



PERSONNEL POLICY HANDBOOK

As Amended January 2019*

* This Handbook supersedes all previous versions.

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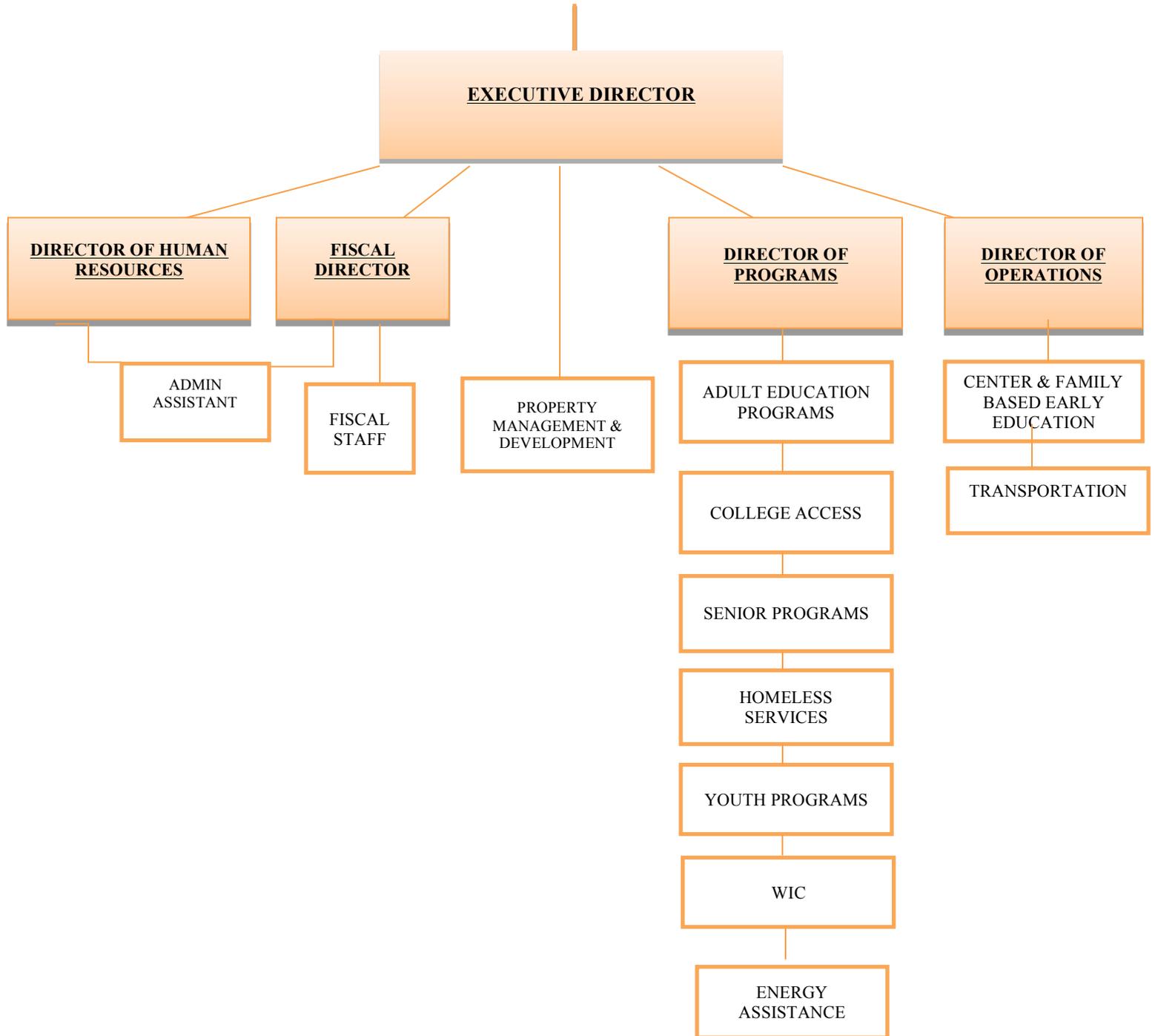
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ORGANIZATIONAL CHART

VOC BOARD OF DIRECTORS



I. MISSION STATEMENT

“The Valley Opportunity Council, Inc. is dedicated to eliminating poverty by providing the opportunity for our low and moderate income neighbors, families and friends in the Greater Hampden County area to achieve greater independence and a higher quality of life.”

II. WELCOME STATEMENT

In order to meet our mission, Valley Opportunity Council, Inc. is dependent on the jobs that our employees do and on their commitment to service. Management encourages all of our people to improve their knowledge and express their ideas. The doors are always open for your ideas. VOC places a high value on the ability of management and employees to work together. Good communication between management and employees and fairness for our employees is very important to us.

There are no limits to what we can accomplish together if we continue to talk to each other, do our individual best at our jobs, and try to improve the service of our customers.

We are proud of the people who make up the Agency. We feel that there is an opportunity and a challenge for everyone, regardless of position. To all new employees, we extend a hearty welcome, and we wish you a rewarding future at VOC!

III. HOW TO USE THIS HANDBOOK

Objectives of this Personnel Policy are to promote efficiency in the administrative procedures of the Valley Opportunity Council, Inc. (in some places hereinafter referred to as “VOC” or “the Agency”); to maintain high standards of fairness and impartiality in the hiring and treatment of employees; to provide controls adequate to insure the proper and productive use of all resources available to the Agency. These Policies are established to serve the best interests of the employer and the employee. VOC has the right to add, change, modify or delete terms set forth in these Policies and may have an impact on “rights” already set forth.

The policies and procedures described in this document apply to all paid employees of the Agency. This document has been approved by the Board of Directors of the Valley Opportunity Council, Inc. (“VOC”). The Personnel Committee of the Board is responsible for the continued review and updating of these Policies. These Policies may be amended by a majority of Directors at any meeting where a quorum is present.

Any employee of the Agency may suggest changes or additions to the Personnel Policy. Such suggestions must be presented in writing to the Director of Human Resources.

A current Personnel Policy will be maintained and available upon request in the Human Resource Department.

The policies and procedures contained in this Manual constitute guidelines only. They may be changed by the Agency at any time and the Agency may vary from these guidelines in particular circumstances. This Manual is not a contract of employment, either expressed or implied, or a guarantee of future employment for any particular period of time.

Data Practice Advisory

Valley Opportunity Council will collect information and identification as necessary to complete personnel files, job requirements and background checks. I-9c forms, ADA, etc. VOC will ensure that all such information is kept confidential.

IV. AT-WILL EMPLOYMENT

IT IS UNDERSTOOD THAT EMPLOYMENT WITH THE ORGANIZATION IS DEEMED TO BE EMPLOYMENT-AT-WILL. This means that you or VOC may end your employment with the Agency at any time with or without notice and with or without reason. No one other than the Executive Director has authority to enter into any agreement contrary to the foregoing “employment-at-will” relationship.

V. NON-DISCRIMINATION

Non-Discrimination in Employment

VOC prohibits discrimination in employment on the basis of:

- Age (40 and above);
- Criminal record (applications only);
- Physical, mental, or psychiatric disability;
- Genetics (results of genetic testing);
- Maternity leave;
- National origin or ancestry;
- Race or color;
- Religion;
- Sex;
- Sexual orientation; or
- Active military status.

Unlawful discrimination of employees occurring in the workplace or in other settings in which employees may find themselves in connection with their employment will not be tolerated by VOC. Further, any retaliation against an individual who has formally or informally complained about discrimination or has cooperated with an investigation of a discrimination complaint is prohibited. To achieve our goal of providing a workplace free from discrimination, the conduct that is described in this Policy will not be tolerated, and we will implement the procedure described below to address any potential inappropriate conduct.

VOC commits itself and its employees, within the context of state and federal civil rights laws, to ensure equitable participation of employees of all backgrounds in all of its daily operations.

This Policy applies to all employment practices and employment programs sponsored by the Agency. This Policy shall apply, but not be limited to, the areas of recruitment, selection, compensation and benefits, professional development and training, reasonable accommodation for disabilities or religious practices, promotion, transfer, termination, layoff and other terms and conditions of employment.

Because VOC takes allegations of discrimination seriously, we will respond promptly to complaints and where it is determined that inappropriate conduct has occurred, we will act promptly to eliminate the conduct and impose any necessary corrective action, including disciplinary action.

Discriminatory Harassment

VOC's separate Harassment Policy details our commitment to a workplace free to any verbal or physical conduct which is unwelcome, severe or pervasive, and related to membership or perceived membership in a protected class.

Reasonable Accommodation

Under both state and federal law, qualified disabled persons may be entitled to a reasonable accommodation to permit the individual to perform the essential functions of his or her job. Reasonable accommodations will be available to all qualified disabled employees and applicants, upon request, so long as the potential accommodation does not create an undue hardship for the Agency. If you believe that you may require an accommodation, please contact Natali Flores, Director of Human Resources, 35 Mt. Carmel Avenue, Chicopee, MA 01013, (413) 552-1554, Nflores@valleyopp.com or the VOC ADA Coordinator.

Discrimination Complaints

If any of our employees believes that he or she has been subjected to unlawful discrimination, the employee has the right to file a complaint with our organization. This may be done in writing or orally.

If you would like to file a complaint, you may do so by contacting Natali Flores, Director of Human Resources, 35 Mt. Carmel Ave., Chicopee, MA 01013, (413) 552-1554, Nflores@valleyopp.com. Ms. Flores is also available to discuss any concerns you may have, and to provide information to you about our Equal Employment Opportunity Policy and our complaint process. Alternatively, employees may contact any of VOC's supervisors.

Discrimination Investigation

VOC will promptly investigate the allegation in a fair and thorough manner. The investigation will be conducted in such a way as to maintain confidentiality to the extent practicable under the circumstances. The investigation will include private interviews with the person filing the complaint, the person alleged to have committed the discrimination, and relevant witnesses. When we have completed our investigation, we will, to the extent appropriate, inform the person

filing the complaint and the person alleged to have committed the conduct of the results of that investigation.

If it is determined that inappropriate conduct has occurred, we will act promptly to eliminate the offending conduct, and where it is appropriate we will also impose disciplinary action.

Disciplinary Action

If it is determined that inappropriate conduct has been committed by one of our employees, we will take such action as is appropriate under the circumstances. Such action may include counseling, verbal or written warning, suspension or termination.

State and Federal Remedies

In addition to the above, if you believe you have been subjected to unlawful discrimination, you may file a formal complaint with either or both of the government agencies set forth below. Using our complaint process does not prohibit you from filing a complaint with these agencies. Each of the agencies has a time period of 300 days for filing a claim.

The United States Equal Employment Opportunity Commission (“EEOC”)

John F. Kennedy Federal Building
475 Government Center
Boston, MA 02203
(800) 669-4000

The Massachusetts Commission Against Discrimination (“MCAD”)

Boston Office:

One Ashburton Place
Sixth Floor, Room 601
Boston, MA 02108
(617) 994-6000

Springfield Office:

436 Dwight Street
Second Floor, Room 220
Springfield, MA 01103
(413) 739-2145

Worcester Office:

484 Main Street, Room 320
Worcester, MA 01608
(508) 453-9630

New Bedford Office:

800 Purchase Street, Room 501
New Bedford, MA 02740
(508) 990-2390

VI. DISCRIMINATORY HARASSMENT

Policy

It is the policy of VOC to maintain a working environment that is productive and free from discriminatory harassment (“harassment”) of any type, including sexual harassment. Discriminatory harassment consists of unwelcome conduct, whether verbal or physical, that is based on a characteristic protected by law, such as gender, race, color, national origin, ancestry, religion, age, disability, genetics, military status, sexual orientation or participation in discrimination complaint-related activities (retaliation). VOC will not tolerate harassing conduct that affects employment conditions, that interferes unreasonably with an individual’s performance, or that creates an intimidating, hostile or offensive work environment.

Harassment of employees occurring in the workplace, in connection with work-related travel, and/or work-sponsored events will not be tolerated. Further, VOC, as well as state and federal laws, also prohibits retaliation against any person who, in good faith, reports, assists in reporting or participates in an investigation of possible discrimination or harassment.

Because VOC takes allegations of harassment seriously, we will respond promptly to complaints of harassment. Where it is determined that inappropriate conduct has occurred, we will act promptly to eliminate the conduct and impose such corrective action as is necessary, including disciplinary action where appropriate.

Please note that while this Policy sets forth our goals of promoting a workplace that is free of harassment, the Policy is not designed or intended to limit our authority to discipline or take remedial action for workplace conduct which we deem unacceptable, regardless of whether that conduct satisfies the definition of harassment.

Definitions

“Harassment” means unwelcome conduct, whether verbal or physical, that is based on a characteristic protected by law. Harassment includes, but is not limited to:

- Display or circulation of written materials or pictures that are degrading to a person or group as previously described.
- Verbal abuse, slurs, derogatory comments or insults about, directed at or made in the presence of an individual or group as previously described.

“Sexual Harassment” means unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature when:

- Submission to or rejection of such conduct is made either explicitly or implicitly a term or condition of an individual’s employment;
- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance by creating an intimidating, hostile, humiliating or sexually offensive working environment.

Under these definitions, direct or implied requests by a supervisor for sexual favors in exchange for actual or promised job benefits such as favorable reviews, salary increases, promotions, increased benefits or continued employment constitutes sexual harassment.

The definition of sexual harassment is broad. In addition to the above examples, other unwelcome sexually oriented conduct, whether intended or not, that has the effect of creating a work environment that is hostile, offensive, intimidating or humiliating to either male or female workers may also constitute sexual harassment.

While it is not possible to list all those additional circumstances that may constitute sexual harassment, the following are some examples of conduct which, if unwelcome, may constitute sexual harassment depending upon the totality of the circumstances including the severity of the conduct and its pervasiveness:

- Unwelcome sexual advances, whether they involve physical touching or not;
- Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life; comments on an individual's body, comments about an individual's sexual activity, deficiencies or prowess;
- Displaying sexually suggestive objects, pictures, cartoons;
- Unwelcome leering, whistling, brushing against the body, sexual gestures, suggestive or insulting comments;
- Inquiries into one's sexual experiences; and
- Discussion of one's sexual activities.

