leave, illness, bereavement, education, jury duty, etc.
2. **Unauthorized Absence** - An employee not showing up for work, not calling in, and not having a valid reason for an absence, as determined by the administration. Notification of an absence is necessary to make arrangements to handle work in the absence of a scheduled employee. Programs may vary the appropriate notice requirement necessary for an employee to ensure normal operations are maintained. Any unauthorized and unjustified absence from work for a period of three (3) consecutive working days will be considered as a voluntary resignation.
3. **Tardiness** - An employee late for work or leaving early from work on any work day without giving prior notification and receiving approval for the tardiness.
4. A non-exempt hourly employee who does not work his/her full shift is paid only for the actual time worked. If an employee has not called in to their immediate supervisor before the start of scheduled work time, the employee is considered as having an unauthorized absence without pay. It is the employee's responsibility to confirm the notification of their absence has been communicated to their supervisor. Time records concerning the absence will be noted accordingly.

### **Excessive Absenteeism/Tardiness**

1. Absenteeism or tardiness affects job, program, and/or Partnership performance. If it is determined that absenteeism or tardiness has become unreasonable, the immediate supervisor should discuss with the appropriate Program Director and Human Resource Director to determine the suitable action.
2. An employee who is chronically or excessively absent or tardy may be subject to disciplinary action up to and including termination.

## **2.25 CONFIDENTIALITY OF PARTNERSHIP INFORMATION**

Effective Date: **10/28/2021**

### **PURPOSE/POLICY**

The Partnership has information that should not be discussed with anyone outside the Partnership except when required in the normal course of business. Information concerning service recipients or the activities or operations of the Partnership must be treated as confidential and on a “need-to-know” basis.

### **PROCEDURE**

1. All information pertaining to Partnership clients is confidential and must not be discussed with or divulged to anyone outside the Partnership without a written release of information. Inside the Partnership client information is shared on a “need to know” basis. Even the presence of a particular client should not be acknowledged to others without proper authorization.
2. Confidential information is to be used only in connection with the legitimate functions of an employee’s job duties. The release of confidential information will occur only with a proper written release of information authorization.
3. If an employee resigns or is terminated, the employee must surrender all company information-bearing items in his/her possession, whether or not containing confidential information, including but not limited to storage media, notebooks, reports, other information from a third party, or anything containing Partnership confidential information.
4. If an employee is contacted about confidential information, the employee should direct the inquiring party to the appropriate Program Director or the CEO. Client files should not be removed from the offices of the Partnership. Accessing electronic client data files must occur through secure data connections. Electronic client files are not to be downloaded onto personal computers that are not sanctioned and secured by the Partnership.
5. Violation of confidentiality results in disciplinary action up to and including termination of employment.

## **2.26 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

Effective Date: **10/28/2021**

### **PURPOSE/POLICY**

The Partnership complies with the proper handling of all private information and individually identifiable health information in accordance with Health Insurance and Portability and Accountability Act (HIPAA).

### **PROCEDURE**

1. Any Protected Health Information (PHI) is confidential and may not be discussed with anyone except on a “need-to-know” basis in order to perform job duties. PHI contains individually identifiable information such as names, addresses, birth dates, telephone numbers, fax numbers, electronic mail addresses, social security numbers, health plan beneficiary numbers, or any other unique identifying number, characteristic, or code.
2. The regulations are applicable to all health information held or created by the Partnership.
3. The Partnership is prohibited from using or disclosing health information except as authorized by the employee or specifically permitted by the regulation. This includes all personally identifiable health information. The Human Resource Director is responsible for developing and implementing privacy policies and procedures as well as ensuring general compliance.
4. Any complaint of a violation is reported to the Human Resource Director. The Director will investigate and take appropriate action to ensure that privacy practices are being followed.
5. Records are in a secure location and access is controlled by the Human Resource Department.

## **2.27 PROMOTIONS**

Effective Date: **10/28/2021**

### **PURPOSE/POLICY**

The Partnership ensures each employee has equal access to opportunities for growth and development. In all its selection and promotion decisions, the Partnership complies with the equal employment opportunity requirements, giving consideration to job performance history and job qualifications for the vacancies.

### **PROCEDURE**

1. Two types of advancement opportunities are outlined below:
  - a. A promotion is the movement from one position to another position which is in a higher salary grade and may involve a salary increase. A promotion may be within a program or between programs and may result in a title change.
  - b. A reclassification is an approved change in pay grade of an existing position as a result of significant changes in the duties and responsibilities of that position. A reclassification may result in a pay grade and/or title change.
2. The Partnership encourages advancement and prefers to fill vacancies by promoting qualified employees. Lead Team members and/or supervisors are encouraged to identify employees for promotion. Employees must possess the necessary skills, abilities, and knowledge to satisfactorily perform the work of the advanced position. Past work history including attendance is also reviewed in order to make this determination.
3. Employees are encouraged to maintain an awareness of vacancies through the Partnership's website and to seek job opportunities for which they qualify. An expression of interest in a promotion, by submitting an application to the online application system as a result of a job posting does not have any adverse effect on the status of the employee's current position.
4. An interview selection team that includes Human Resources may select the appropriate candidate for promotion when there are multiple candidates (refer to the HR Policy 2.17 Recruitment and Selection).
5. The newly promoted employee is subject to a probationary period of ninety (90) calendar days (refer to HR P&P 2.2 Equal Employment Opportunity). This provision does not affect the employee's employment-at-will status.
6. The employee's applicable work experience, educational level, and review of equitable salaries holding the same job title will be reviewed by the Human Resource Director to determine an appropriate new rate of pay.

## **2.28 DEMOTIONS**

Effective Date: **10/28/2021**

### **PURPOSE/POLICY**

The Partnership may find it necessary or in the employee's best interest to transition an employee through demotion. The Partnership provides a fair and equitable process in addressing demotion.

### **PROCEDURE**

1. A demotion occurs when an employee moves into a lower pay grade level or into a position with materially less job responsibilities.
2. A demotion may occur when:
  - a. An individual is unable to perform satisfactorily in the higher-level position.
  - b. The employee's request for a reassignment is approved.
  - c. There is a restructuring within the Partnership.
  - d. There is disciplinary action.
3. All demotions must be discussed with the supervisor, appropriate Program Director, Human Resource Director and the CEO prior to communicating any information to employees.
4. If the demotion is at the employee's request, a written letter from the employee requesting the demotion action will be required.
5. Supervisors will work with the appropriate Team Leader and the Human Resource Department to ensure efforts are made to provide proper training and development opportunities via the corrective action process before demotion is considered.
6. The employee's applicable work experience, educational level, and review of equitable salaries holding the same job title will be reviewed by the Human Resource Director to determine an appropriate new rate of pay.

## **2.29 TRANSFERS**

Effective Date: **10/28/2021**

### **PURPOSE/POLICY**

The Partnership provides opportunities wherein an employee may transfer, or may be transferred, when the employee meets the job qualifications and when the transfer will benefit both the employee and the Partnership.

### **PROCEDURE**

1. A Personal Action Form (PAF) should be approved prior to all transfer requests.
2. An employee who is transferred temporarily to a higher paying position is to be compensated at the pay rate of the new job. Temporary assignment constitutes a formal assumption of another position's duties for an established period of time, not the occasional filling in for a job or "helping out."
3. An employee who is transferred temporarily to a lower paying position will continue to be paid at his/her existing rate for as long as the temporary transfer is in effect or an agreed upon timeframe.
4. If the employee has not been returned to his/her regular position at the end of ninety (90) calendar days from the date of temporary transfer, the Partnership will review the situation and either return the employee to his/her former position, extend the period of temporary transfer, or make the transfer permanent.
5. Employees permanently and involuntarily transferred to lower paying positions will be paid at the lower rate of the new position at the end of thirty (30) days unless a different timeframe is established by the appropriate Program Director, Human Resource Director and/or the CEO.
6. To request a transfer within the Partnership an employee must have worked in their current position at least 120 calendar days. The only exception to this is a promotion. Prior to transfer, employees are encouraged to discuss their request with their current supervisor. The appropriate Program Director in conjunction with Human Resources and the CEO can deny a request for transfer if necessary to protect the overall function of the business.
7. The CEO in conjunction with the appropriate Program Director and Human Resource Director has the authority to transfer employees temporarily, or permanently, to any position within the Partnership as deemed necessary to accomplish the mission of the Partnership.

## **2.30 JOB DESCRIPTIONS**

Effective Date: **10/28/2021**

### **PURPOSE/POLICY**

The Partnership creates job descriptions and properly determines the exemption status for every job according to the Fair Labor Standards Act (FLSA) and any and all other applicable federal and state laws. Records are maintained of all authorized positions within the Partnership. Job descriptions are designed to assist the employee in being successful in performing her/his job and to assist the Partnership in meeting its vision and mission.

### **PROCEDURE**

1. The immediate supervisor is responsible for ensuring that employees are performing the tasks included within the job description.
2. Job descriptions indicate whether the position is exempt or non-exempt. Classification is determined based on the FLSA criteria and any and all other applicable federal and state laws.
3. Newly created positions or changes in position qualifications that may result in salary adjustment require budget review and approval of the appropriate Program Director, Chief Financial Officer (CFO) and CEO.
4. After review, the Human Resource Director assigns the position to a recommended salary grade and appropriate FLSA exemption status.
5. All new or revised job descriptions will be approved by the appropriate Program Director, Human Resource Director and the CEO.
6. Supervisors and employees will review the current job description and revise as necessary at the time of the Annual Performance Review. Employees will sign that they acknowledge and understand the roles, responsibilities and requirements of the position.
7. Job descriptions of any staff position will be made available to any staff if requested.

## **2.31 PERFORMANCE MANAGEMENT**

Effective Date: **10/28/2021**

### **PURPOSE/POLICY**

The Partnership evaluates strengths and areas of improvement in performance of all employees in a fair and equitable manner. The Partnership will strive to complete the Performance Review/Feedback process on an annual basis. It is intended to be a positive experience to assist the employee in being successful in the performance of her/his job. Discussions regarding an employee's job performance are recommended on an informal and on-going basis and employees are encouraged to ask about their performance or potential areas of improvement.

Performance management is completed to modify staff performance agreements as necessary, to assist staff in improving skills and professional competencies, and to identify training and development needs.

### **PROCEDURE**

An evaluation will be done upon completion of the probationary period and at least once annually thereafter.

The employee completes a self-evaluation and provides it to the immediate supervisor prior to the review. The immediate supervisor will complete the performance review form and then schedule the review with the employee. A third party may be present during the review.

1. The reviewer and the employee may discuss the following topics:
  - a. Previous performance plans and achievement of past goals.
  - b. Current performance review including demonstrating appreciation for employee contributions.
  - c. Employee self-review form.
  - d. Constructive feedback on employee's performance.
  - e. Future expectations and goals.
  - f. Employee training needs and professional development opportunities.
  - g. Job Description
2. The employee may submit comments or statements on the performance review form during the review or within five (5) working days.
3. The reviewer signs the completed form. The employee signs the completed review acknowledging that they have read and understand it. The employee's signature does not necessarily acknowledge agreement with the review. A refusal to sign should be documented by the supervisor and the Human Resource Director.
4. The immediate supervisor documents employee progress on such areas as:
  - a. Results
  - b. Additional responsibilities
  - c. Awards or recognitions
  - d. Training
  - e. Comments from clients, peers, and others
5. Performance reviews are placed in the employee's personnel file and may be used for such actions as transfers, promotions, pay adjustments, and salary considerations.
6. Leaves of absence and breaks in service may affect the timing of performance reviews.

## **SECTION 3**

### **EMPLOYEE BENEFITS PROCEDURES**

#### **3.1 HOLIDAYS**

Effective Date: **10/28/2021**

#### **PURPOSE/POLICY**

The Partnership provides full-time employees the benefit of paid holidays. Temporary and part-time employees are not eligible for paid Holidays unless authorized by the CEO. Holidays are recognized as non-work days for employees.

#### **PROCEDURE**

1. The following are recognized by the Partnership as a holiday for 260 day employees:
  - a. New Year's Day
  - b. Martin Luther King, Jr. Day
  - c. Presidents' Day
  - d. Good Friday
  - e. Memorial Day
  - f. Juneteenth
  - g. Independence Day
  - h. Labor Day
  - i. Columbus Day / Indigenous People's Day
  - j. Veterans' Day
  - k. Thanksgiving Day
  - l. Day after Thanksgiving
  - m. Christmas Eve
  - n. Christmas Day
2. Employees who work less than 260 days will receive the benefit of paid holidays as designated by their Program Director, based on work location and job requirements.
3. A recognized holiday that falls on Saturday is observed on the preceding Friday. A recognized holiday that falls on Sunday is observed on the following Monday.
4. Holiday pay is calculated based on the employee's regular hourly rate multiplied by the number of hours the employee was regularly scheduled to work that day. If an employee was not scheduled to work, then no holiday pay will be awarded.
5. An employee who has an unscheduled absence the working day prior to and/or following a holiday is not paid for that holiday. An authorized absence includes only sick time with a doctor's statement, vacation time, bereavement leave, jury duty and variable Reduction in Force (RIF) days.
6. If a paid holiday falls during an employee's scheduled vacation period, holiday pay is provided and he/she still has a vacation day to use.

7. An employee on a paid approved leave of absence is eligible for holiday pay. If the approved leave of absence is not paid, the employee is not eligible for holiday pay.
8. Holiday pay is not counted as hours worked for the purposes of determining overtime.
9. To ensure effective unit performance, the immediate supervisor may designate that Holidays be observed on a varying basis.
10. All employees who work on a holiday must have prior approval from their immediate supervisor. If employees are scheduled or required to work on a holiday, then he/she will be allowed to take a regular workday off with pay within ninety (90) days. This should be detailed in the time-keeping system notes.

### 3.2 VACATION

Effective Date: **10/28/2021**

#### PURPOSE/POLICY

The Partnership provides and encourages vacation time for employees to refresh themselves and encourages all employees to use vacation time regularly. All full-time employees accrue and use vacation time in accordance with the guidelines outlined below.