VOC prohibits the dissemination of sexually explicit voicemail, e-mail, graphics, downloaded material or websites, as well as printed material.

All employees should take special note that, as stated above, retaliation against an individual who has complained about sexual harassment, and retaliation against individuals for cooperating with an investigation of a sexual harassment complaint, is unlawful and will not be tolerated by this organization.

Complaint Procedures

All employees, managers and supervisors of VOC share responsibility for avoiding, discouraging and reporting any form of discriminatory harassment. The primary responsibility for ensuring proper investigation and resolution of harassment complaints rests with the Director of Human Resources or his designee, who will administer the Policy and procedures described herein.

If any of our employees believe that he or she has been subjected to discriminatory harassment, the employee has the right to file a complaint with our organization. This may be done in writing or orally.

In addition, visitors, applicants, vendors, contractors, their agents and employees, or other third parties who believe they have been subjected to discriminatory harassment may also file a complaint with our organization using the procedures described herein.

Furthermore, employees may also file a complaint if they have been subjected to harassment from visitors, applicants, vendors, contractors, their agents and employees, or any other third parties in the workplace, while performing work-related duties or during other work-related activities.

Prompt reporting of harassment is in the best interest of our organization and is essential to a fair, timely and thorough investigation. Accordingly, complaints should be filed as soon as possible following the incident(s) at issue. If you would like to file a complaint, you may do so by contacting *any member of management, including, without limitation:*

Natali Flores, Director of Human Resources
35 Mt. Carmel Avenue, Chicopee, MA 01013
(413) 552-1554
nflores@valleyopp.com

or

Stephen Huntley, Executive Director
35 Mt. Carmel Avenue, Chicopee, MA 01013
(413) 552-1554
shuntley@valleyopp.com

Natali and Stephen are also available to discuss any concerns you may have and to provide information to you about our policy on harassment and our complaint process.

Complaint Investigation

When we receive the complaint, we will promptly investigate the allegation in a fair and expeditious manner to determine whether there has been a violation of our Policy. The investigation will be conducted in such a way as to maintain confidentiality to the extent practicable under the circumstances. Absolute confidentiality cannot be guaranteed. The investigation will include private interviews with the person filing the complaint and with witnesses. The investigation will also include interview(s) with the person alleged to have committed harassment or discrimination. The complainant, the person alleged to have committed harassment, and all witnesses are required to fully cooperate with all aspects of an investigation. Attorneys are not permitted to be present or participate in the complaint investigation is complete. When we have completed our investigation, we will, to the extent appropriate, inform the person filing the complaint and the person alleged to have committed the conduct of the results of that investigation.

Notwithstanding any provision of this Policy, we reserve the right to investigate and take action on our own initiative in response to behavior and conduct which may constitute harassment or otherwise be inappropriate, regardless of whether an actual complaint has been filed.

If it is determined that inappropriate conduct has occurred, we will act promptly to eliminate the offending conduct; and where it is appropriate, we will also impose disciplinary action, which can include termination.

Disciplinary Action

If it is determined that inappropriate conduct has been committed by one of our employees, we will take such action as is appropriate under the circumstances. Such action may range from counseling to termination from employment, and may include such other forms of disciplinary action as we deem appropriate under the circumstances.

VOC also reserves the right to take appropriate disciplinary action against an employee who makes a false or bad faith claim of harassment or discrimination.

As mentioned throughout this Policy, VOC policy prohibits retaliation for making a good faith claim or participating in its investigation. Retaliation is defined as threats, intimidation or coercion, or where his or her employment is otherwise interfered with because of the filing of a complaint of harassment or discrimination. Pursuant to this Policy, VOC may discipline employees for engaging in retaliation.

State and Federal Remedies

In addition to the above, if you believe you have been subjected to discriminatory harassment of any type, including sexual harassment, you may file a formal complaint with either or both of the government agencies set forth below. Using our complaint process does not prohibit you from filing a complaint with these agencies. Each of the agencies requires that claims be filed within 300 days from the alleged incident or when the complainant became aware of the incident.

The United States Equal Employment Opportunity Commission (“EEOC”)

John F. Kennedy Federal Building
475 Government Center
Boston, MA 02203
(800) 669-4000

The Massachusetts Commission Against Discrimination (“MCAD”)

Boston Office:

One Ashburton Place
Sixth Floor, Room 601
Boston, MA 02108
(617) 994-6000

Springfield Office:

436 Dwight Street
Second Floor, Room 220
Springfield, MA 01103
(413) 739-2145

Worcester Office:
484 Main Street, Room 320
Worcester, MA 01608
(508) 453-9630

New Bedford Office:
800 Purchase Street, Room 501
New Bedford, MA 02740
(508) 990-2390

Bona Fide Occupational Qualification

Employees are reminded that the business of VOC includes and is not limited to the services provided to individual clients dealing with issues often of a severe nature. While it would not be acceptable for a client to direct harassment or discrimination towards our employees, our employees must be aware that confronting often objectionable behavior is a necessary aspect of the duty of providing service and counseling for which we are hired.

VII. DEFINITIONS

Employee’s Domestic Partner: One who shares the common necessities of life, is not married to the employee, is eighteen (18) years of age or older, is not related by blood closer than would bar marriage in Massachusetts, is competent to consent to contract, and the two are one another’s sole partner in a committed, exclusive relationship.

Immediate Family: For purposes of bereavement leave, a “member of the immediate family” shall include the following:

- | | |
|---------|------------------|
| Wife | Son |
| Husband | Daughter |
| Mother | Domestic partner |
| Father | Stepfather |
| Brother | Stepmother |
| Sister | |

Senior Staff: Executive Director, Fiscal Director, Director of Planning and Program Development, Human Resource Manager, Director of Operations, Program Managers and Directors/Managers.

Medical Provider: Shall be defined as a licensed practitioner recognized by the Commonwealth of Massachusetts.

Notifications: Written or electronic mail will be considered acceptable form of notification.

VIII. EMPLOYMENT/HIRING

A. GENERAL

Upon appointment, each employee will be given a copy of his/her Job Description which describes the essential and non-essential tasks of his/her job and data stating the starting salary and specifics relating to fringe benefits and the accrual of leave.

B. STATUS OF APPOINTMENT

Exempt: Employees who meet the definitions for exempt employee status under the Fair Labor Standards Act (“FLSA”) shall be salaried employees exempt from FLSA wage and hour requirements. Exempt positions shall be clearly identified in Job Descriptions and must be compliant with OMB-A133 requirements. VOC policy is to comply with the FLSA. Salaried exempt employees are those employed in a bona fide executive, administrative or professional capacity and who are exempt from the FLSA’s overtime pay requirements. Being paid on a “salary basis” means an employee receives a pre-determined amount of compensation each pay period.

Deductions from pay are permissible when a salaried exempt employee:

- is absent from work for one or more full days for personal reasons other than sickness or disability;
- for absences of one or more full days due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy or practice of providing compensation for salary lost due to illness;
- to offset amounts employees receive as jury or witness fees or for military pay; or
- for unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions.

If you believe that an improper deduction has been made to your salary, you should immediately report this information to your direct supervisor or to the Director of Human Resources. Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, you will be promptly reimbursed for any improper deduction made.

Please direct questions regarding your employment classification or exemption status to the Director of Human Resources for clarification.

Non-Exempt: All other employees, except trainees, interns, stipended volunteers and any position specifically excluded by law shall be subject to wage and hour provisions of the FLSA.

C. TYPE OF APPOINTMENT

Regular Full-Time: An employee hired to be full-time for more than ninety (90) days contingent upon availability of funding sources and upon the job description. His/her work week is generally 30 to 40 hours. He/she is eligible for all leave and fringe benefits.

Regular Full-Time Senior Staff: An employee hired to be a full-time senior staff member for more than six (6) months contingent upon availability of funding sources and upon the job description. His/her work week is generally from thirty (30) to forty (40) hours. He/she is eligible for all leave and fringe benefits.

Regular Part-Time: An employee hired to be part-time for more than ninety (90) days contingent upon availability of funding sources and upon the job description, and normally scheduled for a work week of less than thirty (30) hours on a regular pre-scheduled basis. (No minimum number of hours). His/her accrual of leave will be based on his/her average work day subject to provision in this Handbook.

Temporary Full-Time: An employee hired to work for a specific duration with no expectation of continuing employment beyond that duration or on a day-by-day basis but for a specified period of time. He/she may be required to work on holidays during his/her employment and is not eligible for annual leave and sick leave, life insurance or group medical insurance unless specifically stated in writing at the time he/she is hired. Condition of his/her employment shall be agreed in writing prior to his/her assignment.

If a temporary employee is later hired as a regular employee, the date of employment as a regular employee will become the date of hire for the purpose of eligibility for benefits.

Hourly: An employee hired strictly on an hourly basis (paid exclusively for a number of hours worked on an “as needed basis”), with no fringe benefits and with no fixed termination date.

Seasonal Employees: Employees who work only part of the year to conduct seasonal work, workers or tutors who are hired to work either during the school year or during the summer months and who do not receive benefits or credit for seniority. Seasonal employees may be assigned to work a full-time or part-time schedule.

Interim/Acting Positions: Positions may be filled on an “acting” interim basis as needed. The Executive Director will approve of all acting employees as well as salary and/or pay adjustments if any.

D. CONDITIONS GOVERNING EMPLOYMENT

1. Discrimination Prohibited

In its hiring and personnel procedures and treatment on the job, the Valley Opportunity Council will not discriminate against any applicant for employment or any employee because of race, religion, color, creed, disability, national origin, ancestry, sex, age, veteran or military status, sexual orientation, genetic information, criminal record (applications only) or gender identity.

The Valley Opportunity Council intends to respond affirmatively in its employment practices. Affirmative action applies to all aspects of employment practices, including, but not limited to, recruiting, hiring, placement, promotion, demotion, transfer, training, compensation, benefits, layoff, recall and termination. VOC seeks to do business with organizations that encourage equal employment opportunity.

2. Rules Governing of Conflict of Interest and Nepotism

For purposes of conflict of interest or nepotism, a “member of the immediate family” shall include the following:

Wife	Mother-in-law
Husband	Father-in-law
Mother	Brother-in-law
Father	Sister-in-law
Brother	Son-in-law
Sister	Daughter-in-law
Son	Domestic partner
Daughter	Stepfather
Grandparent	Stepmother
Grandchild	Stepsister
Uncle	Stepbrother
Aunt	Stepson
	Stepdaughter

No person shall be employed by VOC while he/she or a member of his/her immediate family serves on the Board of Directors which has authority to order personnel actions affecting his/her job.

Employees must abide by the VOC Conflict of Interest Statement in the Appendix attached to this Handbook. Section VII (“Definitions”) defines the terms used in this Policy.

No VOC employee shall hold a job over which a member of his/her immediate family exercises supervisory authority.

No person shall be employed by VOC while either he/she or a member of their immediate family serves on a board or committee which, either by rule or by practice, regularly nominates, recommends or screens candidates for the agency or program by which he/she is employed.

For employees in the Early Education Program, no person shall hold a job in the same center and/or classroom in which a child in their immediate family (see Section VII, “Definitions”), be it biological or foster, is receiving services.

IX. RECRUITMENT AND SELECTION

It is the VOC's policy to be an equal opportunity employer and to hire individuals solely on the basis of their qualifications and demonstrated ability to perform the job.

A. IMMIGRATION LAW COMPLIANCE

VOC is committed to employment only United States Citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility.

B. STANDARD FOR SELECTION

Conviction of a crime that relates to job requirements may be considered strong evidence of lack of fitness for the job.

Except as provided by law, a criminal conviction (or pending criminal charges) will not necessarily disqualify an applicant for employment; consideration shall be given to the nature of the offense, the position applied for, the recentness of the offense, the applicant's conduct since the offense, and any other mitigating or aggravating circumstances deemed appropriate by VOC. The Agency shall require a full disclosure of any such record by an applicant.

As a Community Action Agency, the Valley Opportunity Council shall give every consideration to providing employment opportunities to low income target area residents meeting the economic criteria as established by DHCD. Moreover, as an equal opportunity employer, VOC will actively solicit applications for employment from significant segments of the population which include minorities, including, but not limited to, African-American and Spanish-speaking individuals, women, workers over 40, disabled individuals and veterans.

Formal education qualifications, including post-secondary unless required by state and local laws, or regulatory standards, shall not be made a requirement for employment or advancement if the candidate has the qualifications to perform the duties of the position. Other demonstrated indices of ability (including experience on the job) shall be considered equal to formal educational criteria for employment or advancement.

All new personnel as required by law or as determined by the Agency must submit to a Criminal Offender Record Information ("CORI") check. Additionally, employees may be required to submit to Sex Offender Registry Information ("SORI") checks, fingerprint-based national and state criminal history database checks and/or Department of Children and Families ("DCF") background record checks.

This Agency will invite employees to self-identify themselves on the basis of handicap as per the Americans with Disabilities Act requirements. The Agency will make every reasonable effort to employ and promote qualified handicapped individuals at all levels of employment, including the

executive level as per requirement of the Americans with Disabilities Act. All veterans will be invited to declare their status as well.

In programs where it is necessary to determine fitness to perform the essential tasks of certain VOC positions, VOC may determine that a pre-employment medical exam is necessary.

C. PROMOTION FROM WITHIN

In filling vacancies, internal qualified candidates will be given a chance to apply.

As soon as a vacancy occurs, an announcement, which includes the title of the job, salary range of the vacant position, a brief description of the major duties (taken from the Job Description), required or desirable qualifications and how, where and when to apply, shall be circulated.

Performance evaluations along with the recommendation of the employee's supervisor will be used in the determination of suitability for the position.

Every qualified employee seeking promotion to a vacancy will be granted an interview. For the purpose of this sentence, "qualified" means meeting the requirements set forth in the Job Description.

If a VOC employee applies for and is hired in a new position within the Agency, he/she shall serve an introductory period of thirty (30) days in the new position. During such time, if either the employee cannot successfully handle the demands of the new position as determined through the evaluation procedure, or if the employee does not feel capable of handling the new position, the employee is entitled to return to his/her former position. Under such circumstances, the program may lay off or transfer any subsequent occupant of the former position. In turn, any such occupant being so-displaced may reclaim their former position, if any. To the extent possible, VOC will attempt to accommodate a so-displaced new employee in another position solely at the discretion of the Executive Director.

D. OUTSIDE RECRUITMENT

The Agency will strive to utilize a broad range of available recruitment sources, especially those geared to reaching the economically disadvantaged. These typically may include, but need not be limited to:

- Distribution of announcements to community, local minority and vocational rehabilitation organizations.
- Distribution of vacancy announcements to employees, volunteers and members of the Board of Directors.
- Encouraging staff and volunteers to seek out indigenous applicants.
- Posting vacancy announcements in appropriate locations.
- Utilizing the state employment office, college placement bureaus and job placement agencies.
- Placing advertisements in local and/or regional newspapers and websites.

E. SELECTION PROCEDURE

The Board of Directors or the Executive Committee is responsible for selecting, hiring and setting compensation of the Executive Director of the Agency.

The President of the Board will appoint a Search or Ad Hoc Committee to screen all applications for that position, conduct interviews and check all references.

The Search or Ad Hoc Committee may request the presence of any appropriate staff members at the interviews of candidates. Those staff members may make recommendations to the Committee, but the final recommendations will be made by the Search or Ad Hoc Committee to the Board of Directors.

All other positions will be selected by the Executive Director and/or his/her delegate.

X. JOB DESCRIPTIONS

A. DESCRIPTIONS

A current Job Description for every position or a multiple Job Description for a group of identical positions in the Agency will be kept in the Human Resource Office and in the employee's personnel folder. The Job Description shall include title, department, Fair Labor Standards Act status, minimum requirements, training and experience, as well as the essential and non-essential duties to be performed by the employee, the authority delegated to him/her, the channels through which he/she reports and the person responsible for his/her supervision. Prior to posting a vacant position, the existing Job Description will be reviewed by the Program Supervisor and the Human Resource Director to ensure that the Job Description is an accurate reflection of the position and that the stated job qualifications do not present barriers to employment. New positions will be developed as needed but must be approved by both the Executive Director and the Human Resource Director.

B. PURPOSE

Job Descriptions are used to recruit employees to implement the Massachusetts Fair Pay Act and to help determine the salary schedule of a job, his/her relationship to other persons in the organization and what is expected of him/her by his/her supervisor.

XI. COMPENSATION

A. SALARIES AND WAGES

Employees shall be paid at the rate no lower than the federal minimum wage, or the state minimum wage, whichever is highest.

Salaries for each position will be based on the VOC Salary Schedule. In setting salaries, VOC may consider, among other things, external labor market rates, equitable relationships with other jobs within the organization and the organization's ability to be able to afford to pay.

The Board of Directors will determine the Executive Director's salary.

B. SALARY SCHEDULES

The Agency shall maintain salary schedules showing the minimum and maximum salaries for each position in the organization. The salary schedules are subject to periodic review by the Executive Director, the Personnel Committee, the Finance Committee and the Board of Directors.

C. RAISES

Raises in salary are based on a yearly performance review score and are voted on annually by the Board of Directors. Raises may also occur by a change in job description or advancement through training or education as funding will allow.

D. OVERTIME

For non-exempt employees, because of budgetary limitations, it is the policy of Valley Opportunity Council to avoid situations where overtime pay will be required. Non-exempt employees who actually work in excess of forty (40) hours of work within a workweek may, as determined by their supervisors, be awarded compensatory time which is to be used in the same pay period. In the event compensatory time cannot be taken within the payroll period, or where an employee in any event works greater than 45 hours in a payroll period, overtime shall be paid in accordance with the law. Overtime must be approved in advance by supervisors. Holidays, sick and vacation time are excluded in calculating overtime.

E. PAYROLL

Agency employees are paid on a bi-weekly basis. Distribution of paychecks to all employees is to be accomplished in a timely manner, using accurate, consistent procedures. When paydays fall on a holiday, checks are normally issued the day before the holiday. Paychecks will not be given to anyone other than the employee or an employee's agent, unless the person has a note signed by the employee authorizing Payroll to give to the designated person. Employees are responsible for notifying Payroll of any change in status, including address changes, phone numbers, etc.

The workweek begins on Monday and ends on Sunday. Employees are paid every other Friday.

F. CERTIFICATION/EDUCATION

Employees will be asked to provide verification of either their degree or other types of certifications necessary for their job. A transcript from an institution of higher education may be needed to verify degree status.

XII. EMPLOYEE BENEFITS

The Agency strives to provide a comprehensive benefits program for all eligible employees because it regards a good benefits program as a solid investment in its employees.

Separate booklets, available through the Human Resources office, describe the benefits summarized only briefly here. The actual provisions of each formal plan, policy or contract, however, govern the determining entitlement to benefits, benefit levels and all other matters relating to a specific benefit.

In general, regular full-time employees are eligible to participate in the Agency's group benefits plans; however, eligibility requirements as well as enrollment dates vary in accordance with the terms of each benefit plan. Consult the Human Resources Department for specific information about your eligibility for Agency benefits.

The benefits described here are those the Agency currently offers and expects to offer in the future. The Agency does periodically review its benefits program, however, and reserves the right to amend, modify, terminate or replace its plans from time to time as the Agency, in its discretion, determines appropriate.

A. LEAVE POLICIES FOR EMPLOYEES

“Day” in this Section shall be defined as the employee's regular working day. A full-time employee who works eight (8) hours per day and who accrues one (1) day of leave shall accrue eight (8) hours of leave. A half-time employee who works four (4) hours per day who accrues one (1) day of leave shall accrue four (4) hours of leave. “Hourly employees” (i.e., employees hired strictly on an hourly basis with no fringe benefits and with no fixed termination date) are not eligible for accrued leave.

1. Annual Leave

As amended October 1, 2000.

All staff hired after January 1, 1998 will accrue annual leave at the following rates, prorated on a bi-weekly basis.

<u>Months with VOC:</u>	<u>Annual Leave Time:</u>
0-12	2 weeks or 10 days
13-120	3 weeks or 15 days
121+	4 weeks or 20 days

Employees are encouraged to utilize annual leave during the year in which it is earned.

Unused annual leave may be carried over from year to year, but the maximum accumulation carried over shall not exceed ten (10) days or eighty (80) hours. For purposes of this Section, the cut-off date for vacation carry-over is December 31st, at which time all other accrued vacation time will be forfeited.

Annual leave must be requested to the employee's supervisor no less than two (2) weeks prior and approved in advance, taking into account the needs of the Agency and to the extent consistent with those needs, the preferences of the employee.

Annual leave of two (2) or more consecutive weeks must be approved by the Program Supervisor. Employees who believe that approval has been unreasonably denied shall have the right to appeal through the Grievance Procedure. Annual leave of two (2) consecutive weeks taken by the Executive Director must be approved by the Board President. Annual leave must be accrued; it cannot be used or advanced before accrual. Annual leave may only be used by the employee who earns it and is not transferrable.

Annual leave shall accrue from date of hire, but, in the absence of emergency circumstances, shall not be taken before ninety (90) days have elapsed from date of hire. For emergency leave within the ninety (90) days, a request shall be made to the immediate supervisor (with grievance rights upon denial).

Vacation leave must be used only by the employee who accumulated it. It cannot be transferred to another employee.

When an employee is separated from VOC, he/she will be given a lump sum payment for accrued unused annual leave, based upon his/her current salary rate.

2. Sick Leave

For the purposes of this Section, all exempt and non-exempt full-time employees will accrue sick leave at the rate of ten (10) days or eighty (80) hours per year pro rated on a bi-weekly basis. Sick leave can be carried over from year to year to a maximum of 500 hours. Regular part-time employees will accrue sick leave proportionately. For example, 30 hours at 75%, 20 hours at 50%. Accrual of sick time begins on the employee's first date of actual work, but employees may not use such earned sick time until ninety (90) calendar days after their start date. Up to forty (40) hours of unused sick time may be carried over into the following benefit year, but employees may not use more sick leave in a year than their yearly accrual.

Hourly and temporary classified employees will accrue one (1) hour of sick leave for every thirty (30) hours of work.

Sick leave must be accrued; it cannot be advanced before accrual. Sick leave may be used by the employee with proper notification to:

- care for the employee's own physical or mental illness, injury or other medical condition that requires home, preventative or professional care;
- care for a child, parent, spouse or parent of a spouse who is suffering from a physical or mental illness, injury or other medical condition that requires home, preventative or professional care;
- attend routine medical and dental appointments for themselves or for their child, parent, spouse or parent of a spouse;
- address the psychological, physical or legal effects of domestic violence; or
- travel to and from an appointment, a pharmacy or other location related to the purpose for which the time was taken.

Requests to care or attend appointments for other individuals shall be made to the Executive Director or his/her delegate. Sick leave cannot be transferred from one employee to another.

If an employee is going to be absent on multiple days, the employee or the employee's surrogate (e.g., spouse, adult family member or other responsible party) must provide notice of the expected duration of the leave or, if unknown, provide notice of continuing absence on a daily basis, unless the circumstances make such notice unreasonable.

When an employee's illness continues beyond the expiration of his/her accumulated sick leave, the remaining time may be charged to annual leave.

Employees may not use sick time if the employee is not scheduled to be at work during the period of use. An employee may not accept a specific shift assignment with the intention of calling out sick for all or part of that shift.

Earned sick time may be used for full- or partial-day absences. The smallest amount of sick time that an employee can take is one (1) hour. For uses beyond one (1) hour, employees can use sick time in 30-minute increments (the smallest increment used in the employer's payroll system).

If an employee's absence from work requires the Agency to call in a replacement worker to cover the absent employee's job functions, the Agency may require the absent employee to use an equal number of hours of sick time as were worked by the replacement. If the employee lacks sufficient accrued sick time to cover all such time worked by the replacement, the employer will provide sufficient job-protected unpaid leave to make up the difference in that shift.

All employees approved for Family Medical Leave Act ("FMLA") must use their accumulated sick time concurrently with FMLA leave. If an employee has exhausted all sick and annual leave and wishes additional leave for reasons not included in the Family Medical Leave Act, he/she must apply for extended leave without pay to the Executive Director. If the employee feels that the request was unreasonably denied, he/she shall have the right to appeal such denial through the Grievance Procedure.

When illness occurs during a period of annual leave, sick leave may be granted to cover the period of illness provided there is a written note from a medical provider verifying the illness.

The Agency will require an employee to personally verify in writing that he or she has used sick time for an allowable purpose, but the employee shall not be required to explain the nature of the illness or the details of the domestic violence. A doctor's note or other documentation will not be required, unless the absence:

- exceeds twenty-four (24) consecutively scheduled work hours or three (3) consecutive days on which the employee is scheduled to work;
- occurs within two (2) weeks prior to an employee's final scheduled day of work (except in the case of temporary employees); or
- occurs after four (4) unforeseeable and undocumented absences within a three-month period.

Employees who meet one of the above listed conditions may be required to provide a written statement from the medical provider verifying illness and permission to return to work and safely perform the essential functions of the job with or without a reasonable accommodation. All such notes shall be attached to the employee's timesheet. Any work restrictions must be stated clearly on the return to work statement from the medical provider. Required documentation must be submitted within seven (7) days of the absence. Additional time will be allowed for good cause shown. If an employee fails to timely comply with the sick time law's documentation requirements, VOC may recoup the sick time paid from future wages.

VOC has the right to obtain a second medical opinion to determine the validity of an employee's Workers' Comp or sick leave claim or obtain information related to restrictions or an ability to work. VOC will arrange and pay for such medical evaluation. Use of sick time for purposes other than those permitted by this Policy is not allowed and may result in an employee being disciplined.

Sick time cannot be used as an excuse to be late for work without an authorized purpose. Employees should remember that regular, reliable attendance and timeliness is expected.

If an employee commits fraud or abuse by engaging in an activity that is not consistent with allowable purposes for sick time, the employee may be subject to disciplinary action.

If an employee is exhibiting a clear pattern of taking leave on days just before or after a weekend, vacation or holiday, VOC may discipline the employee for misuse of earned sick time, unless the employee provides verification of authorized use.

When an employee is separated from VOC, no form of compensation shall be given for accrued sick leave. Accumulated sick leave shall not be taken immediately prior to retirement unless properly chargeable to sick leave under these rules and regulations.

If an employee needs to be absent, to be late or to leave work early (for purposes that are permissible under this Policy), the employee must give advance notice to his or her supervisor, except in an emergency. If the absence is foreseeable (for example, if the employee will be absent to attend a previously scheduled appointment), the employee must provide seven (7) days'

advance notice, unless the employee learns of the need to use earned sick time within a shorter period of time. If the absence is not foreseeable, the employee must provide notice to his or her supervisor at least twelve (12) hours before the start of the employee's shift. If twelve (12) hours' notice is not reasonable due to an accident or sudden illness, notice must be provided as soon as practicable.

If an employee is going to be absent on multiple days, the employee or the employee's surrogate (e.g., spouse, adult family member or other responsible party) must provide notice of the expected duration of the leave; or, if unknown, provide notice of continuing absence on a daily basis, unless the circumstances make such notice unreasonable.

3. FMLA Leave

Basic Leave Entitlement

The FMLA provides up to twelve (12) weeks of unpaid family medical leave (or up to twenty-six (26) weeks of military caregiver leave) during a twelve 12-month period to eligible employees for qualifying reasons.

Eligibility Requirements

Employees are eligible for FMLA leave if they have worked for VOC for at least twelve (12) months, which need not be consecutive, but which must be within the last seven (7) years. Eligible employees must have actually worked at least one thousand two hundred fifty (1,250) hours during the twelve (12) months prior to the start of the requested leave, and work at a location where at least 50 employees are employed by the Agency within 75 miles.