#### PROCEDURE

1. Vacation time off is based on a "calendar year," January through December. Eligible employees are advised how much vacation time off they have accrued for the previous year as soon as practical after January 1.
2. Eligible employees accrue vacation time on January 1 based on the employee's regular schedule of days worked and length of service completed in the prior calendar year.
3. Employees accrue vacation time based on the following schedule:

<u>Completed Months of Service on January 1</u>	<u>Up to 185 Work Days</u>	<u>Up to 205 Work Days</u>	<u>Up to 230 Work Days</u>	<u>Up to 245 Work Days</u>	<u>Up to 260 Work Days</u>
New hire/Less than 1 Year	Prorated	Prorated	Prorated	Prorated	Prorated
1 – 60 Months	3	4	7	8	10 Days
61 – 120 Months	4	5	8	10	15 Days
121 – 180 Months	5	6	10	15	20 Days
181 Months or More	6	7	15	20	25 Days

4. Prorating of vacation for new hire employees and employees with less than one year of service is determined by computing the actual period of employment during the prior calendar year. Any employee hired on or before the fifteenth day of the month is given credit for working the full month. An employee hired after the fifteenth day of the month receives no credit for that month. After the total months worked has been determined, the number of months worked is divided by twelve. The resulting percentage is then multiplied by ten days. In the event the resulting vacation involves a fraction of a day, the fraction is rounded to the nearest full day. For example, a 260 working day employee hired between April 1 and April 14 would accrue eight days of vacation. The same employee would be awarded ten days of vacation the following January 1.
5. Employees must request approval through the leave request process in the timekeeping system in advance before taking vacation. Scheduled absences are pre-planned with the immediate supervisor in accordance with department guidelines, ensuring the least impact to the performance of the business unit. The immediate supervisor and/or key

Leadership Team member has the discretion to deny vacation requests. However, an employee can appeal to the Human Resource Director if the employee believes the denial is unfair.

6. When scheduling conflicts arise, priority for vacation leave is established at the discretion of management. Decisions about vacation time and scheduling are the responsibility and at the discretion of the supervisor and the appropriate Program Director.
7. Vacation time off can be taken in any increments for non-exempt employees as approved by the supervisor. Exempt employees may only use vacation in half-day or whole-day increments.
8. The Partnership does not advance vacation.
9. The Partnership strongly encourages employees to take vacation every calendar year. Vacation cannot be carried over from one year to the next year unless there is a business reason exception pre-approved by the CEO. Any vacation time not used by December 31 will be converted to illness leave.
10. Any accrued but unused vacation will not be paid at the time of a termination. Vacation may not be used to extend the termination date.
11. At the discretion of the CEO, any accrued but unused vacation for the then current year may be paid at the time of an involuntary termination (due to funding cuts, reorganization etc.) if funds are available. If due to disciplinary action, the CEO will review the information before making a final determination.
12. Employees who are not normally provided benefits or who have not been awarded vacation leave may be awarded days with CEO approval.

### **3.3 ILLNESS LEAVE**

Effective Date: **10/28/2021**

#### **PURPOSE/POLICY**

The Partnership provides illness leave for employees to rest and recover from illness. All full-time employees accrue illness leave at the rate of four (4) hours per pay period. The accrued leave will be available for use after ninety (90) calendar days of employment in accordance with the guidelines outlined below.

#### **PROCEDURE**

1. Illness leave will begin to accrue at the rate of four (4) hours per pay period at the employee hire date and may be used after the employee successfully completes ninety (90) calendar days of employment.
2. Employees may request use of paid illness leave after successful completion of the 90-day probationary period. Non-exempt employees can take illness leave in any increment as approved by the supervisor. Exempt employees may only use illness leave in half-day (4 hours) or whole day (8 hour) increments.
3. Illness leave may not be used as additional vacation leave, but is granted when a person is unable to perform his/her assigned duties because of illness or injury. This could include appointments with physicians, dentists, or other recognized practitioners, or for a serious illness, disability, or injury of an immediate family member.
4. Each employee is responsible for notifying their immediate supervisor at least thirty (30) minutes before the regular starting time if the employee is unable to be at work. Leaving a message or talking with a co-worker is not sufficient. The employee should notify the supervisor if he or she intends to utilize illness leave for that day. The employee is also responsible for keeping their immediate supervisor informed of his/her work status.
5. Employees must provide notification for each day of absence to his/her supervisor unless it occurs during an authorized paid or unpaid leave of absence.
6. Employees who have breaks in employment, including leaves of absence (e.g., FMLA) do not accrue illness leave during their absence unless expressly required by applicable law.
7. Employees receiving workers' compensation pay may not use illness pay.
8. If an employee uses three (3) or more consecutive days of illness leave, he/she may be required to bring in a medical certification to support the absence and releasing the employee to return to work. A supervisor may request a medical certification for any shorter number of days if the supervisor believes documentation is needed. Employees using 3 or more days of illness leave may also qualify for FMLA leave.
9. Illness leave may be converted to service credit for retirement based on guidelines and limits of the RSA plan.
10. Illness leave is coordinated and runs concurrently with FMLA and other leaves.

11. Employees who are not normally provided benefits or who have not been awarded illness leave may be awarded time off with pay with CEO approval.
12. Unused illness leave is not paid out upon termination.

**Program Specific – Children’s Services** - Additional Leave Restrictions for Particular Positions:

Due to the goal of increased quality and stability in the classrooms, some job positions that earn or accrue leave based on the Partnership’s leave policy will have restrictions on the number of paid leave days (vacation and illness) allowed in any given period.

### 3.4 DONATION OF ILLNESS TIME

Revision Date: **08/22/2019**

#### PURPOSE/POLICY

It is the intent of the Partnership to allow employees to assist other employees in cases of a prolonged medical condition that results in exhaustion of all earned leave, including illness, and/or vacation time. This policy will apply to full-time employees only. Temporary and part-time employees are not eligible for this policy.

“Recipient” refers to an eligible employee who has been authorized to solicit donations of leave from other employees.

“Donor” refers to an eligible employee who has elected to donate leave to another employee.

#### Donor’s Responsibilities

1. Leave donation shall be strictly voluntary.
2. A minimum of **twenty (20)** illness leave days must remain in the donor’s accrual balance after the donation of leave.
3. Whether the donated illness leave days are used or not, the donation of the illness leave days is irrevocable (non-returnable) as of the date the donation form is fully approved.
4. A donor may voluntarily request in writing by completing the “Illness Leave Donation Request Form” that a specified number of hours of his/her accrued illness leave be transferred to the beneficiary listed on the appropriate form. The request must have prior approval by the appropriate supervisor of both the donor and the recipient. After all the required signatures have been obtained, the completed form should be forwarded to the Human Resource Director for processing.

#### Recipient’s Responsibilities

1. It is the responsibility of the recipient to notify the Human Resource Director who will then request donated time from other employees.
2. It is the responsibility of the recipient to coordinate with the donating employee and appropriate supervisors to ensure that all required signatures have been obtained (prior to utilizing any donated leave) on each “Illness Leave Donation Request Form” that is submitted.
3. Because the donated illness leave may result in additional time away from work by the recipient, the recipient’s supervisor must agree to the transfer of the illness leave time.
4. In order for donated leave to be approved the recipient of leave must provide documentation, which should include certification of the need for leave and estimated

return to work date from a certified physician. The requested information should be attached to the "Illness Leave Donation Request Form". Required documentation should be attached to each submitted "Illness Leave Donation Request Form".

5. The recipient of the donated illness leave will be notified by Human Resources as to the amount of approved donated illness leave days along with the date the leave will be effective. Care should be given to ensure the confidentiality of an employee's medical condition.

*Employees are reminded that unused illness leave may be applied toward creditable service under the Teacher's Retirement System of Alabama for Tier I Employees. Employees should consider the financial impact of losing Teachers' Retirement System creditable service before donating their illness leave time to another employee. Under no circumstances will previously donated illness leave time be reinstated or transferred to the donating employee for any reason, including for retirement plan purposes.*

### **3.5 OTHER LEAVE**

Effective Date: **10/28/2021**

#### **PURPOSE/POLICY**

Partnership employees may be granted Other Leave when the absence occurs on a scheduled workday. Such leave will not be charged against the vacation or illness leave of employees authorized to accrue vacation or illness leave. The number of hours of leave granted for each day will not exceed the number of hours the employee is scheduled to work that day.

#### **Military Leave**

1. The Partnership prohibits discrimination due to an employee's service in the uniformed services. The Partnership will comply with all applicable statutes that require employees serving in the military, such as reservists and National Guard personnel, to be given leave of absence for active duty and training exercises under Uniformed Services Employment and Reemployment Rights Act (USERRA) of 1994 and applicable state laws.
2. It is the employee's responsibility to inform their immediate supervisor as soon as orders for military duty have been received. When requesting a military leave of absence, the employee should present a copy of the training orders.
3. Employees will continue to receive full pay while on leave for those military-related absences that are two (2) weeks or less. The portion of any military leave of absence in excess of two (2) weeks will be unpaid. However, employees may choose to use any available paid time off for the absence.
4. Continuation of health insurance benefits is available to the extent required by USERRA based on the length of the leave and subject to the terms, conditions and limitations of the applicable plans for which the employee is otherwise eligible.
5. While an employee is on military leave, the Partnership will preserve the employee's rights to the extent required by law.
6. When an employee returns from military leave, he or she will be assigned to a position as required by law. Military leave time is immediately credited to the employee's length of service and all benefits preserved by USERRA will be retained. The employee's salary will be equal to or greater than the salary at the time the leave commenced unless salaries have declined.

#### **Jury Duty/ Court Attendance**

1. The Partnership will accommodate all employees by granting leave for jury duty or court attendance as a witness in a case not involving personal litigation.
2. All employees are eligible for jury duty pay.

3. When an employee receives a summons for jury duty or court attendance he or she must present a copy of the summons to their immediate supervisor.
4. Employees are expected to report for work whenever the court schedule permits.
5. Employees must present a statement received from the court indicating time served to their immediate supervisor. A copy of the statement must be forwarded to the Fiscal Department prior to the end of the pay period affected.
6. Jury duty/court attendance pay is calculated based on employee rate of pay at the time of the absence and the number of hours the employee would have been scheduled to work. If an employee was not scheduled to work, they will not be paid.
7. Jury duty/court attendance pay is not used in the calculation of overtime.
8. Employees will continue to receive and accrue benefits during jury duty/court attendance including vacation, illness leave, holiday pay and health insurance coverage.

### **Bereavement Leave**

1. The Partnership will provide compensation, or reasonably accommodate regular full-time and regular part-time employees who must be off work during a period of bereavement.
2. Employees will be paid their regular straight-time wages up to eight (8) hours per day up to three (3) work days (may be consecutive or not consecutive) due to the death of an immediate family member as defined in this policy. The bereavement leave may be taken to make funeral arrangements, attend a funeral and/or to take care of personal affairs normally associated with a death. A copy of the obituary notice or other appropriate documentation must be provided to the Supervisor and the Fiscal Department.
3. The term "immediate family" means wife, husband, son, daughter, mother, father, brother, sister, grandparent, grandchild, great-grandparent, or a relative by marriage of comparable degree, step-parent or step-children, significant other and fiancé.
4. Bereavement leave will not be paid for Saturday or Sunday, or any day on which holiday pay, or vacation pay is paid. Employees may not be entitled to the full three (3) days' bereavement leave, depending on the circumstances.
5. Employees who need to take time off due to a death of an immediate family member should notify their immediate supervisor as soon as possible and shall inform them of the expected date of return.
6. The immediate supervisor may allow employees to use any available paid leave for additional time as necessary.
7. Employees will continue to accrue vacation and illness leave time during the bereavement leave.

8. Bereavement pay is calculated based on the employee's rate of pay at the time of the absence and the number of hours they would have been scheduled to work and is not used in the calculation of overtime.

### **Inclement Weather**

1. When considered necessary for the safety of employees the CEO or designee may authorize a late arrival time, or closing of the offices for hazardous weather conditions. Such time will be reported on attendance reports as 'inclement weather'.
2. Partnership locations will establish a guide to follow in determining the late arrival, early departure, or closing of the facilities (example: Children's Services classroom staff will follow school systems schedule). Decisions affecting the Central Office and other office locations of the company will be made by the CEO and Human Resource Director.
3. Children's Services Classroom Specialists (CSCS) are permitted to make a determination concerning the safety of children and staff when inclement weather is a factor. CSCS's should contact the Director of Children's Services immediately if classrooms are closed. If the CSCS is unavailable to render a decision, then the Children's Services Director should make a decision to send children home and decide how to account for staff time. Day Care Licensing should be notified if classrooms are closed due to inclement weather. Local school system announcements where the site is located will be followed in most circumstances. If schools are closed but conditions are completely safe, an employee may be asked to work or continue working if needed.
4. Due to the wide variety in distances from residences, Central Office staff will use their own judgment based on local news reports, road closings, and other official organizations in determining their safety in reporting to work. When conditions permit employees to travel to work and they choose not to, their leave will be charged to vacation leave if available. Otherwise, it will be leave without pay.
5. When possible, all media available will be utilized to announce delayed opening or the closing of facilities. The Central Office automated attendant will be changed to indicate the closing of the office.
6. The Partnership intranet and/or social media will be used to communicate when offices are closed.

### **Education Leave**

1. Employees may be allowed an education leave of absence in order to complete the voluntary furtherance of their education. Such leave will be limited to no more than six (6) hours per week. Education leave will not be counted as time worked and the employee will not be compensated.
2. All education leave must be approved in advance by the CEO.
3. Extended education leave is unpaid leave.

## **Emergency/Administrative Leave**

1. The Partnership may continue to pay for all or a portion of employee salaries and benefits in the event that an unexpected, extraordinary and/or state of emergency circumstance or situation occurs. These salaries and benefits can be charged to the funding agency or award based on the programmatic, funding guidelines outlined during such emergency as well as our fiscal policy and procedures.
2. All administrative leave paid for unexpected, extraordinary and/or state of emergency related purposes must be approved in advance by the CEO.

### **3.6 PERSONAL LEAVE OF ABSENCE**

Effective Date: **10/28/2021**

#### **PURPOSE/POLICY**

The Partnership provides personal leaves of absence that are authorized, without pay, to full-time employees with one (1) or more years of continuous service, for up to ninety (90) calendar days. Personal leaves of absence may be available to employees who have exhausted their FMLA, not yet qualified for FMLA, and/or whose situation is not a qualifying event. It is not intended to simply provide employees with additional time off.

#### **PROCEDURE**

1. Only the CEO may authorize personal leaves of absence.
2. Employees who wish to continue benefits coverage during their leave of absence must bear the full cost of those benefits.
3. Employees on a personal leave of absence are informed prior to the leave as to whether or not they are guaranteed that their position or a similar position will be available when they return from their absence.
4. The personal leave of absence may be covered under the Family and Medical Leave Act (FMLA). See the policy on FMLA for more information.

### **3.7 LACTATION / BREASTFEEDING BREAKS**

Effective Date: **10/28/2021**

#### **PURPOSE/POLICY**

The Partnership supports breastfeeding mothers by accommodating the mother if she wishes to express breast milk during the workday, when separated from her newborn child.