Types of Leave Available

Eligible employees may request FMLA leave for any of the following reasons:

- The birth of a son or daughter or placement of a son or daughter with the employee for adoption or foster care;
- To care for a spouse, son, daughter or parent who has a serious health condition;
- For a serious health condition that makes the employee unable to perform the essential functions of his or her job; or
- For any qualifying exigency arising out of the fact that a spouse, son, daughter or parent is a military member on covered active duty or call to covered active duty status.

An eligible employee may also take up to twenty-six (26) workweeks of leave during a "single 12-month period" to care for a covered service member with a serious injury or illness, when the employee is the spouse, son, daughter, parent or next-of-kin of the service member. The "single 12-month period" for military caregiver leave is different from the 12-month period used for other FMLA leave reasons.

Definition of Serious Health Condition

A serious health condition is defined as a condition which requires in-patient care (an overnight stay in a hospital, hospice or residential medical care facility) including any period of incapacity

or any subsequent treatment in connection with such in-patient care, or a condition which requires continuing treatment by a licensed health care provider.

Continuing treatment includes any of the following:

- A period of incapacity of more than three (3) consecutive, full calendar days and any subsequent treatment relating to the same condition, if it also involves treatment two or more times within thirty (30) days of the first day of incapacity or treatment by a health care provider which results in a regimen of continuing treatment under the supervision of the health care provider. Both of the aforementioned conditions require an in-person visit to a health care provider within seven (7) days of the first incapacity.
- A period of incapacity due to pregnancy or for prenatal care.
- Any period of incapacity (or treatment therefore) due to a chronic serious health condition.
- A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective.
- Any absences to receive multiple treatments (including any period of recovery therefrom) by, or on referral by, a health care provider for a condition that likely would result in incapacity of more than three (3) consecutive days if left untreated.

Military Family Leave Entitlements

Qualifying Exigency Leave

Eligible employees with a spouse, son, daughter or parent on active duty or call to covered active duty status in the National Guard and Reserves or the Regular Armed Forces in support of a contingency operation may use their twelve (12) week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include dealing with issues arising from short notice (seven (7) days or less) deployment; attending certain military events; certain childcare and related activities; addressing certain financial and legal arrangements; attending certain counseling sessions; rest and recuperation leave during deployment; attending to post-deployment activities; or caring for a military member's parent who is incapable of self-care when the care is necessitated by the member's covered active duty.

Military Caregiver Leave

FMLA also includes a special leave entitlement that permits eligible employees to take up to twenty-six (26) weeks of leave to care for a son, daughter, parent or next-of-kin who is a covered service member during a single twelve (12) month period. A "covered service member" includes:

- A current 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. Outpatient status means the status of a member of the Armed Forces assigned to either 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 covered veteran who is undergoing medical treatment, recuperation or therapy for a serious injury or illness. Covered veteran means an individual who was a member of the Armed Forces (including a member of the National Guard or Reserves) and was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran. An eligible employee must commence leave to care for a covered veteran within five years of the veteran's active duty service.

The term "serious injury or illness" means:

- A serious injury or illness means an injury or illness that was incurred by the covered veteran in the line of duty on active duty in the Armed Forces or that existed before the veteran's active duty and was aggravated by service in the line of duty on active duty, and that is either:
 - A continuation of a serious injury or illness that was incurred or aggravated when the veteran was a member of the Armed Forces and rendered the service member unable to perform the duties of the service member's office, grade, rank or rating; or
 - A physical or mental condition for which the veteran has received a U.S. Department of Veterans Affairs Service-Related Disability Rating ("VASRD") of fifty percent (50%) or greater, and the need for military caregiver leave is related to that condition; or
 - A physical or mental condition that substantially impairs the veteran's ability to work because of a disability or disabilities related to military service, or would do so absent treatment; or
 - An injury that is the basis for the veteran's enrollment in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

Any one of these definitions meets the FMLA's definition of a serious injury or illness for a covered veteran regardless of whether the injury or illness manifested before or after the individual became a veteran.

The single 12-month period for military caregiver leave begins on the first day the employee takes leave for this reason and ends twelve (12) months later, regardless of VOC's rolling 12-month period for other FMLA purposes.

An eligible employee is limited to a combined total of twenty-six (26) workweeks of leave for any FMLA-qualifying reasons during the single 12-month period. Up to 12 of the 26 weeks may be for an FMLA-qualifying reason other than military caregiver leave.

Military caregiver leave is available to an eligible employee once per veteran, per serious injury or illness. However, an eligible employee may take an additional twenty-six (26) weeks of leave in a different 12-month period to care for the same veteran if he or she has another serious injury or illness.

An eligible employee may also take military caregiver leave to care for more than one covered veteran or current service member with a serious injury or illness at the same time, but the employee is limited to a total of twenty-six (26) weeks of military caregiver leave in any single 12-month period. Additionally, an eligible employee may be able to take military caregiver leave for the same family member with the same serious injury or illness both when the family member is a current service member and when the family member is a veteran.

Benefits and Protections

During FMLA leave, we will maintain your health insurance coverage on the same terms as if you continued to work, if you have indicated your intent to return to work at the end of your FMLA leave. If you do not have any paid time available to you, you must arrange to pay the employee share of such benefits must be made by contacting VOC's Human Resource Director. If you do not return to work upon the completion of your FMLA leave, VOC may recover the cost of any payments made to maintain your health insurance coverage, unless the failure to return to work was for reasons beyond your control. Use of FMLA leave will not result in the loss of any employment benefit available prior to the start of FMLA leave.

Employees who return to work on or before the expiration of their FMLA leave will be restored to their original or an equivalent position with equivalent pay, benefits and other employment terms. Employees on FMLA leave are, however, not entitled to any greater rights than they would otherwise have been entitled, had they continued as active employees. Some key employees may not be entitled to reinstatement at the conclusion of their FMLA leave. Key employees will be notified of their status as such at the time of their leave request.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Intermittent leave is not, however, available to care for a child during the first twelve (12) months after the birth, adoption or placement in foster care. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt VOC's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

If you use intermittent leave, you must comply with our regular call-out procedure for each day on which you are absent, including specifically referring to the FMLA-qualifying reason for the leave.

Substitution of Paid Leave for Unpaid Leave

Employees eligible for FMLA leave must use any available paid leave concurrently with their FMLA leave until all such paid leave is exhausted. Employees must comply with the VOC's normal paid leave policies.

The Leave Year

VOC measures its leave year using a "rolling" twelve (12) month period measured backward from the most recent date an employee uses any FMLA leave.

Any family or medical leave which qualifies under both state and federal laws will be used concurrently to the extent permitted by those laws (i.e., Massachusetts Parental Leave, Workers' Compensation Law, etc.).

Employee Responsibilities

Employees must provide thirty (30) days' advance notice of the need to take FMLA leave when the need is foreseeable. When thirty (30) days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with VOC's normal call-in procedures. Notice may be verbal and need not even mention FMLA, but must state reason for needed leave.

Within five (5) business days after the employee has submitted the appropriate certification form, the FMLA Representative from Human Resources will complete and provide the employee with a written response to the employee's request for FMLA leave using the DOL Designation Notice.

While on leave, employees are required to report periodically, at least once every four (4) weeks, the status of their medical condition and their intent to return to work. All information is to be submitted directly to Human Resources.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified.

Employees may be required to provide a fitness-for-duty statement before they return to work after an FMLA leave for their own serious health condition to determine the employee's ability to perform the essential duties and responsibilities of the employee's position. If you are required to provide this statement, you will be notified at the time that your leave is approved.

Certification of the Serious Health Condition

VOC will ask for certification of the serious health condition or the employee or employee's family member for which the FMLA leave is requested. The employee must respond to such a request within fifteen (15) days of the request or provide VOC a reasonable explanation for the delay. Failure to provide medical certification may result in denial of leave or denial of continuation of leave. Medical certification may be provided by submitting the DOL Certification of Health Care Provider for Employee's Serious Health Condition, which can be obtained from Human Resources.

Certification for Qualifying Exigency for Military Leave

VOC will require certification of the qualifying exigency for military family leave. The employee must respond to such a request within fifteen (15) days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of

continuation of leave. This certification will be provided using the DOL Certification of Qualifying Exigency for Military Family, which can be obtained from Human Resources.

Certification for Serious Injury or Illness of Covered Service Member for Military Leave

VOC will require certification for the serious injury or illness of a covered service member. The employee must respond to such a request within fifteen (15) days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. This certification will be provided using the DOL Certification for Serious Injury or Illness of Covered Service member, which can be obtained from Human Resources.

FMLA Questions and Concerns

If you have any questions about your FMLA rights or responsibilities or if you disagree with a decision we make regarding FMLA leave entitlement, please contact VOC's Director of Human Resources to resolve your concerns as soon as possible.

4. Bereavement Leave

Up to five (5) days' paid leave may be taken in the event of the death of a member of the employee's immediate family. Please refer to Section VII, "Definitions."

Up to three (3) may be taken in the event of the death of a mother-in-law, father-in-law, domestic partner's mother, domestic partner's father, grandparent, grandchild, stepchild or children of his/her domestic partner if they live at home.

Up to one (1) day's paid leave may be granted to attend the funeral of a member of the family not listed above, per approval from the Executive Director and/or Director of Human Resources.

5. Parental Leave

A full-time employee with at least three (3) months of service with VOC may receive up to eight (8) weeks of unpaid leave for the purpose of:

- giving birth; or
- adopting a child under the age of 18; or
- adopting a child under the age of 23, if the child is mentally or physically disabled.

To be eligible for the leave, the employee must give at least two (2) weeks' notice to his or her supervisor of the anticipated date of departure and intention to return, or provide notice as soon as practicable if the delay is for reasons beyond the employee's control.

An employee may use available sick, vacation or personal leave during the period of the leave.

During Parental Leave, VOC will maintain your health insurance coverage on the same terms as if you continued to work, if you have indicated your intent to return to work at the end of your leave. If you do not have any paid time available to you, you must arrange to pay the employee

share of such benefits must be made by contacting Human Resources. If you do not return to work upon the completion of your Parental Leave, VOC may recover the cost of any payments made to maintain your health insurance coverage, unless the failure to return to work was for reasons beyond your control.

Employees who return to work on or before the expiration of their Parental Leave will be restored to their original or an equivalent position with equivalent pay, benefits and other employment terms. Employees on Parental Leave, however, are not entitled to any greater rights than they would otherwise have been entitled had they continued as active employees.

Any Parental Leave which qualifies under both state and federal laws will be used concurrently to the extent permitted by those laws (e.g., Family and Medical Leave Act leave).

Any two (2) VOC employees shall only be entitled to eight (8) weeks of Parental Leave in aggregate for the birth or adoption of the same child. Any leave beyond eight (8) weeks must be approved in writing by the Executive Director.

6. Military Leave

An employee who is an active member of the National Guard or a member of a reserve unit of some branch of the U.S. Armed Forces, and by virtue of such membership is required to engage in an active training period, shall be granted military leave with pay, as described below, for a period not to exceed fourteen (14) calendar days during each 12-month period. Proof of such leave must be submitted to Human Resources in advance.

During such military leave granted, the employee will receive his/her normal pay minus any compensation received from his/her military unit for such service.

Any military leave of absence required beyond fourteen (14) calendar days per year must be taken as annual leave or compensatory leave or as leave without pay, if leave credited to the employee.

7. Civil Leave

Jury Duty

An employee who is subpoenaed by a federal court or state court to serve as a juror, if not excused from jury service, may be granted civil leave with pay for the period of such absence. Application for civil leave must be submitted in advance to your Program Supervisor.

Any compensation received from jury duty while on civil leave shall be turned over to the Valley Opportunity Council, Inc. (If any employee elects to take annual leave, compensatory leave or leave without pay, rather than take civil leave with pay, he/she may retain any compensation for such services.)

Private Litigation Witness

When an employee is subpoenaed in private litigation by some party other than the Federal Government, State Government or political subdivision thereof to testify not in an official capacity but as an individual, he/she must take annual leave or compensatory leave or leave without pay if there is not sufficiently accumulated leave accrued to the individual's credit. If leave without pay, annual leave or compensatory leave is required in this situation, the compensation or fee for such services may be retained by the employee.

8. Compensatory Leave

Exempt – Time Off for Significant Extra Hours

Exempt employees are paid a salary as compensation for all time worked; and are not entitled to work compensatory time. But those who unavoidably work significantly greater hours than is generally required due to work demands may request permission from their supervisor and the Executive Director for leave time to compensate them for such extra work. The supervisor will not unduly withhold permission. Compensation will not necessarily be granted on an hour-for-hour basis but instead be left to the supervisor's discretion pending funding.

Accumulation by Non-Exempt Employees

Compensatory time for non-exempt employees is accumulated at the rate of one and one half (1½) times the hours worked beyond the employee's regular work week (after forty (40) hours of actual work not including paid lunch; with paid lunch, after total forty-five (45) hours). Compensatory time shall not be creditable for less than thirty (30) minutes per period. The employee's immediate supervisor must approve all compensatory time before it is credited to the employee.

All compensatory time must be used within the same workweek in which it is earned.

Procedure

Under the FLSA – General Requirements: Non-exempt employees must be paid time and one-half for work in excess of forty (40) hours in a weekly pay period. To avoid incurring the obligation to pay overtime pay, the Agency must ensure that non-exempt employees do not actually work more than forty (40) hours in a work week – either by preventing employees from working extra hours, or requiring employees to take time off from their regular schedules in the same pay period in which extra hours have been worked so that they do not exceed forty (40) hours. If a non-exempt employee actually works more than forty(40) hours in a work week, overtime pay must be provided.

9. Leave Without Pay

Leave without pay must be requested in writing and approved by the Program Supervisor in advance only when appropriate paid time off is exhausted. Anything in excess of one (1) work week must be approved by the Executive Director.

The Executive Director will request such leave from the Board President.

In considering such request, the Executive Director and/or Board President, in consultation with the employee's supervisor, shall consider a variety of factors. These factors include the length of employment, the reason for the request and whether such request presents any hardship to the Agency.

An employee on leave without pay shall not accrue annual or sick leave benefits.

In order to continue health and/or life insurance, arrangements of prepayment of premiums must be made with the Human Resource Office.