#### **PROCEDURE**

1. For up to one (1) year after the child's birth, any employee who is breastfeeding her child will be provided reasonable break times and a private location to express breast milk.
2. Employees required to hold ratio will communicate and work with their immediate supervisor regarding scheduling so that her position is covered during her break.
3. All employees will be accommodated with a private area for nursing as necessary.
4. Nursing mothers wishing to use a designated room must request/reserve the room by contacting their immediate supervisor.
5. Employees storing milk at their workplace assume all responsibility for the safety of the milk and the risk of harm for any reason, including improper storage, refrigeration and tampering.

### **3.8 FEDERAL FAMILY AND MEDICAL LEAVE ACT (FMLA)**

Effective Date: **10/28/2021**

#### **PURPOSE/POICY**

The Partnership allows eligible employees to take up to twelve (12) weeks of unpaid Family and Medical Leave (“FMLA Leave”) in a twelve-month period. Employees are eligible for FMLA leave if:

- (1) They have worked for the Partnership for at least twelve months.
- (2) They have worked at least 1,250 hours for the Partnership in the past twelve months.
- (3) They work at a location with at least 50 employees or within 75 miles of another Partnership location that when combined has at least 50 employees.
- (4) They provide the proper notice to the Company.
- (5) They provide any required certification.

Information regarding FMLA leave is also posted in the main office and at each work location. If you have any questions regarding FMLA leave, contact the Human Resource Director.

#### 1. Types of Leave

An eligible employee may take FMLA Leave for the following reasons:

**New Child Leave:** An employee may take leave for the birth of his/her child, to care for his/her newborn child, and/or for the placement with him/her of a new child for adoption or foster care. The employee must take all of his/her New Child Leave at once; the employee does not have the option of taking this type of leave intermittently (a few days/weeks now and the rest later) or as part of a reduced schedule. Finally, there is a time limit on this type of leave-- you must take this leave within twelve (12) months after the birth, adoption or placement of the child.

**Serious Health Condition Leave.** You may take up to twelve (12) weeks of leave if you have a serious health condition that prevents you from performing the duties of your job or because you are needed to provide care for your parent, child<sup>1</sup>, or spouse because of their serious health condition. Examples of this type of leave could include in-patient surgery, medical treatments for cancer, and doctor ordered bed-rest during a pregnancy.

**Qualifying Exigency Leave.** You may take up to twelve (12) weeks of leave if your parent, child (including adult children), or spouse is called to covered active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation. To qualify for this leave, your family member must be either: a member of the National Guard or Reserves called to or serving on active duty, or active duty military personnel deployed to a foreign country. Additionally, there must be a “qualifying exigency” arising out of your

<sup>1</sup> Child includes biological, step, adopted or foster children, as well as a legal ward or person for whom you stand *in loco parentis*, who is either under 18 years of age OR is 18 years or older and incapable of self-care because of a mental or physical disability.

family member's call to covered active duty. Examples of circumstances that may qualify you for this type of leave include military duties, arranging for alternative childcare, making or updating financial or legal arrangements, and counseling, all of which must be related to the call to covered active duty.

**Injured Service Member Family Leave.** You may take up to 26 weeks of leave during a twelve-month period if your parent, child (including adult children), spouse, or next of kin is a covered service member and you are needed to care for him or her. Unlike other kinds of FMLA leave, this is available only once per covered service member per injury. A *covered service member* means a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness. It also includes a veteran undergoing medical treatment, recuperation or therapy for a serious injury or illness as long as the veteran was a member of the armed services within the last five years. For purposes of this type of leave, *outpatient status* means the covered service member is assigned to a military medical treatment facility as an outpatient or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients. A *serious injury or illness* is an injury or illness incurred by the covered service member in the line of duty on active duty in the Armed Forces that may render the covered service member medically unfit to perform the duties of his or her office, grade, rank, or rating.

## 2. Computing the Amount of an Employee's Leave and Limits on Leave

- a. **Calculating the leave year:** The Partnership uses the "rolling" twelve-month period method to calculate an employee's leave year. The first time an employee takes FMLA leave, his/her leave year begins. After the employee take his/her first FMLA leave, each time he/she requests additional FMLA leave, the Partnership will look backward twelve (12) months and determine how much FMLA leave he/she has used during that time and how much FMLA remains.
- b. **Married couples who work for the Partnership:** If an employee and his/her spouse are both employed by the Partnership, their combined FMLA leave for a New Child or for a parent's Serious Health Condition is limited to twelve (12) weeks in a twelve-month period. For example, if an employee takes twelve (12) weeks of FMLA leave to care for a newborn child or to care for a sick parent, his/her spouse is not eligible for FMLA leave in that twelve (12) month period. Similarly, combined leave to care for an injured service member cannot exceed 26 weeks during that leave year.
- c. **Relationship to paid leave:** An employee may exhaust accrued paid leave during FMLA leave. For example, this means that if an employee requests twelve (12) weeks of leave for the birth of his/her child and he/she has one week of paid vacation accrued, the employee may take the first week of their FMLA leave as paid vacation, and the remaining eleven weeks as unpaid leave. The Partnership does not require the use of paid leave while on FMLA leave-- it is the employee's choice.

### 3. Intermittent or Reduced Schedule Leave

In some cases, involving serious health conditions, an employee may need to leave work early on certain days, work a reduced schedule, or take leave a few days at a time, rather than taking twelve (12) consecutive weeks of leave. An employee may be eligible for intermittent leave or reduced schedule leave if his/her doctor says that type of leave is medically necessary. If an employee requests intermittent leave or leave on a reduced schedule, the Partnership may transfer the employee to a temporary, alternative job for which he/she is qualified and that better accommodates the employee's requested leave schedule. The temporary position will have pay and benefits equivalent to the employee's regular job.

### 4. Working While on FMLA Leave

Working for another employer or being self-employed while on FMLA leave may result in the termination of your employment, depending on the circumstances. You should discuss with the Human Resources Director any work you plan to do while on leave. Additionally, you may not perform any work for the Partnership during absences due to covered leave.

### 5. Notice Requirements

So that the Partnership can prepare for an employee's absence during FMLA leave, the employee must give the Partnership as much notice as possible that he/she plans to take FMLA leave. The employee must submit to the Partnership written notice of his/her intention to take FMLA leave at least thirty days prior to the day he/she expects his/her leave to begin. The employee may obtain the proper form from the Human Resource Director. After completing the leave form, the employee should submit it to their immediate supervisor. If for some reason the employee cannot provide thirty (30) days' notice before taking leave, the employee must give notice as soon as possible and practicable, but no later than 48 hours after the occurrence of the reason for the leave.

If the employee is requesting leave for planned medical treatment (either for the employee or a family member) after consulting with the treating physician, the employee must make a reasonable effort to schedule the treatment so as not to unduly disrupt the Partnership's operations.

### 6. Medical Certification

When requesting leave because of a serious health condition (the employee or a family member) the employee must provide medical certification of the need for leave from the doctor or health care provider. In some limited cases, the Partnership may require a second medical opinion.

While the employee is on FMLA leave, the employee must submit a recertification from the treating doctor or health care provider every 30 days. The recertification should indicate whether the employee continues to need FMLA leave, as well as any changes in circumstances (for example, a change in the anticipated duration of the illness). In addition to the medical certification, the employee should let the Partnership know about any changes in circumstances as soon as possible.

For those employees seeking intermittent leave that is not predictable, the employee must submit a recertification regarding the need for leave each year.

The Partnership may require certification of the 'qualifying exigency' in connection with approving a Qualifying Exigency Leave request.

#### 7. Continuation of Health Benefits During Leave

The employee's health benefits will continue during his/her leave as long as he/she continues to pay his/her normal portion of the premium. If the employee does not return to work at the end of his/her FMLA leave, the Partnership may require the employee to repay health insurance premiums that the Partnership paid on his/her behalf during the leave period.

#### 8. At the End of the Leave

When the employee returns from FMLA leave, unless he/she has been notified that he/she is a "key employee", the Partnership will return the employee to the job he/she had when he/she started the leave or an equivalent one. However, if his/her job was eliminated during the FMLA leave, the Partnership may discontinue the FMLA leave and has no obligation to reinstate the employee. In addition, the employee will not be entitled to any right, benefit, or position of employment other than any right, benefit or position to which the employee would have been entitled had the employee not taken leave. In addition, in the rare case that the employee's reinstatement would cause substantial and grievous economic injury to the Partnership, the Partnership reserves the right to deny the reinstatement.

If an employee took leave for a serious health condition, the Partnership may require a medical release to return to work.

If an employee is unable to return to work at the end of the FMLA leave, employment may be terminated and the employee may be eligible for continuation of health benefits as provided by law.

#### 9. Employees Will Not Be Retaliated Against for Taking FMLA Leave

The fact that an employee requested or took FMLA leave will not be counted against the employee in any way. If an employee believes that the Partnership is counting their FMLA leave against them in any way, he or she must notify the Human Resource Director immediately.

Information regarding FMLA leave is posted in all locations. If an employee has any questions regarding FMLA leave, they are to contact the Human Resource Director. For additional FMLA information, all employees are encouraged to visit the following website:

<http://www.dol.gov/whd/regs/compliance/posters/fmlaen.pdf>

### **3.9 BENEFIT PLANS**

Effective Date: **10/28/2021**

#### **PURPOSE/POLICY**

All regular full-time employees are immediately eligible for benefits through the Teachers Retirement Systems of Alabama. Employees should refer to each plan's description for details. In the event of any discrepancy between this document and the plan details, the latter will prevail. The following section provides a summary of benefits provided by the Partnership.

#### **Medical Insurance**

1. Full-time employees are required to participate in the Public Education Employees Health Insurance Plan. The cost of medical coverage is deducted from the employee's check whether or not the employee subscribes to PEEHIP coverage. PEEHIP enforces this decision, not the Partnership. No employee can 'opt out' of PEEHIP coverage.
2. General information on the cost of coverage is provided to employees by Human Resource staff when they are employed. Information about the health insurance benefits and its options are available at:  
[www.rsa.state.al.us/PEEHIP/peehip.htm](http://www.rsa.state.al.us/PEEHIP/peehip.htm).

#### **Retirement**

1. Full-time employees are required to participate in the Teachers Retirement System.
2. Information on the cost of participation will be provided to employees when they become eligible, in advance of enrollment. Information about the retirement plan benefits is available at: [www.rsa.state.al.us](http://www.rsa.state.al.us)
3. All full-time employees should refer to the TRS website for information on life insurance policy for their beneficiary.

#### **Supplemental Coverage**

Optional supplemental life insurance, short-term and long-term disability insurance coverage is available at a cost to all employee who meet the eligibility requirements.

### **3.10 CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT (COBRA)**

Effective Date: **10/28/2021**

#### **PURPOSE/POLICY**

When an eligible employee terminates employment with the Partnership, the employee or qualified beneficiary is entitled to continue participating in the Partnership's group health plan for a prescribed period of time, usually eighteen (18) months. In certain circumstances, such as an employee's divorce or death, the length of coverage period may be longer for qualified dependents.

#### **PROCEDURE**

1. General notice of coverage is sent to employees and spouses covered by the plan within ninety (90) days of individual's coverage date by the plan administrator.
2. Written notice of continued health insurance coverage is provided to the terminated employee and/or dependents by the plan administrator within fourteen (14) days of the qualifying event.
3. For detailed information or questions on COBRA, employees are requested to check with the plan administrator.

### **3.11 WORKERS' COMPENSATION**

Effective Date: **10/28/2021**

#### **PURPOSE/POLICY**

On-the-job injuries and work related illnesses may be covered by our Workers' Compensation Insurance Policy, which is provided at no cost. Our insurance carrier determines which claims are job related and therefore covered.

If employees are injured on the job, no matter how lightly, they should report the incident immediately to their Supervisor. Failure to follow our procedures may affect the ability of the employee to receive Worker's Compensation benefits.

#### **PROCEDURE**

##### **Employee Responsibilities**

1. Inform the immediate supervisor of the injury or illness as soon as possible and no later than 24 hours after the incident or accident. The employee should immediately complete the required forms which will include the following:
  - a. Date, time, and place of injury, illness, or accident.
  - b. Brief description of and conditions that caused the injury, illness, or accident.
  - c. Description of injured parts of the body or disease resulting from the injury, illness or accident.
2. Notify attending medical personnel the injury is work-related and a drug screen is required. Request attending medical personnel promptly provide information requested by the employer about the condition of the employee.
3. Keep records of all bills, dates of treatment, compensation payment dates worked and not worked, to whom the injury or accident was reported, including other information relating to the employee's injury or accident.

##### **Supervisor Responsibilities**

1. Promptly conduct a thorough investigation to determine if the injury or accident was caused by a work-related incident.
2. If medical attention is needed, the employee must see a designated workman's compensation physician.
3. Notify Human Resources of the accident or injury, and work with them to resolve or correct the cause of the accident or injury.
4. Complete a First Report of Injury form and forward to Human Resources and Fiscal to notify the insurance company.

### **3.12 TRAINING AND DEVELOPMENT**

Effective Date: **10/28/2021**

#### **PURPOSE/POLICY**

The Partnership believes employees are a valuable partner in meeting the Partnership's vision, mission, and values. The Partnership supports the development of the skills of each employee and volunteers through both in-house and external training opportunities.

#### **PROCEDURE**

1. It is a joint responsibility among Team Leaders and employees to identify training opportunities and needs. Training and leadership development plans are part of the annual performance review process.
2. Safety training and employee orientation is provided to all employees. Please see specific policies for details. Refer to 2.20 New Employee Orientation and 5.1 Safety.
3. Other training courses are offered on an annual or "as needed" basis and may include, but are not limited to, the following:
  - a. Computer training
  - b. Harassment training
  - c. First aid and CPR
  - d. Workplace safety
  - e. Abuse and neglect reporting (see Children's Services Specific information below)
4. It is the responsibility of the immediate supervisor to assign employees to the training sessions to ensure they receive the required training on a regular basis.
5. For planning purposes, employees should submit a written request for training to their immediate supervisor for review and approval.
6. Specific staff must participate in ongoing, structured training based on job requirements in order to develop opportunities to acquire the knowledge and skills necessary to implement applicable standards. Such training and development will include methods for identifying and reporting adult and child abuse and neglect that comply with applicable Alabama and local laws using, so far as possible, a helpful rather than a punitive attitude toward abusing or neglecting parents and other caretakers.
7. Staff may participate in ongoing, structured training to acquire knowledge and skills as deemed necessary by their immediate supervisor.
8. Applicable employees shall participate in training enabling them to obtain specific credentials. Some courses may be reimbursed through the Education Assistance policy
9. All staff members, volunteers, and consultants will be provided with information and training about the vision, mission, values, goals, objectives and policies of the company and the program in which they work.

### **3.13 EDUCATION ASSISTANCE**

Effective Date: **10/28/2021**

#### **PURPOSE/POLICY**

The Partnership recognizes that the skills and knowledge of its employees are critical to the success of the Partnership. The Education Assistance Program encourages personal and professional development through formal education so employees can elect to maintain and improve job-related skills or enhance their ability to compete for jobs within the Partnership. Employees may choose to voluntarily pursue their education and apply for tuition assistance. Employees who are completing approved coursework will not be paid for the time in class or time completing course work online unless otherwise required by law.

#### **PROCEDURE**

1. Eligible employees include:
  - a. Those who have completed one full year of service as a regular full-time employee and have received positive performance reviews.
  - b. Those who remain on the active payroll and are performing their job satisfactorily through completion of each course may continue to receive education assistance.
  - c. Those who have completed and submitted a written request and obtained prior approval from the appropriate Program Director.
  - d. Those whose training is explicitly authorized by the CEO or a funding agency.
  - e. Those who have either exhausted or are not eligible for scholarships, grants or any other types of education assistance.
2. The guidelines for payment or reimbursement include courses taken and passed with a grade of "C" or better in the course and from an accredited academic institution. This will also entitle the employee to receive payment or reimbursement (determined by the appropriate Program Director and available funding) of tuition, books, and lab fees.
3. Approval for participation in the program depends on availability of funds in the program's and/or Partnership's budget.
4. Individual courses or classes that are part of a degree, licensing, or certification program must be related to the employee's current job duties or a foreseeable future position in the Partnership in order to be eligible for educational assistance.
5. While educational assistance is expected to enhance employee performance and professional abilities, the Partnership cannot guarantee that participation in formal education will entitle the employee to automatic advancement, a different job assignment, or any pay increase.
6. Due to budgetary restraints and for budget planning purposes, employees will be required to inform the Partnership by a specific date of any anticipated education accomplishments in order to accommodate any pay increases that may be due.
7. Costs of additional education at an undergraduate or postgraduate college level, including that provided at the Partnership's own facilities, will be paid if funds are available and are limited to:

- a. Training materials.
- b. Textbooks.
- c. Fee charged by the educational institution.
- d. Tuition charged by the educational institution or, in lieu of tuition, instructors' salaries and the related share of indirect costs of the educational institution to the extent that the sum thereof is not in excess of the tuition that would have been paid to the participating educational institution.
- e. Straight-time compensation of each employee for time spent attending classes during working hours not in excess of 156 hours per year and only to the extent that circumstances do not permit the operation of classes or attendance at classes after regular working hours; otherwise, such compensation is unallowable.
- f. Continuing education units.

### **3.14 EMPLOYEE PARTICIPATION IN PROGRAM SERVICES**

Effective Date: **10/28/2021**

#### **PURPOSE/POLICY**

Partnership employees and immediate family members (see paragraph 3 below for a clear list of who is included as 'immediate family') may participate in programs or services operated by the Partnership. The CEO must approve participation before the program service appointment is made and before the service is provided. Employees must meet all program eligibility requirements and not be given priority or preferential treatment over other applicants. Employees who benefit from the services of another Community Action agency do not require prior approval from our agency.

#### **PROCEDURE**

1. Employees should be advised that this application process may include more oversight than usual in order to avoid any appearance of conflict of interest. Any employee questions about the process should be directed to the CEO.
2. All employees are required to pay fees if a program requires a fee for service(s).
3. The term "immediate family" means wife, husband, son, daughter, mother, father, brother, sister, grandparent, grandchild, great-grandparent, or a relative by marriage of comparable degree, step-parent or step-children, significant other and fiancé.

### **3.15 TELECOMMUTING**

Effective Date: **10/28/2021**

#### **PURPOSE/POLICY**

The Partnership provides employees a mechanism to manage work and personal responsibilities while delivering high-quality service through the alternate arrangement of telecommuting. Telecommuting allows employees to work out of their homes a specific day (s) of the week on either a temporary or ongoing basis.

Working from home on a regular daily basis is a management tool that allows employees in certain positions to work from home on a more regular basis, instead of traveling to the main office location. It is not an employee benefit, but an alternative work arrangement based upon position responsibilities, solid work performance, and other eligibility requirements. The following are guidelines for a voluntary program for situations when Partnership determines, in its sole discretion, that an employee can effectively perform his or her job responsibilities in a *home* office capacity on an ongoing basis and the employee chooses to work from home subject to the requirements of this policy and any other requirements the Partnership may establish from time to time. This policy and its application remain in the complete and sole discretion of the Partnership and the Partnership may alter, amend, or terminate this policy at any time and for any reason with or without advance notice. The Human Resources Department has the authority to interpret or clarify this policy in its discretion.

This policy is separate from and does not change any individualized determinations the Partnership may make regarding the need for reasonable accommodations for qualified individuals with disabilities under federal or state law or otherwise modify any written contractual arrangements between Partnership and an employee.

#### **PROCEDURES**

1. Employees are eligible if they are currently meeting expectations for the position.
2. The Supervisor, Program Director, Human Resources and the CEO must approve the telecommuting request. Not all telecommuting requests will be honored.
3. Timeframe will be determined up front with the Supervisor by utilizing periodic reviews to ensure the arrangement continues to make sense for the employee and the Partnership.
4. Eligibility for a work from home arrangement is limited to positions the Partnership deems suitable. All regular, full-time, and salaried exempt employees in a "good standing" performance status may request a flexible work option. Work activities vary within the different job functions of the company; not every employee in each job function will be able to participate in the program. Only eligible employees may apply for participation. Eligibility, however, does not determine approval. An employee will be approved to participate at the sole discretion of the Direct Supervisor, Manager, with the approval of Human Resources.
5. A minimum of six (6) months of service with the Partnership is required to be considered.

6. Eligible employees should demonstrate, without limitation, the following work traits:
  - a. Dependability
  - b. Demonstrate ability to work independently
  - c. Self-discipline
  - d. Effective communication skills
  - e. Effective time management skills
7. Telecommuting employees are able to use a Partnership provided laptop, office equipment and agreed upon supplies. The employee is responsible for internet access (required for telecommuting). Telecommuting employees must be able to access the Partnership's systems through the current method required by IT. The employee is also responsible for protecting the Organization's equipment, documents, and information from theft, damage, and unauthorized use. The Organization does not accept responsibility for damage or repairs to employee-owned equipment.
8. Additional information regarding the agreement and responsibilities of the employee, supervisor and the Partnership will be provided when employee makes this request.
9. Telecommuting arrangements can be terminated at any time.

### **3.16 FLEX SCHEDULE**

Effective Date: **10/28/2021**

#### **PURPOSE/POLICY**

The Partnership may provide alternate arrangements to allow employees greater latitude in determining their work schedules for planned or unanticipated events, while still working a full-time workload. Flex schedules may include variations in starting and ending times or hour worked in a day (compressed work weeks). Flex schedule arrangements must either maintain or enhance the Organization's ability to serve its clients. Flex schedules arrangements should not affect career progression.

#### **PROCEDURE**

1. Employees are eligible if they are currently meeting expectations for his/her position and this is reflected and documented in past performance reviews.
2. The Supervisor, Program Director, Human Resources and the CEO must approve the flex schedule request and the Supervisors is responsible for ensuring appropriate staffing. Not all flex schedules will be honored.
3. Timeframe and acceptable hours of work and schedules will be discussed and agreed upon in writing with the Supervisor and the Program Director prior to this schedule beginning. Any exceptions must be pre-approved by the supervisor. Monthly reviews to ensure arrangements continues to meet the needs of the employee and the Partnership, the requirements of the role and supports the mission and needs of the agency.
4. Flex schedules can be terminated at any time with documentation of reasons required.

### **3.17 WELLNESS IN OUR WORKPLACE**

Effective Date: **10/28/2021**

#### **PURPOSE/POLICY**

It is important to invest in our employees that make our mission and vision happen. Wellness in Our Workplace (W.O.W!) is a health and wellness culture designed to encourage staff to focus on taking care of themselves in order to continue to have a positive effect on our communities.

This initiative is spearheaded by the Human Resources Team. The W.O.W! Committee includes a team of internal specialists in the areas of fiscal, mental health, home ownership, nutrition, movement, and communications.

#### **PROCEDURE**

1. The W.O.W! Committee will administer surveys to gather feedback and assist with additional planning.
2. Benefits of W.O.W! for employees include but are not limited to dedicated special interest groups, support initiatives led by qualified staff, and complimentary access to external tools.
3. Services for employees will be made available to every employee and will be accessible during work hours.
4. Services (other than those produced externally) will be available through Partnership programs and platforms.

## **SECTION 4**

### **TIMEKEEPING AND PAYROLL**

#### **4.1 HOURS OF WORK**

Effective Date: **10/28/2021**

#### **PURPOSE/POLICY**

The Partnership maintains work hours in accordance with federal and state regulations and in accordance with workload, program participants' requirements, and the efficient management of personnel.

#### **PROCEDURE**

1. The workweek of the Partnership begins at 12:00 a.m. Saturday and ends at 11:59 p.m. Friday. (Must be 168 consecutive hours).
2. Standard operating hours are 8:00 a.m. to 5:00 p.m. Monday through Friday. Working hours may vary depending on job requirements and locations as determined by the appropriate Program Director. Any variation of the operating hours of the agency's business office will require CEO approval.
3. Employees may be required to work hours that differ from their regular schedule, such as evenings or weekends, depending on the needs of the Partnership.
4. In general, employees receive an unpaid meal period of sixty (60) minutes in length. Specific job requirements may require the employee to work during lunch, for example, classroom staff. Employees may take a lunch break less than an hour and adjust their workday accordingly after communicating clearly and gaining approval of their altered work hours from their supervisor.
5. Lunches can be taken to accommodate staffing needs and operating requirements.
6. During the meal break, employees are relieved from duty (except as previously mentioned for specific jobs) and are free from interruptions except when an emergency arises. If a non-exempt employee is unable to take an uninterrupted meal break, the employee should notify their immediate supervisor who assigns relief so the meal break can be taken or authorize the additional time. Non-exempt employees should not work through meal periods without prior approval from their immediate supervisor. Exempt employees are encouraged to take a break for lunch and to record their time as such.
7. Non-exempt employees scheduled to attend a meeting, training class, workshop, or seminar at the request of the Partnership are paid for the hours of the meeting or seminar and the travel time to and from the work site. Exempt employees that attend a meeting, class or travel outside of normal work hours will not receive additional compensation since such training is considered part of their job.
8. Travel time to and from home is not considered work time and therefore is not paid.

9. The immediate supervisor must approve in advance any deviations from regularly scheduled work hours. The immediate supervisor must approve all overtime hours in advance and approve employee's time/activity reports. Disciplinary action may be taken if no prior approval for overtime was obtained, if an employee refuses to work required overtime, or an employee fails to record overtime worked.
10. An exempt employee will be granted a day off in lieu of time incurred on the weekend due to travel time to or from conferences, or when an employee is engaged in a special project approved by their supervisor. The employee should ensure the supervisor is informed and documentation should be clearly entered as notes in the time keeping system. As a best practice, it is preferred that time taken in lieu of time incurred should be done so within ninety (90) days of its occurrence. This day off must be pre-approved by immediate supervisor and not interfere with the normal work activities of the business unit.

### **Non-Exempt Employees Are Paid for All Time Worked**

1. It is the Partnership's policy to pay all non-exempt, covered employees a rate of pay equal to or exceeding minimum wage and to pay all employees for any time worked in accordance with the Fair Labor Standards Act and Alabama law.
2. Non-exempt employees are not permitted to work "off the clock." The Partnership will discipline employees, up to and including termination, for knowingly working "off the clock." If you believe you are being directed to work "off the clock", you must report it immediately to the Human Resource Director, the CEO or the CFO.

## **4.2 OVERTIME – NON-EXEMPT EMPLOYEES ONLY**

Effective Date: **10/28/2021**

### **PURPOSE/POLICY**

The Partnership maintains work hours in accordance with federal and state regulations and in accordance with workload, program requirements, and the efficient management of personnel. In order to meet client needs, it may be necessary for employees to work hours in addition to their normal work schedule.

### **PROCEDURE**

1. The immediate supervisor must approve any deviations from regularly scheduled work hours in advance which would cause overtime hours. The immediate supervisor must approve all overtime hours in advance. Disciplinary action may occur for no prior approval for overtime obtained, refusal to work required overtime, or failure to record overtime worked.
2. Non-exempt employees will be paid at one and one-half times their regular rate of pay for actual hours worked in excess of forty hours in a workweek. When calculating overtime, only actual time worked is used. For example, a Holiday, Vacation, Illness or any type of Leave (refer to HR Section 3 Employee Benefits) or time not worked is not counted when calculating overtime.
3. See Holiday (HR Policy 3.1), Vacation (HR Policy 3.2) and Illness leave (HR Policy 3.3) policies for additional overtime information.
4. Training and eligible travel time may be counted as time paid in the calculation of overtime.

## **4.3 TIMEKEEPING**

Effective Date: **10/28/2021**

### **PURPOSE/POLICY**

Federal and Alabama laws and regulations require the Partnership to maintain accurate records of all time worked by employees. Employees must record all time actually spent on the job performing assigned duties or other work-related projects.

### **PROCEDURE**

1. New employees will receive training by their immediate supervisor on procedures for completing time records, activity reports, and use of time recording software based on program requirements.
2. On a daily basis all employees must accurately record the following:
  - Beginning and ending work time.
  - Beginning and ending of each unpaid meal period.
  - Beginning and ending time of any split shift or other personal departures from work.
  - Approved time-off (vacation, illness, bereavement, holiday, jury duty, etc.).

The time actually recorded by employees that are classified as exempt from the Fair Labor Standard Act will not be used to calculate their actual pay. These records will be used for management purposes only.

3. Employees are responsible for recording and verifying their own time worked. Tampering, altering, or falsifying time records or recording time on another employee's time sheet is not allowed and may result in disciplinary action, up to and including suspension/termination. Under no circumstances is an employee allowed to record time for another employee. In unusual and rare circumstances, a supervisor that is in a position to know may enter time for an employee. In these circumstance the employee is to be notified immediately of the time entry and must confirm it
4. Employees who are late to work or depart early should record the time they actually started work or ended work. Lateness or early departure will be reflected in paychecks. Excessive tardiness may be cause for disciplinary action (refer to HR Policy 2.24 Attendance).
5. Only actual time worked is to be counted when calculating overtime. For example, illness, vacation, holidays or any other type leave will not be counted as time worked in the calculating of overtime.
6. Time records/activity reports must be completed by the employee by 10:00 a.m. every Monday and approved by the immediate supervisor by 3:00 p.m. on the same day. It is the responsibility of the employee to submit the time record/activity report on time. Failure to do so may result in not receiving a check for time worked until the next pay period.
7. It is the employee's responsibility to enter time records on a daily basis and to certify the accuracy of all time recorded. The immediate supervisor reviews and approves the time

records before they are submitted and processed for payroll. In addition, if corrections or modifications are made to the time records, both the employee and the immediate supervisor will verify the accuracy of the changes and inform payroll of any changes.