10. Holidays

All employees will be allowed the following paid holidays; except that if a holiday falls on a weekday on which an employee does not regularly work, that employee will not be paid for that holiday. Full payment for holiday time will be provided to full-time staff. Employees may request annual or allowed compensatory time (if a holiday falls within a payroll period) for any holiday other than those officially observed by the VOC.

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Veterans Day
Patriots' Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

Employees may request annual or allowed compensatory time (if the holiday falls within the pay period) for any religious holidays that are not an officially observed by the VOC.

When a holiday occurs while an employee is on paid leave, he/she shall not be charged with vacation time for the holiday.

A legal holiday which falls on Saturday will be observed on the preceding Friday. Legal holidays which fall on a Sunday will be observed on the following Monday.

Employees who are not scheduled to work on the day the holiday falls will not be paid for the holiday.

If an employee must work on a scheduled holiday, he/she will be given another day as a substitute for the worked holiday.

Paid holidays that are not worked are not included in the calculation of weekly hours of actual work for overtime purposes.

11. Small Necessities Leave Act

Employees eligible for leave under the FMLA are allowed to take up to a total of twenty-four (24) hours of leave within a 12-month period to attend a child's school activity or accompany a child or elder parent to an appointment. This leave is unpaid but vacation time and/or sick time (if it is to a doctor's appointment) may be used. Employees need to give notice at least seven (7) days if the leave is foreseeable and must have supervisor approval. Written certification will be required to support such a request.

12. Domestic Violence Leave

Eligible employees may receive up to fifteen (15) days of unpaid leave per twelve (12) month period if the employee or a qualifying family member of the employee is a victim of "abusive behavior," as defined by the applicable law, and the employee is using the leave from work to:

- Seek or obtain medical attention, counseling, victim services or legal services;
- Secure housing;
- Obtain a protective order from a court;
- Appear in court or before a grand jury;
- Meet with a District Attorney or other law enforcement official;
- Attend child custody proceedings; or
- Address other issues directly related to the abusive behavior against the employee or family member of the employee.

An eligible employee includes all full-time and part-time employees of VOC.

This leave will not apply to an employee who is the perpetrator of the abusive behavior against such employee's family member.

Process for Taking Leave

Except in cases of imminent danger to the health or safety of an employee, an employee seeking leave from work under this Section must provide appropriate advance notice of the leave to his or her supervisor as required by any call-in procedures. In cases of imminent danger, an eligible employee is required to provide notice of his/her absence within three (3) work days that the leave was taken or is being taken under the Policy. Notice must be given in writing to the employee's supervisor.

A qualifying family member of an employee is a:

- Person who is married to the employee;
- Person in a substantive dating or engagement relationship and who resides with the employee;
- Person having a child with the employee; or
- Parent, step-parent, child, step-child, sibling, grandparent, grandchild of the employee and person in guardian relationship with the employee.

An eligible employee who provides written notice for such leave under the Policy must provide at least one of the following documents to substantiate the need for such leave:

- Protective order, order of equitable relief or other documentation issued by a court as a result of abusive behavior against the employee or employee's family member;
- A document under the letterhead of the court, provider or public agency which the employee attended for the purposes of acquiring assistance as it relates to the abusive behavior against the employee or employee's family member;
- A police report or statement of a victim or witness provided to the police, including a police incident report documenting the abusive behavior complained of by the employee or the employee's family member;
- Documentation that the perpetrator of the abusive behavior has admitted to sufficient facts to be found guilty of abusive behavior, or been convicted or adjudicated a juvenile delinquent by reason of, any offense constituting abusive behavior and which is related to the abusive behavior that necessitated the leave under this Policy;
- Medical documentation of treatment as a result of the abusive behavior complained of by the employee or employee's family member;
- A sworn statement, signed under the pains and penalties of perjury, provided by a counselor, social worker, health care worker, member of the clergy, shelter worker, legal advocate or other similar professional who has assisted the employee or employee's family member in addressing the effects of the abusive behavior; or
- A sworn statement, signed under the pains and penalties of perjury, by the employee attesting that the employee has been the victim of abusive behavior or is the family member of a victim of abusive behavior.

Provided that an employee gives the notice required under this Policy for the need for leave, the employee will not be disciplined for the unauthorized absence if the employee then gives, within thirty (30) days of the unauthorized absence, sufficient documentary evidence of the need for the leave by providing at least one of the documents listed above.

Upon receipt of such documentation, VOC shall maintain the same in the employee's employment record, but only for as long as required for VOC to make a determination as to whether the employee is eligible for leave under this Policy. All information of the employee's leave will be kept confidential by VOC. The information shall not be disclosed by VOC unless the disclosure is requested or consented to, in writing, by the employee; ordered to be released by a court; otherwise required by applicable federal or state law; required in the course of an investigation authorized by law enforcement; or necessary to protect the safety of anyone employed at the workplace.

Eligible employees are required to exhaust all available annual or vacation leave, personal leave and sick leave prior to requesting or taking leave under this Policy, unless VOC waives this requirement. All leave time under this Policy will be unpaid. Any leave which qualifies under both state and federal laws will be used concurrently to the extent permitted by those laws (e.g., FMLA, Workers' Compensation Law, etc.).

VOC does not condone or permit any retaliation against an employee for exercising his or her rights under this Policy and the applicable law. Employees taking leave under this Policy will

not lose any benefit accrued prior to the taking of said leave and will be restored to the same or equivalent position upon return from such leave.

B. FRINGE BENEFITS

- All employees will be covered by Workers' Compensation to cover medical expenses and disability claims of employees who incur on the job injuries.
- All employees will be covered by F.I.C.A., which is a federal requirement that a certain amount be automatically withheld from an employee's earning.
- Full-time employees with over thirty (30) days of service are eligible to participate in a group health insurance program on a voluntary basis.

Presently, VOC contributes a formulated amount, as approved by the full Board, towards the cost of the individual or family enrollment based on the lowest plan option cost.

In lieu of medical insurance, VOC presently provides a set dollar amount as determined annually by the Board toward childcare reimbursement, life insurance, dental or other benefit products. This benefit is subject to the provisions in Policies and Trust Agreements, Summary Plan Descriptions and Descriptive Booklets governing the benefit plan.

- Employees will be covered under any applicable unemployment insurance through Agency participation.
- There is a staff retirement plan. After one (1) year of service, a regular employee is eligible for the 403B Plan to which the Valley Opportunity Council, Inc. contributes 2% of the gross weekly salary. If the employee wishes, he/she may contribute a minimum of 2% of their weekly check in which case the Agency will contribute an additional 1%, bringing the Agency's total to 3%. If an employee terminates employment, he/she is entitled to all monies contributed from their pay, less administrative charges, and to various percentages, based on a vesting schedule (available from the Human Resource Office) of the monies contributed by the Agency. Employees should contact the Human Resources Office one (1) month prior to their anniversary to obtain additional information. Interested employees may enroll in the 403B Plan prior to their one-year anniversary; however, such participation will be based solely on the employee's contribution and will not be eligible for Agency contribution.

This benefit is subject to the provisions in Plan documents, Trust Agreements, Summary Plan Descriptions and Descriptive Booklets governing the benefit plan.

- Employee Assistance Program is available to employees who are in need of such service on a confidential basis, at no cost to the employee.

XIII. EMPLOYEE EXPENSES

Employee expenses shall be incurred, authorized, recorded and reimbursed in compliance with the financial procedures manual approved by the Board of Directors and current at the time of incurrence. Employees shall be informed of all relevant changes in the Manual in a timely manner (see Financial Procedures Manual).

XIV. WORK SCHEDULE

A. HOURS

The regular full-time work week is based on forty (40) hours (eight (8) hours per day Monday through Sunday) and includes a paid lunch break. The supervisor is responsible for scheduling both the work day and the lunch break. Your normal work schedule and hours will be dependent upon your position. Lunch breaks will be designated in accordance with department needs (i.e., phone coverage, customer service, etc.) Part-time employees are also expected to take their lunch breaks as designated by their supervisor in accordance with the needs of the department so coverage is not compromised.

Daily and weekly schedules may be changed from time to time at the discretion of VOC to meet the varying conditions of our Agency. Changes in work schedules will be announced as far in advance as possible. Applicable laws require records be maintained of the hours worked by VOC employees. To ensure that accurate records are kept of the hours you actually work (including overtime hours where applicable) and of the accrued leave time you have taken, and to ensure that you are paid in a timely manner, you are required to accurately record your time worked and your absences on VOC's official time sheet and/or time card, regardless of whether you are an exempt or non-exempt employee. This time sheet or time card should be completed daily and signed each week. Every effort will be made to accommodate employee preferences in work schedules and scheduled breaks while maintaining Agency availability to those seeking services and /or certain busy times within the workday.

The supervisor or Executive Director may make variations in schedules, including the temporary reassignment of staff from one center to another to afford coverage in all areas during peak vacation periods or during staffing emergencies due to sickness, resignations, vacations, etc.

An unpaid meal break is available to any employee working a scheduled work period of six (6) hours or more. This break is scheduled about halfway through the daily work period.

If the meal period is paid for by the Agency, it is with the expectation that there are days when the break may be cancelled, or curtailed, or scheduled at the end of the work period, due to the press of business or the importance of finishing a particular task without delay. The employee, even in the meal period, is on call and may be expected to interrupt the break to attend to an emergency.

B. TIME SHEETS

All employees are required to maintain VOC time sheets daily that reflect actual hours worked each day. Time sheets must be submitted bi-weekly and signed by the supervisor. This includes all full-time, part-time and temporary employees. Faxed or scanned time sheets will be considered original.

C. ADVERSE WEATHER CONDITIONS AND BUILDING CLOSURE

VOC will generally be open during adverse weather. Due to individual circumstances, each employee will have to evaluate the weather and road conditions in deciding to report to work or leave early. In the event of adverse weather conditions, employees will be allowed to use accrued vacation time, or with supervisor approval, may modify the work schedule or make other reasonable schedule adjustments.

In some instances, the Executive Director may order the office closed or a shortened work day during periods of severe inclement weather. The Executive Director may also order the office closed if working conditions are unsuitable (e.g., power outage, etc.). If the office is closed by the Executive Director, regular full-time employees will be paid as if they worked the hours expected to work that day. Employees on a vacation day will be charged vacation time. Hourly employees will not be paid on such days if there is no need for their services. If the offices are closed, it is possible that some employees may be called in to handle emergencies/cleanup. When feasible remote (from home) options will be made available.

XV. TRAINING/STAFF DEVELOPMENT

Valley Opportunity Council encourages employees' professional development through reading and participation in workshops and conferences related to the responsibilities of each staff member.

The professional development plan for each employee will be discussed at the time of the annual performance review.

A. ORIENTATION

Orientation to the Valley Opportunity Council, Inc. policies and procedures will be conducted by either the Human Resources Department, the employee's supervisor and/or the Executive Director. In addition to the explanation of personnel policies, orientation will include work rules, procedures and philosophy of the Agency.

B. IN-SERVICE TRAINING

The Valley Opportunity Council, Inc. will, on occasion, provide in-service training to its employees. Requests for any additional job-related training on Agency time must be submitted in writing and channeled through the supervisor to the Executive Director.

When required by the Valley Opportunity Council, Inc., attendance at meetings and conferences shall be with pay, unless other arrangements have been agreed upon. Transportation, registration fees and other costs may be reimbursed if agreement relative to same is reached prior to attending.

Any employee may request specific training for in-service training sessions. Such requests shall be submitted in writing through the supervisor.

C. TRAINING AND EDUCATION

If an employee is requested by the Agency to attend a course or courses, the Agency will reimburse or pay the tuition cost.

Tuition Reimbursement

In those courses where grades are assigned, proof of successful completion must be submitted to the Agency by the institution. (C or above – undergraduate level; B or above – graduate level; for courses where no grades are assigned, employees must show proof of completion.)

If the course is not completed for any reason, reimbursement must be made to the Agency for all related costs. VOC reserves the right to recover costs from the employee's pay check. Additionally, employees who leave the employ of VOC within two (2) years of any tuition reimbursement will be required to repay to VOC the reimbursement amounts received during the two (2) years prior to the employee's separation.

A request by an employee to attend courses related to their present job or to upgrading their skills, after working hours: If the employee requests to take a course, the Agency will pay a portion of the tuition cost as set by the Board of Directors.

Request must be approved by supervisor and Executive Director and submitted in writing, listing name of course, duration, hours and purpose.

Only requests of employees with one (1) year or more seniority with the Agency will be considered.

Employees will be allowed to take only two (2) courses per year.

At the discretion of the Executive Director, the number of applicants may be restricted.

XVI. INTRODUCTORY PERIOD

A. LENGTH

All senior staff who seek to be employed on a regular full-time or regular part-time status shall be required to serve an introductory period of six (6) months and sign an agreement so stating.

All other staff who seek regular full-time or regular part-time status shall be required to serve an introductory period of six (6) months and sign an agreement so stating.

B. EXTENSION

The introductory period may be extended if both parties agree that it is desirable in order to reach a fair decision as to retention of the employee. Under extraordinary circumstances, the introductory period may be extended again with approval by supervisor and Executive Director.

C. APPEAL

An introductory employee whose employment is terminated shall have the right to written appeal to the Executive Director but shall not have the right to invoke the more elaborate grievance machinery provided for in this Handbook.

XVII. PERFORMANCE EVALUATION

All regular employees shall be evaluated by their immediate supervisor on their performance on the job using a prescribed performance evaluation form.

New Hire – After the introductory period, the newly-hired employee will be evaluated as to their performance by their supervisor. For various reasons, the introductory period may be extended by the supervisor with the approval of the Executive Director.

Yearly Report – to be completed by employee's supervisor. These reports will be used for determining salary increases. Goals must be discussed throughout the year with program supervisor.

Special Report – to be completed at any time when, at the discretion of the supervisor, the employee's conduct/performance warrants a formal notation for the employee's personnel file.

Each evaluation report should be prepared by the employee's immediate supervisor and shall be specifically related to written standards for the position, based on the Job Description and will include strengths, areas that need improvement and any revisions needed in priorities, responsibilities or goals.