8. Any exceptions to the above procedures must be approved by the appropriate Program Director.

#### Disciplinary Suspensions

All employees (both exempt and non-exempt) are subject to unpaid suspension for a full day or more for violations of workplace conduct rules including, but not limited to, unlawful harassment, insubordination, misappropriation of property, drug or alcohol use, and violations of state or federal laws.

The Partnership will not make deductions from a salaried exempt employee's paycheck (for disciplinary suspensions or otherwise) unless such deductions are permissible under applicable law.

#### **4.4 PAY DISTRIBUTION**

Effective Date: **10/28/2021**

##### **PURPOSE/POLICY**

The Partnership is committed to maintaining appropriate control regarding the security and distribution of employee pay.

##### **PROCEDURE**

1. Direct deposit is required for all newly hired employees. Employees receive direct deposit vouchers on a bi-weekly basis. The pay period runs from 12:00 a.m. Saturday through 11:59 p.m. Friday for a two-week period. Payroll is dispersed the following Friday.
2. Payroll checks will be electronically deposited to an account at a financial institution that the employee designates. Employees are responsible for notifying the Fiscal Department of any change in bank accounts to ensure the proper direct deposit of payroll to the employee's account.
3. Employees who receive a paper paycheck should notify the Fiscal Department immediately if a paycheck is lost, stolen, or destroyed. If the check has not been negotiated, a duplicate check is issued to the employee within three to five working days, but the employee may be responsible for any stop payment charges assessed by the banking institution. Employees are responsible for keeping their mailing addresses current.
4. Employees are responsible for reviewing and verifying their payroll checks. Any concerns about discrepancies between actual and expected pay must be reported to their Supervisor and Fiscal immediately

## **4.5 WAGE AND SALARY ADMINISTRATION**

Effective Date: **10/28/2021**

### **PURPOSE / POLICY**

Being responsive to market influences with consideration for internal equity, the Partnership strives to recruit and retain highly qualified individuals. Equitable wage and salary administration not only recognizes different performance levels among employees, but also provides financial incentive for employees at all levels of the Partnership.

Job pricing is the process of matching jobs at the Partnership to that of the external market. Job groups are determined through a process of evaluating jobs based upon internal and external conditions and grouping similarly valued jobs together. The market value for jobs within a job group is used as a factor when computing the pay for the salary range structure.

The salary range structure consists of a series of overlapping salary ranges. Each salary range has a minimum, midpoint, and maximum salary amount. These ranges are normally adjusted using data from local and national range adjustment surveys.

The Partnership is committed to providing a salary range structure responsive to the external market and is internally equitable. Data will be collected and analyzed on a regular basis to determine market movement of jobs and current salary trends.

### **PROCEDURE**

1. The Human Resource Director, CEO, and Leadership Team are responsible to gather, analyze, and recommend changes to the salary range structure based on market data and salary trend information. This information will then be used for incorporation into the annual salary budgets.
2. On a regular basis, the Human Resource Director, the CEO and Leadership Team gather information regarding trends in general pay.
3. A full review of market data for the Partnership's jobs will be conducted at least once every five years. The Human Resource Director, the CEO and Leadership Team will review market data and develop a comparison of market data to current midpoints and actual salaries. Changes in salary range structure may be made based on this market review depending on many factors.
4. The Human Resource Director, CEO, and Leadership Team will also conduct a salary range analysis on an annual basis. A salary range analysis identifies where each employee falls relative to his or her current salary range. Team Leaders will be a part of these discussions if pay changes need to be made.
5. Federal Funds from the Office of Head Start cannot be used to pay any employee either directly or indirectly above the OHS published level.

## PAY ADJUSTMENTS

Pay adjustment refers to policies and procedures which support the administration of compensation within an assigned salary range and results in the delivery of actual compensation dollars. Pay adjustments change the actual compensation dollars assigned to an employee within an assigned salary range. The various types of adjustments are included in this section.

To ensure credibility and achievement of the Partnership's objectives, an effective pay adjustment system must be developed and maintained with guidelines and procedures communicated to users on a timely basis. The guidelines and procedures of the compensation system are intended to ensure that each employee will be rewarded on the basis of demonstrated performance.

### **Responsibilities**

The Human Resource Director, the CEO, and Leadership Team are responsible to:

- Monitor the day-to-day administration of salaries and compensation decisions for consistency with the compensation program's objectives.
- Maintain the compensation procedures and communicate all changes to the employees.
- Administer the program within approved guidelines.
- Resolve and coordinate pay adjustment recommendations not consistent with the Partnership's guidelines.
- Prepare timely recommendations for any type of increase guidelines.

The CEO has final approval for all salary adjustments.

### **General Guidelines**

The specific process for each type of pay adjustment is detailed in the next section, however, the following are general guidelines for all types of adjustments:

- All pay adjustment recommendations must be submitted to the Human Resource Director on a Personnel Action Form. Pay adjustment recommendations cannot be put on performance review forms.
- Pay adjustment recommendations should take into account the internal equity of the proposed salary compared to that of other employees assigned to that same job and in the same salary range.
- Employees not at work at the time of a pay adjustment (due to leave of absence, sick leave etc.), but not due to normal vacation or paid time off, will receive their pay adjustment effective on the day they return to work.

- The employee's supervisor should be notified before any type of pay adjustment is communicated to an employee.

## **Types of Pay Adjustments**

### **New Hires**

The hiring rate is normally the minimum of the salary range for entry level individuals. If an individual with prior experience is hired, the hiring rate will normally be between the minimum and 100% of the midpoint, depending on the level of experience. It is important to maintain a careful balance between the needs of the company and the desires and expectations of the job applicant.

### **Steps in Hiring Process for New Hires:**

1. The job description is reviewed and updated as needed. If the job is not in a salary range, a range is assigned by the Human Resource Director and CEO with input from the appropriate Lead Team Member. A Job Request Form should be completed and signed off on for each new position added to the Partnership position inventory.
2. Individuals are interviewed according to previous guidelines and an applicant is selected.

### **Promotion**

A promotion is the reassignment of an employee from one job classification to another job classification that is at least one range higher than the former job. A promotion is generally accompanied by an increase in pay.

Promotional increases are provided to recognize an increase in the scope and responsibility of an individual employee's job and should be given at the time the new responsibilities are assumed. Promotional increases should not be given at the same time as a merit increase. The amount of the increase should:

- Be consistent with the objectives of the Compensation Program.
- Result in a pay level that is at or above the minimum of the new salary range.
- Take into consideration the degree of increase in scope and responsibility of the new job.
- Take into consideration the employee's pay level prior to the promotion.
- Meet the hiring rate that would be paid to a new hire of equivalent qualifications.
- Consider internal equity issues.

### **Steps:**

1. The Partnership leader will recommend an individual for promotion and a recommended pay adjustment rate. The amount of the increase will be based on the following criteria:

- In a salary range change, the increase amount is generally proportionate to the same percentage to the mid-point of the new position and percentage of the salary range that the employee is currently in.
2. The Human Resource Director will review the pay adjustment recommendation and discuss with the CEO, CFO and Team Leader to ensure that no internal inequities will result and that existing budgets are adequate to absorb the increase in pay. The CEO will approve a pay adjustment.
  3. Following approval, the employee will be notified of the promotion and promotional pay increase on a timely basis.

### **Equity, Market and Administrative Adjustments**

An equity adjustment may be made to correct inequities due to internal or external conditions and may also be used to bring compensation to the minimum of the range or up to the level of other employees with the same experience, job, and performance.

An administrative adjustment is used to correct unique situations which require a change in pay which is outside the normal guidelines such as a significant increase in market pay rates.

Equity, market and administrative adjustments are considered exceptions and should be discussed with the appropriate Lead Team Member prior to the preparation of any recommendation.

#### **Steps:**

1. The Partnership leader will propose an appropriate increase and forward the recommendation to the Human Resource Director and CEO.
2. The Human Resource Director and CEO will ensure that no internal inequities will result before making adjustments.
3. The Human Resource Director, CEO and the Partnership leader will communicate any pay adjustments to employees on a timely basis.

### **Performance Incentives**

To create a method to reward employees who achieve above the expected level of their position, and to reward employees who accomplish a significant milestone, achieve an extraordinary result through their efforts, or are instrumental in writing and achieving new grants or awards, an employee may receive a one-time adjustment to their pay or a cash award (included in their pay). Anticipated incentives should be pre-determined by the Team Leader and discussed with the CFO, Human Resource Director and CEO prior to discussions with the employee or employee group. Incentives should be in writing, and include factors such as time, numerical achievement, dollars saved or gained, result driven and measurable. Copies of proposed incentives should be made available to the CEO, CFO, Human Resource Director and the employee receiving the incentive.

## **Job Reclassification**

As jobs change, there may be a need to classify them in a different salary range. In many circumstances no change in the compensation of the incumbent(s) will occur.

### **Steps:**

1. The employee or supervisor/team leader will complete a Job Request indicating the new duties and responsibilities of the job.
2. After developing a new job description, the Human Resource Director, CEO and the appropriate Program Director will determine if the new job should be placed in a different salary range.
3. If the job is placed in a different salary range, the following pay adjustments may occur:
  - If the job is classified into a higher salary range and the incumbent(s) current pay is less than the minimum of the new salary range, a pay adjustment to bring the incumbent(s) to the minimum of the new salary range may be made.

<u>Example:</u>	Current incumbent pay	\$19,480
	New <u>minimum</u> of range	\$20,825
	Pay adjustment	\$1,345

The employee would receive a pay adjustment of \$1,345 per year to bring them to the minimum of the salary range.

- If the job is classified into a lower salary range, the incumbent's pay will usually not be changed. However, if the current pay is more than the maximum of the new salary range, the incumbent will be "red-circled".
- Red-circled (an employee whose pay has exceeded the maximum pay allowed for the position) employees are not eligible for increases until their compensation is within the assigned salary range.

## **Lateral Transfer**

A lateral transfer is the reassignment of an employee from one job to another job in the same salary range, and normally does not involve a change in pay.

Lateral transfers provide employees with the opportunity to acquire new work experience and generally be exposed to a different work environment.

## **Demotion**

Demotion is the reassignment of an employee from one job to another job in a lower salary range which may result in a decrease in pay, and in the scope and responsibility of an individual employee's job.

Demotions may occur for the following reasons:

- Unsatisfactory job performance
- Employee initiated (an individual that wishes to move from a supervisory position to a non-supervisory position)
- Company initiated (reorganization, reassignments etc.). These demotions may or may not be accompanied by a decrease in pay

The amount of the decrease will be based on the following criteria:

In a one salary range change, the decrease amount is generally proportionate to the same percentage to the mid-point of the new position and percentage of the salary range that the employee is currently in.

### **Cost of Living Increase**

Cost-of-living increases will normally be determined by budgetary and funding source restrictions. Cost-of-living increases, when given, are given to coincide with funding source time periods.

Cost-of-living increases, if any, are determined annually, and may be subject to the approval of the Board of Directors. Cost-of-living increases, including retroactive COLA's, will only be paid to actively employed staff.

### **Exceptions**

In order to make the Compensation Program a more valuable management tool, exceptions which are variances from normal limits and guidelines may be considered in the Partnership's discretion.

Exceptions to this policy should be discussed with the Human Resource Director, the CEO and CFO prior to the preparation of any recommendation.

Examples of exceptions are:

- Increases or decreases over 10%
- Promotions granted before experience requirements are met or which exceed the guidelines
- Demotions for performance which do not result in a decrease in pay
- Increases for employees over the maximum of their salary range
- Hiring rates over 100% of midpoint

## **4.6 PAYROLL DEDUCTIONS**

Effective Date: **10/28/2021**

### **PURPOSE/POLICY**

The Partnership makes payroll deductions from employee earnings according to various laws and to pay for employee elected benefits where eligible. Various federal and state laws require the Partnership to make deductions for federal, state, and local income taxes and payments, as well as social security. In addition, eligible employees may voluntarily authorize deductions from their paychecks to cover contributions to the optional RSA 1 pension plan, health insurance, optional insurance coverage and Christmas Club.

### **PROCEDURE**

1. Mandatory deductions and wage attachments that are required by law are automatically made from all paychecks issued by the Partnership. These deductions may change as they are affected by changes in the amount earned, legislation, and the number of dependents declared.
2. Employees desiring to change the amount withheld for taxes may change their status and exemption through the EWS system no later than the last day of the pay period for which the employee is requesting the change to be effective.
3. Additional deductions the Partnership is authorized to make, or which are required by law (e.g., garnishments, child support), are automatically deducted and will not be stopped until proper documentation has been received.
4. Court orders, wage deduction summonses, tax levies, and other similar orders against an employee should be immediately directed/addressed to the Fiscal Department at Community Action Partnership of North Alabama, 1909 Central Parkway SW, Decatur, AL 35601.
5. The Fiscal Department will:
  - a. Notify the employee of the legal action being taken against him/her.
  - b. Provide the employee, if so requested, with a copy of the official court order or tax levy.
  - c. Inform the employee of the dates the garnishment will begin being deducted from the employee's paycheck.
6. In the event that garnishment or similar proceedings are instituted against an employee, the Partnership deducts and remits the required amount from the employee's paycheck in accordance with CCPA (Consumer Credit Protection Act) guidelines.
7. An employee may not be terminated for having a garnishment served against him/her or for filing a petition for bankruptcy.

## **4.7 TRAVEL / EXPENSE REIMBURSEMENT**

Revision/Addition Date: **08/22/2019**

### **PURPOSE/POLICY**

Employees are reimbursed for actual and necessary travel and other expenses incurred while conducting Partnership business. This policy outlines the procedures and authority for expenditures and reimbursement.