Each written evaluation report shall be discussed with the employee. The supervisor should then obtain the employee's signature acknowledging the discussion and his/her review of the report and written comments, if any, before forwarding it through the Executive Director and/or Human Resource Director to the employee's personnel record. Signing of the performance review by the employee acknowledges that the review has been discussed with the supervisor and does not necessarily constitute agreement. Failure to sign the document by the employee will not delay the processing of the evaluation. Employees do not have the right to change or grieve their

performance review but may submit a written response which will be attached to the performance review.

Performance evaluations may determine eligibility for promotion as well as the basis for demotion, dismissal, transfers and, where applicable, salary adjustments and must therefore be completed on a timely basis. If a supervisor fails to conduct a performance evaluation, the employee should request it in writing with a copy of said request sent to the Executive Director.

The Executive Director shall be evaluated by the Board at the completion of his/her first six (6) months of employment and, thereafter, annually.

The Board of Directors is responsible for approving the Executive Director's performance goals and any adjustments in compensation. The President of the Board shall delegate the Personnel Committee along with the Executive Committee to review the Executive Director's performance.

The Personnel Committee and Executive Committee will be responsible for collecting and reviewing all relevant information, preparing a written evaluation and conducting a performance review meeting with the Executive Director.

At the review meeting, the Personnel Committee and Executive Committee will develop new performance goals based on the Agency's annual plan, any priorities established by the Board of Directors, and input from the Executive Director.

The Personnel Committee and Executive Committee will provide a report on the evaluation to the Board of Directors, including recommendations for performance goals and any adjustments in compensation.

XVIII. EMPLOYEE CONDUCT

A. EMPLOYEE CODE OF CONDUCT

In accepting employment with the Valley Opportunity Council Inc., employees become representatives of the Agency and are responsible for assisting and serving consumers in Hampden County. Employees should exhibit conduct that is ethical, professional, responsive and of standards becoming of a VOC employee. To achieve this goal, employees must adhere to the established policies, rules, procedures and instructions of their supervisors.

The following are job requirements for every position at the Valley Opportunity Council, Inc. All employees are expected to:

- Perform assigned duties to the best of their abilities at all times;
- Render prompt and courteous service to the public at all times;
- Read, understand and comply with the rules and regulations as set forth in this Personnel Policy Manual as well as those of their assigned department;

- Conduct themselves with decorum toward consumers and respond to inquiries and information requests with patience and every possible courtesy;
- Each employee is expected to work in a cooperative manner with management/supervision, co-workers, customers and vendors
- Report any and all unsafe conditions to their immediate supervisor;
- Maintain good attendance.

B. PUBLIC ANNOUNCEMENTS, PRESS RELEASES AND ANY OUTSIDE COMMUNICATION

All public announcements (radio, television or newspaper statements) made by a Valley Opportunity Council, Inc. employee on behalf of the Agency, or announcements in which he/she purports to speak for or represent the Agency, must be cleared in advance with the Executive Director, except as provided by law. Should an employee wish to make a public announcement as a private citizen or community resident, he/she shall make it clear that the employee's view does not represent those of VOC and that the employee is not speaking on behalf of the Agency. The employee must include a disclaimer such as, "These statements are my own and do not necessarily reflect the views of the Valley Opportunity Council, Inc." Violation of this Policy shall subject the employee to disciplinary action, up to and including termination.

C. OUTSIDE EMPLOYMENT

Employees of the Valley Opportunity Council, Inc. are permitted to hold outside positions provided that:

- Such outside employment does not conflict with his/her duties as a VOC employee.
- The employee is not performing other duties during his/her regular working hours with the Agency.
- No employee shall accept a position which is a conflict of interest or a conflict under the laws of the Commonwealth or other applicable law.

D. COURT APPEARANCES

All court appearances, in which the employee is representing the Agency, will only be authorized in response to a subpoena.

E. GIFTS, MONEY AND GRATUITIES

Employees of the Valley Opportunity Council, Inc. are prohibited from accepting gifts, money and/or gratuities from people receiving benefits or services under the Community Action Program or performing services under contract or otherwise in a position to benefit from an employee action. Nor may the employee or their immediate family have any financial interest in any contract of the Valley Opportunity Council, Inc. It is recognized that common sense and reason will be employed in interpreting this Section.

F. POLITICAL ACTIVITIES

The Economic Opportunity Act of 1964, as amended, restricts the political activities of Community Action Agency employees.

1. Prohibited Activities

Restrictions on the use of program funds, provision of services and the employment and assignment of personnel applies to all employees, volunteers, trainees and Board members.

The following restrictions apply to all employees, volunteers and Board members, except that restrictions (a) and (b) do not apply to employees of educational or research organizations. Employees, volunteers and Board members may not:

- a) Use their official position, authority or influence with the Agency for the purpose of interfering with or affecting the result of an election or a nomination for a party or public office.
- b) Directly or indirectly coerce, attempt to coerce, command or advise an employee or any other person who is subject to these restrictions to pay, lend or contribute anything of value or to contribute personal services to a party, committee, organization, agency or person for political purposes.
- c) Use program funds for any political purposes or to influence any election for public or party office.
- d) Permit the use of equipment or premises purchased or leased with program funds for any political purpose or to influence the outcome of any election for public or party office.
- e) Discriminate, or threaten or promise discrimination, against or in favor of any employee or beneficiary of the program, or any potential employee or beneficiary, because of his/her political affiliations or beliefs, or require any applicant, employee or beneficiary to disclose his/her political affiliation.
- f) Offer any person employment, promotion or benefits under the program as a reward for the support or defeat of any political party or candidate for public or party office, or threaten or create disadvantage in employment or deprivation of benefits as a penalty for such support, except that such a person may be deprived of employment or subject to lesser penalties for engaging in activities which are forbidden by this instruction.
- g) Employees and volunteers of all grantees and delegate agencies may not, while carrying out the program of their agencies, engage in transporting voters or prospective voters to the polls. (Board members are not included in this restriction.) This restriction applies to the use of program funds, agency facilities or equipment, as well as to the provision of services and the assignment of personnel. All persons may participate in voter

registration during their off-duty hours, so long as they avoid identification of such off-duty activities with the DHCD-funded program.

2. Permitted Activities (Political) While Off Duty

Most political activities are permitted to be covered by employees on their own time.

A Valley Opportunity Council, Inc. employee may:

- Be a non-partisan candidate.
- Be a candidate for political party office, even where such office is attained through election in a partisan primary election.
- Solicit or handle political contributions from other individuals than employees covered by this Section.
- Solicit the sale of or sell political fundraising tickets to individuals other than employees covered by this Section, organize and/or serve as an officer of a political club or organization.
- Organize and/or conduct a political meeting or rally.
- Manage or take part in the management of or conduct a political campaign.
- Engage in any legal activity at the polls in any election.
- Write, publish, distribute or circulate political campaign literature or petitions, including nomination petitions.

G. RIOTS, DISTURBANCES OF THE PEACE

Employees are prohibited from using their positions in the program to plan, initiate, participate in or otherwise aid or assist in the conduct of any rioting or disturbances of the peace. The Valley Opportunity Council, Inc. must terminate any employee it determines, on the basis of substantial and material evidence, has been using his/her position to promote violence or disorder. Regular employees who have completed their introductory period have the right to appeal any such dismissal under the Grievance Procedures.

H. DIRECT ACTION

Advocacy on behalf of the poor sometimes means self-help involvement of the poor, leading to such direct action activities as peaceful and lawful assembly to obtain redress from those believed capable of alleviating them. However, forms of direct action which, by threatening law and order, aggravate the alienation of the poor from the rest of society or interfere with orderly democratic processes are antagonistic to the purposes of the Community Action Program. Therefore, employees of the Valley Opportunity Council, Inc. are prohibited, in connection with the performance of their duties, from participating in, planning or otherwise assisting in any picketing, protest or other form of direct action which is unlawful or doing such on paid work time when not part of their assigned work duties.

I. CONFIDENTIALITY

All employees of the Valley Opportunity Council, Inc. must respect the right of confidentiality of all program clients/participants and will be asked to review, sign and date the “Confidentiality Agreement” upon hiring and each year thereafter. Failure to sign does not nullify the Policy and may result in further disciplinary action, including termination.

J. DRUG AND ALCOHOL ABUSE

An employee must report for and remain at work at all times in a state appropriate to the performance of their duties. Coming to or being at work in an impaired condition under the influence of any drug or alcohol is prohibited.

Bringing illicit drugs (including any controlled substance for which an employee does not have a prescription) or alcohol onto the VOC premises or use during work hours is prohibited. Any violation of this Section will subject an employee to disciplinary action, up to and including termination. Any abuse of this Policy should be reported to the Executive Director or Director of Human Resources immediately.

Drug-Free Workplace Policy

The Valley Opportunity Council, Inc. prohibits the unlawful or unauthorized manufacture, distribution or use of illegal or controlled substances on its premises. An employee convicted under a criminal statute for a violation occurring at a work site or while on Agency business must report such conviction to the Agency within five (5) days. The Agency must either take appropriate personnel action, which can be up to and including termination, or require the employee to participate satisfactorily in a substance abuse assistance or rehabilitative program.

Most health insurance carriers available to the Agency will cover substance abuse treatment. Employees may use accrued leave time while undergoing treatment for substance abuse problems.

The Human Resource Office will provide information on various treatment programs including use of the Employee Assistance Program.

K. DRESS CODE

Employees of the Valley Opportunity Council are expected to exhibit a neat, well-groomed appearance. Radical departure from conventional dress or personal grooming is not permitted. VOC will not be held liable for damage to clothing or accessories while on duty. VOC managers and supervisors may exercise reasonable discretion to determine appropriateness in employee dress and appearance. Employees who do are not dressed appropriately may be sent home to change, and non-exempt employees will not be paid for that time away from work.

L. SMOKING

VOC offers a smoke-free work environment to all employees. No smoking is permitted on the job, in the offices or near the entrances to any/all VOC property. Violation of this Policy shall result in disciplinary action.

M. USE OF VOC COMPUTERS, E-MAIL AND OTHER EQUIPMENT AND DATA

VOC's equipment, including computer hardware and software, are valuable assets; they must be used for VOC business only. Employees may not copy or use software purchased or leased by VOC contrary to the interests of VOC or for purposes other than the business reason for the purchase or lease. Employees may not use e-mail for personal, non-business-related use nor may they access or solicit information for personal, non-business-related use.

From time to time, management may access an employee's computer, e-mail or stored e-mail information files to better serve the Agency's needs or to make certain that they are being used properly and in compliance with this Policy. E-mail messages, as well as all computer data, are considered the property of VOC and not the property of any individual. Employees should have no expectation of privacy with respect to information stored on their computers. The use of a password is to control access to the equipment and is not intended to create a right or expectation of privacy. All computer passwords and usernames must be registered with management.

No property of VOC, including computers, may be used for any unlawful purpose or to offend, harass, abuse or otherwise communicate offensive, unlawful or inappropriate messages or messages in violation of VOC's Prohibited Discriminatory Harassment Policy. Nor may they be used to access material unrelated to the performance of the business of VOC. Employees should be aware that e-mail messages can be retrieved and even subpoenaed for litigation and government compliance investigations. Stored information and e-mail messages may not be deleted or destroyed, if the subject of or relevant to a claim or litigation.

Telephones, fax machines and other communication devices are VOC's property and are intended for official use. This equipment is not to be used for personal, non-business matters, except for emergencies. Violation of this Policy by an employee will result in discipline, up to and including termination.

Cell Phones

Massachusetts law prohibits using a cell phone or any handheld device to compose, send or read an electronic message while operating a motor vehicle. In addition, for the safety of our employees and others, VOC prohibits employees from using a cell phone while driving on Agency business or from taking any business calls while driving on personal time. If it is necessary to use a cell phone while driving, please find a safe place to stop before using the phone.

N. WORKPLACE

VOC is committed to providing a safe, healthy and comfortable workplace for all its employees, clients and guests. Safety concerns will be addressed in a timely fashion and steps taken to correct them.

A clean work area makes for a more pleasant, as well as a safer place to work. Employees are asked to help keep the surroundings as neat and orderly as possible. Employees are prohibited from having any open flames or using scented apparatus in the building, at their work environment or in Agency bathrooms.

Unless a language other than English is needed to converse with participants or vendors to accomplish the goals of the Agency, English is the required business language used in the VOC office area for VOC activity.

Employees will be provided with instructions regarding procedures to be followed in the event of fire or other emergencies. Employees are encouraged to be conscious of health and safety, and are expected to comply with all safety and health requirements, whether established by VOC or by federal, state or local law. Employees should report any unsafe conditions or circumstances to their supervisors.

O. FOUL LANGUAGE

Employees of this Agency should consistently conduct themselves in a professional manner and should refrain from using profanity and disrespectful language around participants and consumers as well as supervisors and/or co-workers. Continued use of such could result in further disciplinary action, up to and including termination.

P. ILLNESS AND INJURY

Job-related injuries and illnesses, regardless of severity, must be reported as soon as possible to the immediate supervisor so that the injury or illness can be evaluated and medical attention provided if necessary.

VOC is committed to provide a flexible return-to-work program for all employees injured on the job.

Q. ZERO TOLERANCE

VOC will not tolerate violence or abusive behavior or conduct in the workplace and reserves the right to terminate an employee whose conduct or behavior is perceived as a potential danger or harm to others.

R. CONFLICT OF INTEREST

All employees are asked to review, sign and date the “Conflict of Interest Policy” at the start of their employment with VOC and each year thereafter. Failure to sign does not nullify the Policy and may lead to future disciplinary action, up to and including termination.

S. WHISTLEBLOWER

VOC is committed to open communication. Through the “VOC Whistleblower Policy,” employees are able to raise concerns and have reassurance that they will be protected from reprisals or victimization for whistleblowing. Employees will be asked to review, sign and date said Policy upon hiring and yearly. Failure to sign does not nullify the Policy and may lead to further disciplinary action, up to and including termination. Please refer to the “Whistleblower Policy” attached at the end of this document.