### **PROCEDURE**

1. Employees required to travel for business must obtain advance approval from their immediate supervisor.
2. The Partnership will reimburse employees per diem for reasonable meal, transportation, and incidental expenses actually incurred (with the exception of overnight stay, where actual lodging expenses and meal per diem will be reimbursed) while traveling for business purposes. Employees are expected to limit expenses to reasonable amounts and within the standard approved rates as stated by the General Services Administration.
3. The Partnership does not reimburse for personal activities while traveling or other expenses such as entertainment, dry cleaning, recreation or other personal choices that have no benefit to the company.
4. Employees whose funding source is the Alabama Department of Economic and Community Affairs (ADECA) must have prior approval before traveling out of state.
5. Employees should enter all reimbursable expenses in the expense section of the time collection software promptly. All required receipts are to be submitted to their supervisor immediately after the entry into the system. The supervisor will attach all documentation to the approved reports and promptly submit to the Fiscal Department. Reimbursable expenses will be processed during the next payroll cycle and added to the employee's net pay. In instances of advances exceeding reimbursable expenses, the amount owed by the employee will be deducted from their net pay.
6. Employees may also be required to submit a summary in writing regarding workshops and sessions attended as well as any materials purchased for the program.
7. Mileage will be reimbursed at the current Partnership rate for travel other than to and from the employee's residence and regular work site and includes:
  - a. If an employee incurs local travel from his or her residence to and from a temporary work location further than the regular work site, only the additional mileage will be reimbursed. If the mileage is less, no reimbursement will be made.

- b. Travel from the regular worksite (**base**) to a different site of official business and subsequent return to the regular work site is reimbursable for the mileage in both directions.
  - c. **Certain employees without a regular worksite (base) will not receive travel, drive time or mileage reimbursement without prior approval by the CEO or the Director of Childcare Services.**
  - d. Out of area travel (defined as travel outside the Partnership's normal sixteen county service area) will be reimbursed based on the total miles driven, either from the employee's base, or their residence, depending on which is less. Employees who leave home to travel to a work location within the Partnership area should calculate the distance traveled in exception to the normal commute distance. The excess miles traveled will be reimbursed at the standard rate. If the employee does not travel additional miles above their normal commute, no mileage will be reimbursed.
- 8. The Partnership requires all employees to provide proof of a current driver's license and proof the employee is insurable and has adequate (as defined by the Partnership) liability and comprehensive insurance before driving any vehicle on Partnership business.
  - 9. An employee who is involved in an accident while traveling on business must promptly report the incident to the Human Resource Director and Property Manager. Vehicles owned by the Partnership, leased, or rented while traveling on business for the Partnership may not be used for personal use.
  - 10. Employees driving in any vehicle on Partnership time are expected to observe area traffic laws, wear seatbelts, and refrain from texting or emailing. The use of hands free or Bluetooth type devices are to be used when talking on cell phones while driving. The Partnership does not reimburse employees for tickets, fines, bail, bonds etc., incurred by the employee.
  - 11. Prior approval must be obtained from the CEO before expensing any items not listed here.
  - 12. The Partnership will use current General Services Administration (GSA) per diem rates for the area traveled to. Lodging is reimbursed at the actual rate incurred.

## SECTION 5

### **EMPLOYEE CONDUCT**

#### **5.1 SAFETY**

Effective Date: **10/28/2021**

#### PURPOSE/POLICY

To provide employees with a safe place to work, the Partnership provides a safe environment in accordance with the Occupational Safety and Health Administration (OSHA) and other applicable federal and state laws and regulations.

#### PROCEDURE

1. The Human Resource Director and External Property Manager will establish and communicate all safety policies and procedures including, but not limited to:
  - a. Inspecting work areas.
  - b. Training employees in health and safety matters, and ensuring that all staff and volunteers can demonstrate safety practices.
  - c. Maintaining safe practices in work areas.
  - d. Unsafe conditions and eliminating any identified hazards present.
  - e. Investigating all accidents immediately.
  - f. Training on OSHA required Exposure Control Plan.
2. All safety and/or health-related inspections, accidents, or incidents are reported to their immediate supervisor, Human Resource Director and the Fiscal Department immediately.
3. Each employee, as a condition of continuing employment, is required to work safely, to observe all safety rules and regulations, to wear required safety equipment, and to perform his/her job in a manner to avoid accidents and injury to others.
4. Each location will post evacuation plans and each employee will be given access to the Partnership's online safety manual.
5. The Fiscal Department completes, submits, and maintains records and reports in accordance with established OSHA and the Department of Labor requirements including:
  - a. A log of all recordable occupational injuries.
  - b. Information and services with the insurance carrier.
6. Designated Employees will maintain readily available, well-supplied first aid kits appropriate for the ages served. The first aid kits are maintained at each location and available on outings away from the site. Each kit is accessible to staff members at all times and is kept out of the reach of children.

## **5.2 HYGIENE**

Effective Date: **10/28/2021**

### **PURPOSE/POLICY**

The Partnership promotes a safe and clean environment, including hygiene. Personal hygiene and good grooming are expected at all times. All staff and volunteers are required to follow the hygiene procedures specified below which includes sanitation and safety.

### **PROCEDURE**

Hand Washing reduces the amount of contamination transferred from person to person and to food products.

1. Employees, volunteers, and children must wash their hands with soap and running water:
  - a. After diapering or toilet use.
  - b. Before food preparation, handling, consumption, or any other food-related activity (e.g., setting the table).
  - c. Whenever hands are contaminated with blood or other bodily fluids.
  - d. After handling pets or other animals.
  - e. Before and after giving medications.
  - f. Before and after treating or bandaging a wound.
  - g. After assisting a child with toilet use.
  - h. After blowing nose, coughing, sneezing.
  - i. After picking up products from the floor.
  - j. Any time your hands become contaminated (touching dirty areas, trash cans, etc.)
2. Nonporous (e.g., latex or similar) gloves must be worn by employees and volunteers when they are in contact with spills of blood or other visibly bloody bodily fluids.
3. Spills of bodily fluids (e.g., urine, feces, blood, saliva, nasal discharge, eye discharge, or any fluid discharge) must be cleaned and disinfected immediately in keeping with professionally established guidelines (e.g., standards of the Occupational Safety Health Administration, U.S. Department of Labor). Any tools and equipment used to clean spills of bodily fluids must be cleaned and disinfected immediately. Other blood-contaminated materials must be disposed of in a plastic bag with a secure tie.
4. Employees and volunteers must follow and conduct all sanitation and hygiene procedures for diapering to ensure the adequate protection of the health and safety of children and clients.
5. Potty chairs that are utilized in a center-based program must be emptied into the toilet and cleaned and disinfected after each use.
6. Cribs and cots must be at least three (3) feet apart to avoid spreading contagious illness and to allow for easy access to each child.
7. The use of hand sanitizer does not replace proper hand washing.
8. Staff who handle or prepare food should be SafeServ certified and should follow all Health Department guidelines.

### **5.3 DRESS POLICY AND APPEARANCE**

Effective Date: **10/28/2021**

#### **PURPOSE/POLICY**

Partnership employees are required to present a positive image to the public and clients. Accordingly, each employee is required to wear appropriate attire for the work being performed. Appropriate dress is defined below, although job and work location should be taken into account as well.

#### **PROCEDURE**

1. At all times appearance is neat, clean, and professional. Employees with community and client contact are expected to wear appropriate attire.
2. Supervisors are responsible for monitoring the dress policy.
3. Business casual dress includes items such as:
  - a. Blazers sport coats
  - b. Casual dresses (appropriate cut and length for the Partnership environment)
  - c. Skirts (appropriate cut and length for the business environment)
  - d. Shirts (oxford, polo, blouses, button-down, turtleneck)
  - e. Sweaters
  - f. Pants/Jeans
  - g. Loafers, dress shoes, flats, sandals, flip flops in certain situations (with approval)
4. Dress which is not acceptable includes items such as:
  - a. Uncovered form fitting stretch clothing (spandex, lycra etc.)
  - b. Sweat pants/sweat suits/jogging suits/warm-up suits
  - c. Tank tops/halter tops/low-cut tops/cropped tops/shorts
  - d. T-shirts/sweatshirts with inappropriate wording/images
  - e. Sweatbands/bandannas
5. Clothing that contains extensive and/or offensive graphics or messages are not permitted in the workplace or outside the workplace while conducting business.
6. Employees working in specific situations (classroom, maintenance, kitchen staff) must wear closed toe and closed heel shoes with heels less than three (3) inches.
7. Visible body piercing, other than pierced ears, is not acceptable.
8. To reduce the potential of an accident or on the job injury no long, dangling earrings or heavy, bulky jewelry should be worn.
9. Visible tattoos that are offensive or vulgar must be covered at all times while at work.
10. Long fingernails (longer than ¼ inch from the tip of the finger), and loose, flowing garments that can be caught or pulled are prohibited.

11. Employees should be aware that wearing cologne, perfume or other fragrances may be a workplace issue since some co-workers or children may be sensitive or allergic, which could limit performance or productivity. In those cases, employees should refrain from wearing those fragrances.
12. If an employee/volunteer is inappropriately dressed or groomed, he/she is instructed to go home, make necessary changes, and to return to work in a reasonable amount of time. If the employee is non-exempt, this time will not be compensated. Any questions regarding what is or is not appropriate attire at the Partnership should be directed to the Human Resource Director.
13. Employees seeking a reasonable accommodation from this policy or any other policy for religious purposes or disability should contact the Human Resource Director.

## **5.4 GENERAL HOUSEKEEPING**

Effective Date: **10/28/2021**

### **PURPOSE/POLICY**

The Partnership promotes a neat, clean, and orderly work area that contributes to efficiency and creates a good impression for those served.

### **PROCEDURE**

1. Beverages should be kept in covered containers to avoid accidental spills that may damage office equipment or other work materials.
2. Empty soda cans, coffee cups, and food containers should be placed in garbage cans (after emptying liquids) for health and safety purposes, to reduce leaking from garbage cans, and to keep from attracting insects.
3. Personal items brought into the work area should not overwhelm employees' desks or otherwise create a work hazard.
4. Space heaters and other electrical equipment must be pre-approved prior to use to prevent work place hazards.
5. Music and sound devices should only be utilized in a non-disruptive manner to those around you including other employees and those served. Headphones are permitted with prior approval from the supervisor.

## **5.5 SECURITY / INSPECTION**

Effective Date: **10/28/2021**

### **PURPOSE/POLICY**

The Partnership has the right to use and inspect all equipment and property located on Partnership property.

### **PROCEDURE**

1. Operations often require others to have access to work areas, desks, files, or computers. There is **no** guarantee or expectation of privacy. Authorized individuals may have access to retrieve information on voicemail and e-mail.
2. All equipment and property are for business purposes. The CEO or designee has the right to access and inspect them.
3. Security concerns or concerns regarding violation of Partnership policies, including but not limited to its substance policies, may warrant inspection of a facility and any personal property on the premises, including vehicles, purses, backpacks, lunch containers, and other items.
4. Passwords are confidential and should not be shared with others.

## **5.6 WORKPLACE ACTIVITY MONITORING**

Effective Date: **10/28/2021**

### **PURPOSE/POLICY**

The Partnership maintains the right to conduct workplace monitoring for the purposes of quality control, employee safety, security, and the satisfaction of those serviced by the Partnership. The Partnership is sensitive to the legitimate privacy rights of staff, volunteers, and those served. Every effort will be made to conduct workplace monitoring in an ethical and respectful manner.

### **PROCEDURE**

1. Employees who regularly communicate with those served by the Partnership may have their workplace, or company assigned telephone conversations, email or other communication monitored or recorded. Telephone monitoring is used to identify positive interactions and to collect and correct performance problems through targeted training.
2. The Partnership will conduct video surveillance of workplace areas to protect our employees, our clients and our property. Video monitoring is used to protect staff against allegations such as child abuse and/or theft of property, damage to our property, identify safety concerns and improve performance. Video monitoring is also used to discourage or prevent acts of harassment and workplace violence. By working for the Partnership employees consent and agree to such monitoring.
3. Employees can request access to information gathered through workplace monitoring that may impact employment decisions. Access will be granted unless there is a legitimate business reason to protect confidentiality or an ongoing investigation.
4. Computers and all telephones of the company are primarily for company use and can be monitored at any time. Each employee is encouraged to be responsible and prudent in the frequency and type of use of company technology. Incidental, infrequent personal use is permissible, but this privilege should not be abused. Employees who use a Partnership issued computer or mobile phone to stream or download applications, or make excessive long distance calls may be required to refund the expense.
5. Employees should have no expectation of privacy when using company equipment including phones and computers.

## **5.7 SAFE ENVIRONMENT / WORKPLACE VIOLENCE**

Effective Date: **10/28/2021**

### **PURPOSE/POLICY**

To maintain a safe work environment and prevent workplace violence, the Partnership does not tolerate acts of workplace violence committed by or against employees and/or all persons involved in the Partnership's operation. Employees are prohibited from making threats or engaging in violent acts.

### **PROCEDURE**

1. All employees, volunteers, and community members should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, horseplay, or other conduct that may alarm or be dangerous to others.
2. All threats of violence, or violent acts, whether direct or indirect, should be reported immediately to the Human Resource Director. This includes threats or stalking by employees, clients, community members, vendors, solicitors, or other members of the public. Supervisors and/or the Human Resource Director should attempt to obtain the most specific and detailed information as possible from the affected individual.
3. The Human Resource Director and the CEO determines whether threats of physical violence will be reported to Law Enforcement. Employees may also self-report any threats to law enforcement.
4. All suspicious individuals or activities should be reported as soon as possible to a supervisor.
5. As an employee be aware that conduct and language that threatens, intimidates, or coerces another employee, parent, child, or member of the public at any time (even during non-work hours) could reflect poorly on the Partnership.
6. The Partnership thoroughly and promptly investigates all reports of threats of violence, actual violence, or suspicious individuals and activities.
7. Anyone determined to be responsible for threats of or actual violence or other conduct that is in violation of these guidelines is subject to prompt disciplinary actions up to and including suspension/termination and/or legal action as appropriate.
8. The Partnership thoroughly and promptly investigates disputes or differences among employees. These are brought to the attention of the Human Resource Director before the situation escalates into potential violence. The Partnership is eager to assist in the resolution of employee disputes and does not discipline employees for raising such concerns.
9. Dangerous or hazardous devices or substances are prohibited on the premises. Firearms are prohibited except where expressly permitted by law.

## **5.8 WEAPONS**

Effective Date: **10/28/2021**

### **PURPOSE/POLICY**

To prevent violence and to maintain a safe work environment the Partnership prohibits firearms and weapons on its property except where expressly permitted by law including Alabama Code Section 13A-11-90. Some work locations are also considered school zones such that possession of weapons or certain substances may carry heightened criminal penalties.

This policy does not apply to authorized security or law enforcement personnel.

### **PROCEDURE**

1. Any individuals in violation of this policy will be subject to disciplinary action, up to and including suspension/termination and/or legal action as appropriate.
2. All employees are encouraged to report incidents of threats or acts of physical violence of which they are aware. If there is an immediate threat and danger, law enforcement should be contacted. Then the immediate supervisor and Human Resources should be notified.