T. WORKPLACE CIVILITY/RULES OF CONDUCT

Employees will not be discourteous or disrespectful to a customer, consumer, participant or any member of the public while in the course and scope of VOC business. Further, each employee is expected to work in a cooperative manner with management/supervision, co-workers, customers and vendors. The success of the Agency depends on cooperation and teamwork among all employees.

U. EMPLOYMENT REFERENCES

When VOC receives a request for information from another person or entity about an employee, either during employment or after the employee’s employment has ended, it is VOC’s policy to provide the dates of employment and the job title.

VOC’s policy is not to furnish any other information about work performance or employment, unless the employee specifically directs it to do so and signs a release. If the employee does not authorize VOC to furnish any additional information, it will advise the requesting person or entity that, absent a release, VOC’s policy is to provide only the information of dates of employment and the job title.

V. ATTENDANCE

Employees are expected to come to work when scheduled. Good attendance and showing up on time are necessary for the various Agency programs to run properly. Numerous unexplained or unexcused absences or repeated tardiness will be subject to disciplinary action, including termination. A “no-show no-call” will result in termination. Employees will not be subject to discipline for qualifying sick leave reasons, as defined in the sick leave policy.

W. EXECUTIVE DIRECTOR CONDUCT

The President of the Board of Directors shall monitor the conduct of the Executive Director on a regular basis. If any matters related to the Executive Director’s performance are reported to or identified by the President, the President, in consultation with the Personnel Committee and with reference to the approved Valley Opportunity Council Personnel Policy, shall report to the Board of Directors. The Board of Directors shall determine any disciplinary action, up to and including suspension or termination, as deemed appropriate and according to the VOC Personnel Policy. The President shall be responsible for implementing any Board approved action with the Executive Director, and any action taken will be documented.

The Executive Director will have the opportunity to follow the Grievance Procedures as outlined in the VOC Personnel Policy.

X. SOLICITATIONS

Solicitation of employees on VOC property during working time interferes with the efficient operation of our business. Therefore, to protect you and our consumers from unnecessary interruptions and annoyances, it is our policy to prohibit the distribution of literature in work areas and to prohibit solicitation and distribution of literature during employees' working time. "Working time" is the time an employee is engaged or should be engaged in performing his/her work tasks for the Agency. These guidelines also apply to solicitation by electronic means. Solicitation or distribution of any kind by non-employees on Agency premises is prohibited at all times. Nothing in this Section prohibits employees from discussing terms and conditions of employment.

Y. BULLETIN BOARDS

Bulletin boards located within the Agency are for the posting of VOC work notices. Employees should check the bulletin board for information about your job and the Agency. The bulletin board is for official VOC notices only and employees may not post their own notices on the board.

XIX. DISCIPLINARY ACTION, SUSPENSION AND DISMISSAL

A. DISCIPLINARY ACTION

This Section describes the Agency's general disciplinary practices and procedures. They do not restrict the Agency from utilizing other practices or procedures as it deems appropriate in particular circumstances, and they do not alter the at-will nature of employment under which you are free to terminate the employment relationship at any time, and for any reason, and the Agency retains the same right.

Applicability

Disciplinary action is typically taken when an employee breaks a specific rule, regulation, policy, request or order (oral or written), or when his/her behavior becomes detrimental or damaging to the Agency.

Administering Action

In administering disciplinary actions, the Valley Opportunity Council, Inc. seeks to maintain reasonable consistency and equity by taking comparable action in comparable cases whenever possible. However, it is not realistic to suppose that a prescribed schedule of offenses and penalties can be applied mechanically to achieve this end. Supervisory judgment is an indispensable element in evaluating individual cases. The Agency shall therefore weigh carefully all of the circumstances, including the employee's previous record, before initiating disciplinary action. The Agency will require written documentation of all cases calling for disciplinary action. Often, disciplinary action prior to or instead of termination will involve (a)

verbal warning, (b) written warning or (c) suspensions. It should be noted that suspension as well as termination also occurs in other non-disciplinary circumstances.

Verbal Warning

The verbal warning will clearly describe the deficiency in the employee's conduct and will clearly delineate the expected behavior. If the situation is not corrected, the employee will be warned that further disciplinary action will be taken. The verbal warning will be documented to the employee and his/her signature will attest that he/she is aware of it. The oral warning will be documented by the supervisor and included in his/her personnel file at that time. The employee will have the opportunity to present his/her side of the case.

Written Warning

The supervisor will issue a written warning in the event that the problem for which the employee received the oral warning is not corrected. Written warnings/reprimands may also be given to an employee when, in the judgment of his/her supervisor, deficiencies exist in the employee's work conduct or job performance which are serious enough to warrant suspension or dismissal if not corrected. The employee will be presented with a written warning/reprimand.

The warning will describe the deficiency of the employee's conduct, reasons for the action being taken, and will indicate that if there is no correction, further disciplinary action will occur.

The warning/reprimand will be shown to the employee and filed in the employee's personnel file.

The written warning will be presented to the employee and his/her signature will attest that he/she is aware of it. The written warning will be documented by the supervisor and included in employees personnel file at that time. The employee will have the opportunity to present his/her side of the case.

B. SUSPENSION

Suspension is a temporary enforced absence from duty in a non-pay status. It may be imposed (1) as a disciplinary action, or (2) pending outcome of investigation or proposed separation for cause. Suspensions will be made by the Executive Director on written or electronic mail request from a supervisor. However, if the health and/or safety of a client or co-worker is at risk due to employee action or lack of action, Program Managers may suspend the employee immediately. If a manager suspends an employee, the Executive Director or the Human Resource Director shall be apprised of the reason for this action. The Executive Director must ratify or rescind the suspension immediately upon notification. If rescinded, the employee shall be immediately reinstated with pay and all benefits.

An employee may be suspended without pay under any condition or circumstance which would otherwise result in dismissal. This action normally is the next procedural step after issuance of a written warning/reprimand, but may also be used without prior reprimand or warning, should circumstances warrant it.

The written notice of suspension shall include the reason for the action and will be furnished to the employee and will become part of the employee's personnel file. This notice will be signed by the supervisor.

1. Suspension as a Disciplinary Action

Suspension under this heading is a severe disciplinary action for significant misconduct or repeated infractions of a lesser nature. It is also used for disciplinary reasons when an official reprimand has failed to achieve the desired correction of deficiencies.

2. Suspension Pending Outcome of Investigation or Proposed Separation for Cause

An employee is suspended without pay under these circumstances when the conditions are such that his/her retention in active duty status, pending investigation or dismissal, may result in damage to VOC property, be detrimental to the interest of the Agency, or which make it inadvisable to assign the employee temporarily to duties in which the aforesaid conditions would not exist.

3. Notice of Suspension

Content of Suspension Notice

A written notice to the employee, signed by the supervisor, is to contain a statement enumerating concisely the reason(s) for the action. The description of incidents is to include places, dates, times and any other specifications necessary to provide the employee with a fair opportunity for reply. This notice will be filed into the employee's personnel file.

Employee's Right to Reply

The employee has the right to reply to the notice of suspension, unless made for investigatory purposes, within five (5) working days from the date on which the notice was received and to submit documentation in support of his/her reply. The written reply, including the documentation, is to be forwarded to the Executive Director. If the reply is considered a satisfactory explanation of the charges, the notice is to be withdrawn and the records cleared. The employee is then reinstated with back pay and all rights. If no reply is received or if the reply is not considered adequate, the suspension action is to be taken. Regular employees have the right to request an appeal on suspension. If suspension should be reversed by the Personnel Committee, the employee shall be reinstated and will be given all back pay and fringe benefits due him/her.

C. DISMISSAL

An employee may be discharged without prior warning, without notice, and without pay, other than for services already rendered. The dismissal for cause is the most severe penalty the Valley Opportunity Council, Inc. can impose. Normally, the administrative staff will take whatever corrective measures may be appropriate and feasible (including the imposition of less severe disciplinary action, such as oral and written warnings or suspension) in an attempt to avert the

necessity for dismissal. However, immediate dismissal action may be initiated in cases of serious misconduct or malfeasance.

1. Definition:

Dismissal” (action initiated by the Agency) is the discharge of an employee. Although the at-will nature of employment at the Agency means either party may terminate the employment relationship at any time for any reason, the following, while not necessarily resulting in immediate dismissal, are some of the more common reasons for which dismissal might occur, but their identification does not imply that dismissal is limited to these illustrations:

- Misconduct – is the deviation from acceptable standards of conduct during or after work hours.
- Malfeasance in Office – is the misuse of official position to accomplish an improper purpose. An employee, who violates the law through official acts, uses official authority for wrongful purposes, or commits other serious and willful offense against law or regulations may be dismissed to promote the efficiency of the Agency.
- Personal Unsuitability – refers to the character, reputation and fitness of an employee for retention by the Valley Opportunity Council, Inc. An employee whose personal behavior adversely affects his/her role at the Agency or reflects discredit on the Valley Opportunity Council, Inc. may be dismissed. Such behavior which may become evident after appointment and which adversely affects others or the employee’s effectiveness in serving the Agency.
- Unsatisfactory Performance of Duty – is any performance below that expected of an employee of his/her salary level and in the type of position to which the employee is assigned. Normally, deficiencies in performance will have been documented on performance evaluation reports or by lesser forms of discipline before dismissal is initiated.
- With respect to the above, the Executive Director, in conjunction with the supervisor, shall determine whether the employee’s behavior constitutes such misconduct, malfeasance, person unsuitability or unsatisfactory job performance for which dismissal is appropriate.
- Violation of Agency Policies – any violation of Agency Policies will or may be subject to dismissal. Failure to sign said Policy(ies) does not nullify the Policy.

2. Procedures for Suspension or Dismissal

The steps in the consideration of a proposed dismissal action shall be handled in accordance with the sequence shown below:

Initiation of Action

The employee's supervisor discusses with the Executive Director the circumstances which indicate that the employee should be dismissed by the Valley Opportunity Council, Inc., and furnishes the Executive Director with all of the facts concerning the case. These facts should include a complete explanation of corrective action taken, if any, copies of all letters or memoranda written to the employee which relate to the proposed action, and copies of replies received from the employee.

The Executive Director, or designee, reviews the facts and considers possible alternatives to dismissal, such as reassignment which would result in more effective utilization of the employee's services. If the circumstances are such that reassignment or some other alternative is not feasible or appropriate, the Executive Director or designee prepares the written notice of proposed dismissal.

Content of Dismissal Notice

Proposed Action:

The notice to the employee shall contain a statement which clearly sets forth the reasons for the dismissal action, including places, dates, names and other relevant details. The notice shall specify the terms of the suspension or.

Employee's Options:

- Is allowed five (5) working days from the date on which the notice is received to make a written reply.
- (If replying) must answer the charges in writing to the Director of his/her program, who will forward it to the Executive Director.

Action Upon Response to Proposed Dismissal

- Reply: If employee replies to the notice of proposed action within the specified five (5) days, an appointment is arranged with the Executive Director and Human Resource Director to review the case.
- Reply Review: The Executive Director or Human Resource Director reviews the employee's reply and investigates any pertinent statement of new facts, new aspects of old facts and any other extenuating circumstances or evidence submitted by the employee. On the basis of this review, the Executive Director determines within ten (10) calendar days whether the notice of proposed dismissal is to be withdrawn or implemented.
- Reply Prevails: If, on the basis of the employee's reply, it is determined that penalty may be imposed or the proposed action may be withdrawn. In that event, the notice of proposed dismissal is rescinded and the employee is informed in writing of the lesser

penalty or of withdrawal, and why. If withdrawn, all references to the incident will be removed from the employee's file.

- No Reply or Reply Does Not Prevail: If no reply is received or if the reply does not warrant withdrawal of the action, a notice of dismissal signed by the Executive Director shall be sent to the employee at the earliest practical date, but no later than ten (10) working days following receipt of the reply or deadline for replying. The notice shall include a statement of an employee's right to appeal to the Board of Directors as outlined in this Handbook. In the case of the Executive Director, the notice shall be issued by the President of the Board after a majority vote.
- Effect of Appeal of Proposed Action: The dismissal takes effect at the time specified in the employee's notice, regardless of whether a hearing or appeal is pending. If after adverse action has been taken a decision favorable to the employee is rendered, corrective action will be taken to restore the employee to the rolls, restore his/her back pay and fringe benefits and expunge all references to the action from his/her personnel file.

XX. TERMINATION OF EMPLOYMENT (OTHER THAN DISMISSAL):

A. VOLUNTARY TERMINATION – RESIGNATION

An employee who resigns from the Valley Opportunity Council, Inc. shall give written notice of such resignation to the Executive Director through his/her immediate supervisor.

Notice from the Executive Director and/or the top Administrative Staff shall be at least one (1) month (30 days).

Notice from all other staff shall be no less than two (2) weeks.

When an employee resigns, he/she will be given payment for the full amount of accrued annual leave, within the time limits specified by law.

Departing employees are expected to leave clear, written instructions for all procedures and current projects included in the job and to leave the work area and files clean, clearly marked and organized.

An employee who resigns or is terminated may be asked to participate in an exit interview and a record of such will be placed in the employee's personnel folder.

Before departure, all employees must surrender all VOC property including keys, laptops, cell phones, etc.

B. INVOLUNTARY TERMINATIONS – REDUCTIONS IN FORCE

1. Bumping

In the case of a layoff, an employee may displace (or “bump”) another employee with less length of employment within the component for which he/she was hired. In making this decision, the Executive Director, in conjunction with both the Human Resource Director and Program Manager, will take into consideration the following: seniority of position within labor grade, performance evaluation, VOC’s affirmative action policy, any/all special skills, education, training, certificates and bilingual status pertinent to the language of VOC clients and overall program finances. Under no condition may an employee “bump” to a higher labor grade.

2. Separation

Should the Agency be unable to continue an employee who has rendered satisfactory service in his/her current position because of budget cuts, reorganization, discontinuance or curtailment of a department, division, area or service and is unable to offer some other mutually satisfactory assignment, the employee shall be laid off.

To the extent possible, written notification of release of the Executive Director, Fiscal Director, Director of Planning and Program Development, Director of Operations, Director of Marketing and Human Resource Director shall be given to the individual thirty (30) days in advance of the date of separation; and written notice to all other staff by the Executive Director shall be two (2) weeks.