## **5.9 SMOKING / TOBACCO USAGE**

Effective Date: **10/28/2021**

### **PURPOSE/POLICY**

All Partnership programs and services will be conducted in a tobacco-free environment in order to promote wellness and maintain a safe, healthy, and efficient work environment. The term "tobacco-free" refers to all forms of tobacco products, consumed by smoking or non-smoking means, such as cigarettes, cigars, pipes, e-cigarettes, vapor devices, snuff, chewing tobacco, Juul, etc. This policy applies to all persons in the Partnership's facilities.

### **PROCEDURE**

1. No one may use tobacco anywhere on the Partnership's premises or facilities at any time. There are no designated smoking or tobacco use areas.
2. Employees who want to use tobacco during work hours must leave the premises (building and property) during designated unpaid meal periods. Employees will not be given additional breaks to use tobacco.
3. Supervisors are responsible for overseeing compliance with this policy.
4. Complaints for violation of this policy should be submitted to the Human Resource Director.
5. Any employees in violation of this policy are subject to disciplinary action, up to and including suspension/termination.

## **5.10 DRUG AND ALCOHOL USE**

Effective Date: **10/28/2021**

### **PURPOSE/POLICY**

The Partnership ensures the health and safety of others in accordance with the Drug Free Workplace Act of 1988. Accordingly, the unlawful manufacture, distribution, dispensing, possession, use, and being under the influence of a controlled substance (which could include prescription drugs), including cannabis and alcohol, is prohibited on Partnership premises.

Any employee in violation of this policy are subject to disciplinary action, up to and including suspension/termination and/or legal action as appropriate.

### **PROCEDURE**

1. Employees are required to notify the Human Resource Director of any arrest or criminal conviction under a drug or alcohol statute for a violation no later than five days after such arrest or conviction. Daycare Licensing will also be notified immediately when required by program guidance.
2. The Partnership maintains a drug and alcohol free environment by informing employees about:
  - a. The consequences of drug abuse in the workplace.
  - b. The Partnership's policy of maintaining a drug-free workplace.
  - c. Availability of drug counseling, rehabilitation, and Employee Assistance Program (EAP).
3. Employees who are dependent on the use of controlled substances are encouraged to seek professional advice and assistance. One source of assistance may be a drug rehabilitation program acquired through the health insurance provider or an Employee Assistance Program. If job performance is adversely affected by the use of a controlled substance, an employee may be instructed to seek help from their health provider. Participation in the rehabilitation program is confidential and is encouraged by the Partnership however; it does not preclude performance related normal disciplinary action or relieve an employee of responsibility for performing assigned duties.
4. An employee who is dependent on drug or alcohol that has not resulted in, and is not the immediate subject of disciplinary action may request approval to take unpaid time off to participate in a rehabilitation or treatment program under the Partnership's health insurance benefit coverage or another legitimately recognized rehabilitation program. Leave may be granted if the employee agrees to abstain from use of the substance; abides by all policies, rules, and prohibitions relating to conduct in the workplace; and such leave will not cause the Partnership undue hardship.
5. The legal use of controlled substances prescribed by a licensed medical physician is permitted and will not be considered a violation of this policy as long as it does not impair the employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger co-workers or clients involved at the Partnership.

6. The Partnership has the right to require blood and/or urine samples through a licensed provider in any of the following situations:
  - a. All candidates for employment may be required to be tested, submit blood and/or urine samples as a post-offer condition of employment. In the event that the drug test is confirmed positive, the employment offer is immediately rescinded.
  - b. Each prospective employee is informed of the drug and alcohol free workplace policy at the time of the interview and again at the time of the employment offer.
  - c. A current employee involved in any accident involving injury or Partnership property damage at the work site or while on duty.
  - d. The Partnership has reasonable suspicion that an employee's behavior is being influenced by one or more illegal drugs, alcohol, or misuse of a controlled substance.
  - e. On an unannounced random basis.
7. Employees refusing to submit to a test or testing positive for drugs or alcohol is subject to disciplinary action up to and including suspension/termination. The Partnership determines, on a case-by-case basis, whether first-time offenders are allowed to seek counseling/rehabilitation as an alternative to suspension/termination.
8. Any employee testing positive has the right to appeal the results and have the original sample retested, or to submit to a follow up test, at his/her own expense. If the test again indicates a positive result, the Partnership may take disciplinary action up to and including immediate suspension/termination.
9. Any unauthorized use or distribution of a child's or employee's medication will be subject to disciplinary action up to and including termination. Unauthorized use of distribution of medication may also be subject to legal ramifications.

## **5.11 FIRE AND SAFETY PREVENTION**

Effective Date: **10/28/2021**

### **PURPOSE/POLICY**

The Partnership maintains a safe environment through fire prevention and communicating appropriate procedures for all persons to follow in case a fire should occur within the Partnership's buildings. See the Partnership's on-line Safety Manual.

### **PROCEDURES**

#### **Fire Prevention:**

1. Know the location of the nearest fire extinguishers and ensure they are kept accessible at all times.
2. Notify supervisors if an extinguisher is used or if the seal is broken. Extinguishers rated A, B, or C can be used for paper, wood, or electrical fires.
3. All flammable liquids must be stored in approved and appropriately labeled safety cans and not exposed to any ignition source.

#### **In Case of Fire:**

1. If the fire is small and contained, locate the nearest fire extinguisher. This should only be attempted by employees who are knowledgeable in the correct use of fire extinguishers.
2. Dial 911 or the local fire department if necessary.
3. If possible, immediately contact the Property Manager External and the CFO. Evacuate all people from the area. Assist clients and vulnerable people to evacuate.
4. If the fire is out of control, leave the area immediately. No attempt should be made to fight the fire.
5. Proceed in an orderly fashion to a predetermined location near the building. Be present and accounted for during roll call and assist in accounting for others.
6. When the fire department arrives, direct the crew to the fire. Do not re-enter the building until directed to do so by the fire department.

#### **Emergency Evacuation:**

1. Stop all work immediately.
2. Contact outside emergency response agencies, if needed.
3. Shut off all electrical equipment and machines, if possible.
4. Assist clients and vulnerable persons in the area to evacuate.

5. Walk to the nearest exit, including emergency exit doors.
6. Exit quickly, but do not run. Do not stop for personal belongings.
7. Proceed in an orderly fashion to a parking lot near the building. Be present and accounted for during roll call.
8. Do not re-enter the building until instructed to do so.

## **5.12 EMERGENCY PREPAREDNESS**

Effective Date: **10/28/2021**

### **PURPOSE/POLICY**

The Partnership will follow the Crisis Communications Plan and Emergency Management Plans in preparation for and during the occurrence of an unexpected, extraordinary, or emergency event that effects the organizations operations and safety. The Crisis Communications Plan and the Emergency Management Plans are therefore made and considered integral documents to be utilized in conjunction with our Human Resources Policies and Procedures Manual for these types of events.

## **5.13 ELECTRONIC MEDIA USE**

Effective Date: **10/28/2021**

### **PURPOSE/POLICY**

All staff may be given the opportunity to utilize Partnership owned property in the course of their daily job. Staff is responsible for seeing that property is used properly and in accordance with the approved policy. Employee questions concerning the policy should be directed to their immediate supervisor.

The purpose of this policy is to identify guidelines for the use of the Partnership technologies and communications systems. This policy establishes a minimum standard that must be upheld and enforced by users of the Partnership's technologies and communications systems.

The term "user" as used in these policies refers to employees (whether full-time, part-time or temporary), independent contractors, consultants, volunteers and any other user having authorized access to, and using any of, the Partnership's computers or electronic communications resources.

Computer and electronic communications resources include, but are not limited to host computers, file servers, stand-alone computers, laptops, PDAs, printers, fax machines, phones, cell phones, online services, email systems, bulletin board systems, and all software that is owned, licensed or operated by the Partnership.

### **PROCEDURE**

#### **Acceptable Use**

1. Use of the Partnership's computers and electronic communications technologies is for program and business activities of the Partnership. These resources shall be used in an honest, ethical, and legal manner that conforms to applicable license agreements, contracts, and policies regarding their intended use. Although incidental and occasional personal use of the Partnership's communications systems is permitted, users automatically waive any rights to privacy.
2. In addition, the information, ideas, concepts and knowledge described, documented or contained in the Partnership's electronic systems are the intellectual property of the Partnership. The copying or use of the Partnership's intellectual property for personal use or benefit during or after employment (or period of contract) with the Partnership is prohibited unless approved in advance by the CEO.
3. All hardware (laptops, computers, monitors, mice, keyboards, PDAs, printers, tablets, telephones, cell phones, fax machines, etc.) issued by the Partnership is the property of the Partnership and should be treated as such. Users may not physically alter or attempt repairs on any hardware at any time. Users must report any problems with hardware to the Information & Technology Staff.

## **Password Security**

1. Users are responsible for safeguarding their login passwords. Passwords may not be shared, printed, or stored online. Users should not leave their computers unattended for an extended period without logging off. If a user suspects that the secrecy of their password has been compromised they should report this to the Information & Technology Staff immediately and initiate a password change request.
2. Passwords should contain at least seven characters and be complex. They should not be a dictionary word, your son or daughters name etc. Passwords should be made up of a combination of the following: letters, numbers, special characters, upper and lower case characters.

## **Confidentiality**

All information about individuals, families or organizations served by the Partnership is confidential. No information may be shared with any person or organization outside the Partnership without the prior written approval of the individual, family or organization and the CEO.

## **Anti-Virus Controls**

1. The Partnership maintains current anti-virus controls on its computer systems. This includes servers and personal computers. The system will automatically download and distribute virus signature updates to all systems. The IT staff monitor the anti-virus software. Weekly file system scans of all systems are conducted automatically.
2. Users are prohibited from disabling or altering the configuration of the anti-virus software. Users are also required to report any suspicious activity on their computers to the IT Staff. This activity includes, but is not limited to: cursor or mouse moving on its own, hard drive thrashing without user input, uncharacteristically slow performance, a change in behavior of the system, etc.

## **Disposal of Computer Equipment**

The Partnership will run “file-shredding” software on all electronic media, including computer hard drives, prior to disposing of computer equipment. This software should perform low level formatting or use a “wipe” utility. The software overwrites all areas of the computer’s hard drive in a manner that makes it impossible for subsequent users to retrieve any of the data on the hard drive. This procedure shall be performed by the Partnership’s IT Staff.

## Copyrighted Information

Use of the Partnership electronic communication systems to copy, modify, or transmit documents, software, information or other materials protected by copyright, trademark, patent or trade secrecy laws, without obtaining prior written permission from the owner of such rights in such materials, is prohibited.

## Social Media

1. Social networking through the Internet and other electronic media tools are integrated into daily life. The use of Facebook, Twitter and other media formats are commonplace. Guidance concerning the use of these tools begins with common sense and performance. If the use of these tools interferes with an employee's ability to perform their job, then caution should be used. In addition, if a post by the employee shares restricted information or makes false statements about an employee or the Partnership, or the clients of our services, the employee has crossed the line. Great care, prudence, maturity and common sense should be shown by all who may use these tools.
2. Employees should understand that infrequent and brief use of these tools is permissible during work hours but employees should refrain from regularly checking their account, engaging in electronic conversations or keeping their media site open during work hours.
3. If you identify yourself as an employee of the Partnership you have linked our agency to your site. Any post from that point on could be seen as a reference concerning our company and our staff. It is permissible to link to an official social media site managed by the Partnership.
4. Employees should never post false or defamatory references to staff, or in any way misrepresent the mission or vision of the Partnership. Certainly, no reference to clients is ever permitted on posts by an employee.
5. Confidential information concerning staff, clients, vendors or volunteers of the Partnership must be protected.
6. Disclaimers may be used by an employee to ensure that the Partnership has not authorized the post. If you reference the Partnership, you must include a statement on your site that the views and comments of your site in no way reflect the views and positions of the Community Action Partnership of North Alabama, Inc.
7. No employee may post 'official' business of the Partnership using social media on a personal social media page or channel.
8. Do not use the Partnership Brand/image unless cleared by the CEO.
9. Do not use photos of staff or clients/children unless permission is obtained.
10. Because of the possible link to our company, Employees are to refrain from posts that refer to substance abuse, profanity, off color jokes, sexual humor, alcohol use, or other actions that would not be permitted in the workplace.
11. Violations of any part of this policy could result in suspension or termination. Nothing in this policy or this handbook in general should be construed to limit or impair employee's rights under Section 7 of the National Labor Relations Act or prohibit concerted, protected activity.

## Social Media – Corporate Use

1. All official social media accounts that represent the agency are to be created and managed through the Communications and Marketing department by staff on the Communications and Marketing team.
2. All agency social media accounts are to prominently display an official corporate brand for ease of recognition as an official Partnership account.

- a. Facebook pages are to use an official agency brand as the profile photo for the account, which may be the original corporate brand or the updated social media brand.
3. Only the CEO, Human Resource Director, Communications and Marketing staff or an authorized designee may post 'official' business of the Partnership using social media.
4. Staff with authorized page roles are permitted to independently set up private Groups on official agency site pages for purposes including, but not limited to, maintaining communication with families, virtual instruction, and sharing site-relevant information.
5. Staff with authorized page roles agree to the platform Terms of Use when engaging in any activity involving an agency social media account.
6. Communications and Marketing staff reserve the right to monitor page activity including but not limited to post content and messaging.
7. Communications and Marketing staff reserve the right to deactivate (either temporarily or permanently) any account that is found to be in violation of platform Terms of Use or agency Policies and Procedures as related to Social Media – Corporate Use, with the approval of the CEO.
8. Only current Partnership staff with a direct connection to a specific site are permitted to have a page role for any agency social media account.
9. All privacy designations are to be observed for any photos posted to agency social media accounts.
10. Staff are prohibited from posting private and/or protected client or staff information on agency social media accounts.

Procedures for the creation and management of social media subpages from the agency parent account:

- a. A written request must be made to the Director of Communications and Marketing using the Communication Project form.
- b. Communications staff will follow up the request by verifying the reason for the request, the lack of an existing account for the area, and the staff who will manage the account.
- c. Communications staff will provide social media account managers (e.g. administrators and editors) guidelines and other support materials for best practices using corporate social media accounts.
- d. Social media account managers (e.g. administrators and editors) are responsible for establishing private groups to support the needs of their local families virtually by following platform instructions.
- e. Social media account managers are to notify Communications and Marketing staff when any staff member with a social media page role transfers out of the page's respective area, voluntarily leaves the agency or is terminated.

## **Download/Installation of Software**

1. The installation of new software without the prior approval of the IT Staff is prohibited. If an employee desires to install any new programs, written permission should first be obtained. Software should not be downloaded from the Internet. This is a common mechanism for the introduction of computer viruses. If Internet-based software is needed, the IT Staff should be contacted to perform the download and testing of the application prior to installation.

## **Other Prohibited Uses**

Other prohibited uses of the Partnership's communications systems include, but are not limited to:

1. Engaging in any communication that is discriminatory, defamatory, pornographic, obscene, racist, and sexist or that evidences religious bias, or bias against any protected characteristic or category.
2. Browsing, downloading, forwarding and/or printing pornographic, profane, discriminatory, threatening or otherwise offensive material from any source including, but not limited to, the Internet.
3. Engaging in any communication that is in violation of Federal, state or local laws.
4. Proselytizing or promoting religious beliefs or tenets.
5. Campaigning for or against any candidate for political office or any ballot proposal or issue.
6. Sending, forwarding, redistributing or replying to "chain letters."
7. Using unauthorized passwords to gain access to another user's information or communications on the Partnership's systems or elsewhere.
8. Advertising, solicitation or other commercial, non-programmatic use.
9. Knowingly introducing a computer virus into the communications systems or otherwise knowingly causing damage to the systems.
10. Using the systems in a manner that interferes with normal business functions in any way, including but not limited to, streaming audio from the Internet during business hours, stock tickers, Internet gaming, installing unauthorized software etc.
11. Excessive personal use of technologies that preempts any business activity or interferes with organizational productivity.
13. Sending email messages under an assumed name or obscuring the origin of an email message sent or received.

14. Using company technology to support a business or company other than the Partnership.

### **Disciplinary Action for Violations**

The Partnership requires all users to adhere to this policy. Violations of this policy will result in disciplinary action, which could include termination of employment or cancellation of contracts.

### **Reporting of Suspected Violations**

Suspected violations of these policies should be immediately and confidentially reported to your immediate supervisor. If you prefer not to discuss it with your supervisor, you may contact the CEO or any member of the Leadership Team.

### **No Expectation of Privacy**

The Partnership reserves the right to monitor employee use of the Internet and electronic communications systems, and to act on any violations of these policies. The Partnership further reserves the right to examine any electronic communications sent or received by employees via the Partnership's electronic communications systems.

## **5.14 USE OF VEHICLES AND FACILITIES**

Effective Date: **10/28/2021**

### **PURPOSE/POLICY**

The Partnership has a significant number of vehicles and facilities for carrying out the Mission of the company. Those assets must be properly cared for and properly used. Vehicles, offices, common areas and meeting space are for business purposes. Any exception to the use of these assets must have prior approval and follow the guidance within this policy.

### **PROCEDURE**

#### **Partnership Vehicle Use**

1. Partnership vehicles may only be used to provide transportation for specific functions.
2. Employees must hold a valid driver's license to operate a Partnership vehicle.
3. Employees may not smoke, or use tobacco or vapor products of any kind while using Partnership vehicles.
4. Employees should ensure vehicles are returned to the fleet in good working order and clean.
5. If an employee is involved in an accident while operating a Partnership vehicle they should notify proper law enforcement officials (giving location, advising of injuries, road blockage etc.). The Property Manager and Human Resource Director should be notified and will subsequently inform the program supervisor.
6. In the event of a breakdown, the employee should notify the Property Manager-Fleet promptly. Partnership vehicles must not be abandoned.
7. All employees using fleet vehicles are expected to operate the vehicle safely and obey all traffic laws and regulations.
8. More specific guidance concerning vehicle use is available through the Fleet/Internal Property Manager.
9. Family members are not allowed to drive Partnership vehicles.

#### **Partnership Facility Use**

1. All Partnership owned and/or leased facilities are for business use only. Facilities shall only be used to support the mission and goals of the Partnership.
2. Employees should only enter Partnership facilities during their normal scheduled work hours. If an employee has a need that would require the entry of any facilities at any time other than their regular work hours, they should not do so without first

notifying their immediate supervisor to obtain approval. Entering Partnership facilities during any other hours may be considered additional work hours and therefore be subject to Federal Wage and Hour regulations.

3. Employees shall not give keys and/or passwords to security systems to any individual without permission.
4. If Partnership facilities are used (only with permission) by other organizations, a Partnership employee is to be present at all times.

## **5.15 USE OF OFFICE EQUIPMENT, MAIL, AND SUPPLIES**

Effective Date: **10/28/2021**

### **PURPOSE/POLICY**

The Partnership telephone and mail facilities are available during working hours for effective communication with the Partnership's service recipients and business associates. The Partnership's mail system and supplies are not for personal use.

### **PROCEDURE**

1. Use of the Partnership's telephone lines should be confined to business calls. Incoming and outgoing personal telephone calls should be limited to those that are necessary and should be as brief as possible.
2. Office supplies are not for personal use. Partnership stationery may not be used for personal correspondence since any communication sent out on Partnership stationery is considered official communication.
3. In specific Partnership locations personal cell phones may not be used during work hours without permission of the employee's supervisor and then for the purpose of emergency communication only. Each location has a land line phone where an employee can be reached for emergencies.
4. During training sessions, meetings or conferences all cell phones should be turned off, placed on silent or vibrate.

## **5.16 SOLICITATION**

Effective Date: **10/28/2021**

### **PURPOSE/POLICY**

The Partnership prohibits the solicitation of products and services during work time by both employees and non-employees.

### **PROCEDURE**

1. Solicitation includes, but is not limited to, asking employees for funds or contributions, offering goods for sale, asking employees to sign a petition, requesting employees to join a group, or otherwise requesting employees' support or commitment with respect to causes, groups, or interests.
2. During regular work hours, employees are prohibited from soliciting or distributing literature for any purpose. Regular working hours refers to any portion of the workday in which an employee is expected to be performing job duties. Regular work hours do not include such times as lunch, break time or before and/or after work.
3. An employee who is not working may not solicit, or distribute literature to an employee who is working.
4. In some locations a central place may be made available for staff who may want to sell home made goods or products used to generate funds for school or athletic groups.

## **5.17 PARTNERSHIP BULLETIN BOARDS**

Effective Date: **10/28/2021**

### **PURPOSE/POLICY**

Only authorized Partnership hard copy and electronic bulletin boards may be displayed. Bulletin boards are placed in key locations to be used to communicate required employment information to employees.

### **PROCEDURE**

1. Information on those boards must be approved in advance by the Human Resource Director.
2. The Human Resource Director or an on-site designee is responsible for authorizing and maintaining communication posted on display boards.
3. The Human Resource Director or an on-site designee must approve and supervise the posting of all materials on authorized boards. Postings will be limited to matters of the Partnership.

## **5.18 STANDARDS OF CONDUCT**

Effective Date: **10/28/2021**

### **PURPOSE/POLICY**

The Partnership expects all persons involved in the organization (staff, consultants, contractors and volunteers) to act in a professional and responsible way at all times. This means all people are to be treated with respect, courtesy and dignity at all times. Some of the more obvious unacceptable activities are noted below; however, this list is not all-inclusive and other inappropriate conduct may result in disciplinary action.

### **PROCEDURE**

1. All persons involved in the Partnership must abide by these standards of conduct.
2. Contact the Human Resource Director with any questions concerning any standard of conduct or the unacceptable activities listed.

### **Unacceptable Activities**

Unacceptable activities include, but are not limited to, the following:

1. Violation of any Partnership rule or policy. Any action that the Partnership deems detrimental to its efforts to meet its vision, mission, and values.
2. Negligence or any careless action that endangers the life or safety of another person.
3. Treating any person with disrespect or discourtesy.
4. Being under the influence of a controlled substance or alcohol while at work. Use, possession, or sale of a controlled substance in any quantity while on Partnership premises, except medications prescribed for the employee by a physician which do not result in the employee becoming a substantial threat of harm to herself or others at work.
5. Unauthorized possession of firearms, weapons, or explosives in the workplace or while on duty.
6. Engaging in criminal conduct or acts of violence, or making threats of violence toward anyone on the Partnership premises or when representing the Partnership. Disorderly conduct, fighting, or provoking a fight on Partnership property.
7. Insubordination or refusing to obey instructions issued by a supervisor pertaining to job responsibilities and performance.
8. Threatening, intimidating, or coercing fellow employees at any time, for any purpose.
9. Engaging in an act of sabotage, negligently causing the destruction or damage of Partnership property, or the property of all persons involved in the Partnership in any manner.
10. Theft or unauthorized possession of Partnership property or the property of fellow employees. Removal of any Partnership property, including documents, from the

premises without prior permission from management. Unauthorized use of Partnership equipment or property for personal reasons. Using Partnership equipment for profit or as a favor for friends and family.

11. Dishonesty, falsification, misrepresentation, or material omission on your application for employment or other work records. Lying about medical or personal leave. Falsifying reason for a leave of absence or other data requested by the Partnership. Alteration of Partnership records or other Partnership documents. Falsifying time records by over or under reporting time worked.
12. Violating confidentiality policy concerning information about clients, families and other staff members; giving confidential or proprietary information of the Partnership to competitors or other organizations or individuals or to unauthorized Partnership employees; working for a competing business while a Partnership employee; breach of confidentiality of personnel information.
13. Unsatisfactory or careless work.
14. Retaliating against an employee because they have made a good faith complaint of discrimination or harassment.
15. Any act of harassment in violation of Partnership policies.
16. Leaving work before the end of the workday without approval, or not being ready to work at the start of a workday.
17. Sleeping or loitering during working hours.
18. Excessive use of Partnership telephone system and Internet, and/or time spent on personal calls or web browsing, or non-work use of the Internet.
19. Creating or contributing to unsanitary conditions.
20. Failure to report an absence or late arrival; excessive absence or lateness.
21. Obscene or abusive language toward any person; any disorderly/antagonistic conduct on Partnership premises.
22. Failure to immediately report damage to, or an accident involving, Partnership equipment.
23. Leaving the premises during working hours without the supervisor's knowledge or permission.
24. Failure to refrain from stereotyping on the basis of any protected characteristic or category.
25. Using corporal punishment on a child.
26. Using isolation to discipline a child.
27. Binding or tying a child to restrict movement or taping a child's mouth.

28. Using or withholding food as a punishment or reward.
29. Using toilet learning/training that punishes, demeans or humiliates a child.
30. Using any form of emotional abuse, including public or private humiliation, rejecting, terrorizing, extended ignoring or corrupting a child.
31. Physically abusing a child.
32. Using any form of verbal abuse, including profane, sarcastic language, threats, or derogatory remarks about the child or the child's family.
33. Using physical activity or outdoor time as a punishment or reward.
34. Leaving a child alone or unsupervised while under the program's care.
35. Violating any Alabama Daycare Licensing Standards or regulation.

All staff, consultants, contractors and volunteers should respect and promote the unique identity of each child and family and never stereotype on any basis including gender, race, ethnicity, culture, religion, disability, sexual orientation or family composition. All those working on behalf of the Partnership are to comply with program confidentiality policies concerning personally identifiable information about children, families, and other staff in accordance with subpart C of part 1303 of Head Start Performance Standards and applicable federal, state, local and tribal laws.

## **5.19 CORRECTIVE ACTION**

Effective Date: **10/28/2021**

### **PURPOSE/POLICY**

To be effective, disciplinary action should emphasize correcting the problem rather than punishing the offender. The Partnership's policy provides for progressive corrective action to change an employee's job performance or behavior from unacceptable to acceptable. This policy in no way alters the policy of employment-at-will and the Partnership may omit any corrective steps or immediately terminate an employee at its discretion.

### **PROCEDURE**

1. Corrective action includes written expectations of performance from the supervisor; verbal conversation and warning of needed job performance improvement; written warning of needed job performance improvement; suspension without pay; and/or termination.
2. Depending on the circumstances involved, corrective action issued may be a verbal warning, a written warning, suspension without pay, or termination.
3. Depending on the nature of the violation and other circumstances including, but not limited to, the employee's past conduct, one or more "steps" may be repeated or skipped.
4. In some circumstances, immediate termination may result.

## **5.20 SUSPENSION / TERMINATION**

Effective Date: **10/28/2021**

### **PURPOSE/POLICY**

The Partnership or the employee may terminate the employment relationship at any time for any reason, or no reason at all.

Voluntary terminations are those initiated by the employee and include:

- Resignation
- Retirement
- Failing to report to work as scheduled
- Failing to return from an approved extended leave of absence
- Failing to provide notification and obtain approval for absences of three or more consecutive days

Involuntary terminations are those initiated by the Partnership and may include:

- Exhaustion of approved leave of absence
- Inability or failure to perform duties or to meet prescribed standards on the job
- Conduct not in the best interest of the Partnership
- Layoff resulting from changes in services, funding reductions, resources, or qualification requirements for designated programs or projects

### **PROCEDURE**

1. In the event unsatisfactory performance continues, the entire matter is reviewed by the Human Resource Director. If the Human Resource Director is satisfied the employee has been given sufficient guidance and time to improve (if appropriate under the circumstances), suspension/termination is recommended.
2. Suspension/Termination must be approved by the CEO.
3. An exit interview may be conducted by CEO and/or the Human Resource Director, documented, and made a part of the personnel record. See the Exit Interview policy for more information.

### **Children's Services Specific**

1. In the event that unsatisfactory performance continues, prior approval for termination is required from the Children's Services Policy Council.
2. In cases of severe misconduct requiring an employee's immediate removal from his/her position (suspension), the Children's Services Policy Council are notified immediately or at their next regularly scheduled monthly meeting. Layoffs do not count as terminations and do not require the approval of the Children's Services Policy Council. All notifications of termination are documented in the minutes of the meeting at which the notification was made.

3. Employees recommended for termination are suspended with/without pay pending the Children's Services Policy Council decision.
4. The Children's Services Policy Council approves or disapproves the termination at its next regularly scheduled meeting. The termination, if upheld, is effective upon the initial notice. If termination is not upheld, the matter is treated in accordance with the Grievance/Problem Resolution procedure.

## **5.21 EXIT INTERVIEWS**

Effective Date: **10/28/2021**

### **PURPOSE/POLICY**

The Partnership may conduct exit interviews for employees leaving the Partnership who are willing to be interviewed.

### **PROCEDURE**

1. The Human Resource Director, the appropriate program supervisor and/or CEO may conduct an exit interview with the terminating employee.
2. The Human Resource Director is responsible for tracking and analyzing exit interview data and following up on issues identified in exit interviews to ensure resolution.
3. Program Leaders may be included in Exit Interviews and will be informed of issues that may arise that could impact program improvement.