The released employee shall be reimbursed for all accrued annual leave.

A laid off employee may request that the Affirmative Action Officer or the Personnel Committee of the Board of Directors review his/her case within five (5) working days if he/she feels that discrimination resulted in the elimination of his/her position, rather than legitimate reasons for reduction in force. The sole issue to be considered in such review is whether the layoff was based on discrimination rather than legitimate reasons for reduction in force. The Committee will decide if the employee should have a hearing.

XXI. GRIEVANCES AND APPEALS

The Valley Opportunity Council, Inc. (VOC), recognizing the importance of the individual employee to the organization and the desirability of prompt consideration and disposition of the problems affecting his/her status and welfare, has established a procedure for the orderly hearing and equitable handling of employee grievances.

A. COMPLAINT PROCEDURE

Other than layoffs, if an employee is dissatisfied with a personnel action concerning him/her or if there should be some other complaint or misunderstanding, he/she should present it in writing to his/her immediate supervisor. If the matter is not resolved to his/her satisfaction, he/she can refer it to the Executive Director.

B. FORMAL APPEAL

If a grievance relating to adverse action (e.g., demotion for incompetence, misconduct or dismissal) of a permanent employee is not resolved through the complaint procedure, the employee may make a formal appeal.

The Executive Director shall be entitled to the Formal Appeal Process as outlined.

The Formal Appeal Process is as follows:

- Within five (5) days of the receipt of a notice of decision to effect adverse action, the employee must present a written notice of intent to appeal to the Executive Director. This should include a detailed response to the reasons given for adverse action. The employee shall request a hearing before the Personnel Committee.
- The Personnel Committee shall set a date for a hearing within ten (10) work days.
- The Personnel committee shall have the power to command the appearance of any other witnesses.
- The hearing will include only the Personnel Committee, the Board President, the employee and/or their representative, the Executive Director, his/her representative, witnesses called by either party and any representatives called by the Personnel Committee.
- Within five (5) working days of a hearing, a summary shall be made of all proceedings of the appeal meeting. The summary shall be signed by the parties concerned with such exceptions as they submit in writing. A copy shall be furnished to the employee and one placed in his/her personnel folder.
- Within five (5) working days of receiving an adverse decision, the employee may appeal to the full Board for further review. Such written notice of intent to appeal shall be presented to the Board President or his/her designee. After receiving the notice of appeal, the Board President shall copy and deliver to all Board Members the relevant documents (including the decision) from the hearing before the Personnel Committee. The Board will hear the matter within twenty-one (21) days. Such hearing will be held at the next regularly scheduled meeting or at a special meeting. The meeting shall be conducted in Executive Session.

The decision made by the full Board will be final.

XXII. ATTACHMENTS

**DISCRIMINATORY HARASSMENT POLICY
ACKNOWLEDGEMENT OF RECEIPT**

I, _____, hereby acknowledge receiving a copy of the Valley Opportunity Council, Inc.'s Discriminatory Harassment Policy. I understand it is my obligation to read and be familiar with the Policy.

Employee Signature

Date

EMPLOYEE ACKNOWLEDGEMENT

This Personnel Policy Handbook has been prepared for your information and understanding of the policies, practices and benefits of Valley Opportunity Council, Inc. Please read it carefully.

I, _____ (print name), hereby acknowledge receiving a copy of the *Valley Opportunity Council Personnel Policy Handbook*. I understand it is my obligation to read and be familiar with the policies contained in this Handbook. I understand that this Handbook outlines VOC’s goals, policies, benefits and expectations of its employees, as well as my responsibilities as an employee.

The Personnel Policy Handbook describes important information about VOC and I understand that I should consult the Director of Human Resources regarding any questions not answered in the Handbook. I have entered into my employment relationship with VOC voluntarily and acknowledge that there is no specified length of employment. Accordingly, either I or VOC can terminate the relationship at-will, with or without cause, at any time, so long as there is no violation of applicable federal or state law.

Since the information, policies and benefits described here are necessarily subject to change, I acknowledge that revisions to the Handbook may occur, with or without notice. Such changes may modify, supersede or eliminate the policies in the Handbook.

I have familiarized myself with the contents of this Handbook. By my signature below, I acknowledge, understand, accept and agree to comply with the information contained in this Handbook. I understand this Handbook is not intended to cover every situation that may arise during my employment, but is simply a general guide to the goals, policies, practices, benefits and expectations.

I understand that my employment is **at-will** and this Handbook is not a contract, expressed or implied, nor does it convey any expressed or implied promises that guarantee employment for a specific duration or otherwise.

Any changes to the policy will be communicated to effected individuals by available means to all impacted.

I acknowledge that I have read the policies that are contained within this Handbook.

Employee Signature

Date

Manager Signature

Date

PREGNANT WORKERS FAIRNESS ACT

The Pregnant Workers Fairness Act is effective April 1, 2018. It forbids discrimination against employees due to pregnancy or conditions related to pregnancy.

Under the Act, Valley Opportunity Council, Inc.:

- Cannot discriminate against employees due to pregnancy or a condition related to pregnancy.
- Must grant an employee a “reasonable accommodation” for an employee’s pregnancy or condition related to pregnancy, unless doing so would impose an “undue hardship” on Valley Opportunity Council, Inc.
- Cannot deny an employment opportunity to, or take an adverse (negative) action against, an employee because of the employee’s request for or use of a reasonable accommodation.
- Cannot make an employee accept a particular accommodation if another reasonable accommodation would allow the employee to perform the essential functions of the job, or require an employee to take a leave if another reasonable accommodation may be provided without undue hardship.
- Must communicate with the employee in a timely, good faith, interactive process, once Valley Opportunity Council, Inc. is on notice of the need for an accommodation in order to determine what accommodation may be needed.

A condition related to pregnancy can be during or after pregnancy, including but are not limited to, morning sickness, lactation, or the need to express breast milk.

An employee must notify Valley Opportunity Council of a need for a reasonable accommodation due to pregnancy or a pregnancy-related condition.

Valley Opportunity Council can generally require documentation about the need for accommodation from a health care professional that explains what accommodation the employee needs. Valley Opportunity Council cannot require documentation for an employee’s need for the following: (1) more frequent restroom, food or water breaks; (2) seating; (3) limits on lifting more than twenty (20) pounds; and (4) private, non-bathroom space for expressing breast milk.

Breaks to breastfeed or express breast milk may either be paid or unpaid under the law.

If the employee's work space is equivalent to a private, non-bathroom space, the employee may breastfeed or express breast milk at the workspace. If an employee has a private, non-bathroom space in which to work and is able to work while breastfeeding or expressing breast milk, the employee may continue working while doing so.

If you believe you have been discriminated against, you can file a complaint with (1) the Human Resources Office of Valley Opportunity Council at any time or (2) with the Massachusetts Commission Against Discrimination (MCAD) within 300 days of the date when the discriminatory act occurred. You do not have to have an attorney to file a claim (though you may hire an attorney). You can contact the MCAD at the information below.

Massachusetts Commission Against Discrimination

436 Dwight Street, Room 220
Springfield, MA 01103
(413) 739-2145

CONFIDENTIALITY AGREEMENT

The nature of services provided by the Valley Opportunity Council, Inc. requires that information be handled in a private, confidential manner.

Information about consumers who receive services through this Agency must not be released to outside agencies or to other parties without the prior written consent of those individuals involved. Furthermore, staff should not discuss clients or their situation amongst themselves or in a public forum unless authorized by senior program staff to do so in a case conference setting.

All memoranda, notes, reports or other documents will remain part of the Agency's confidential records.

Personal or identifying information about VOC consumers or staff members (such as names, addresses, phone numbers, Social Security numbers and financial information) will not be released to people not authorized by the nature of their duties to receive such information without the consent of both the individual and the senior program staff.

The only exceptions to this Policy will be to follow legal, regulatory guidelines, or as part of an audit.

Failure to adhere to this Policy will result in disciplinary actions, including termination.

I agree to abide by this Confidentiality Agreement.

Employee Signature

Date

CONFLICT OF INTEREST STATEMENT

To avoid any conflict of interest or the appearance of a conflict of interest that could tarnish the reputation of VOC as well as undermine the public's trust in all Community Action agencies, VOC volunteers and other representatives will:

- Avoid any activity or outside interest that conflicts or appears to conflict with the best interest of VOC.
- Disclose all known conflicts or potential conflicts of interest in any matter before the Board of Directors or any committee upon which they serve or support and withdraw from any discussion, review and/or vote in connection with such matter.
- Not knowingly take any action or make any statement intended to influence the conduct of VOC in such a way as to confer any financial benefit on themselves, their immediate family members or any organization in which they or their immediate family members have a significant interest as stakeholders, directors or officers.
- Decline any gift, gratuity or favor in the performance of VOC duties except for promotional items of nominal value and any food, transportation, lodging or entertainment unless directly related to VOC business.
- Refrain from influencing the selection of staff, consultants or vendors who are relatives or personal friends or affiliated with, employ or are employed by a person with whom they have a relationship that adversely affects the appearance of impartiality.
- Employees are cautioned to use good judgment in determining appropriate behavior to avoid any conflict of interest that might arise during the course of their employment at VOC, and avoid conflict which gives event and appearance of violating any of the standards contained in these Policies. In any transactions where there could be an appearance of personal interest in the outcome, the employee should bring this issue to the VOC Executive Director

Additional details on ethics, conduct and conflicts of interest for employees of VOC can be found in the Personnel Policies and Procedures Manual.

CONFLICT OF INTEREST – OPERATING PROCEDURES

1. Any program staff of VOC who is an immediate family member, as defined in Section VII of the Valley Opportunity Council Personnel Policy, who is a client in the program shall report this relationship to his/her supervisor and the Program Director. The supervisor will assure that the staff member will not participate in intake and eligibility determination of the known family member, and that the client is assigned to another family specialist.
2. All staff conducting intake, eligibility and billing procedures, as well as all supervisors/coordinators, will provide full written disclosure of family relationships they have to any program clients on an annual basis, or upon any change resulting from new clients who are family members of staff in these positions, to the Program Director. Employees are cautioned to use good judgment to be sure to report all known family relationships to their supervisors.
3. The staff person who has a family relationship with a client will not participate in any decision-making regarding services needed by the client.
4. The Program Director will review all eligibility determinations of any client in the program who is a family member or staff person in the program.
5. In case of a program employee who is requesting services, eligibility for services will be determined by the Program Director.
6. The Program Director shall maintain files of all clients who are related family members of staff and program employees receiving program services in a secured file cabinet in his/her office.
7. All program staff shall assure that all recipients of services receive the same level of services and shall be treated impartially.
8. Confidentiality shall be maintained at all times regarding all services delivered at the program site in accordance with VOC's Confidentiality Policy on the VOC Personnel Policy.
9. All new VOC employees will receive training in the VOC Conflict of Interest Policy and VOC Conflict of Interest Procedures as part of their employee orientation and will sign an acknowledgment that they have read and understood the Policy.

WHISTLEBLOWER

Valley Opportunity Council is committed to the highest possible standards of ethical, moral and legal business conduct. In line with this commitment and VOC's commitment to open communication, this Policy aims to provide an avenue for employees to raise concerns and to have reassurance that they will be protected from reprisals or victimization for whistleblowing in good faith. A whistleblower as defined in this Policy is an employee of VOC who reports an activity that he/she considers to be illegal or dishonest to the Director of Human Resources.

The Whistleblowing Policy is intended to cover good faith concerns that could have a large impact on VOC, such as actions that:

- May lead to incorrect financial reporting;
- Are a violation of federal, state or local laws;
- Are not in line with Agency policy, including the procedures of funding sources;
- Otherwise amount to questionable improper conduct, including billing for services not performed or for goods not delivered.

SAFEGUARDS

Harassment or Victimization/Retaliation

Harassment or victimization of the complainant will not be tolerated. VOC 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. The right of a whistleblower for protection against retaliation does not include immunity for any personal wrongdoing that is alleged and investigated.

Confidentiality

Our reporting procedures and investigation of complaints will be handled with the goal of protecting a complainant's identity. 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.

Anonymous Allegations

This Policy encourages employees to put their names to allegations because appropriate follow-up questions and investigation may not be possible unless the source of the information is identified. Concerns expressed anonymously will be investigated, and consideration will be given to:

- The seriousness of the issues raised;
- The credibility of the concern; and

- The likelihood of confirming the allegation from attributable sources.

False Allegations

The employee must exercise sound judgment to avoid baseless allegations. The employee who intentionally files a false report of wrongdoing will be subject to discipline, up to and including termination.

PROCEDURE

Reporting

The whistleblowing procedure is intended to be used for good faith and sensitive issues. Good faith concerns relating to financial reporting, unethical or illegal conduct should be reported to the Director of Human Resources at VOC.

– OR –

By mail to: Director of Human Resources
Valley Opportunity Council, Inc.
35 Mt. Carmel Avenue
Chicopee, MA 01013
(Envelope should be marked personal and confidential.)

Timing

The earlier a concern is expressed, the easier it is to take action.

Evidence

Although the employee is not expected to prove the truth of an allegation, the employee needs to demonstrate in good faith (normally by fact and example) to the Director of Human Resources that there are sufficient grounds for concern.

How the Complaint Will Be Handled

The action taken will depend on the nature of the concern. The Personnel Committee of the Valley Opportunity Council Board of Directors receives a report on each complaint and a follow-up report on actions taken.

Initial Inquiries

Initial inquiries will be made to determine whether an investigation is appropriate and the form it should take. Some concerns may be resolved by agreed action without the need for investigation.

Report to Complainant

The complainant will be given the opportunity to receive follow-up on their concern within two (2) weeks of the complaint being received:

- Acknowledging that the concern was received;
- Indicating who the matter will be dealt with;
- Giving an estimate of the time that it will take for final response;

- Telling them whether initial inquiries have been made;
- Telling them whether further investigations will follow and, if not, why not.

The amount of contact between the complainant and the body investigating the concern will depend on the nature of the issue and the clarity of information provided. Further information may be sought from the complainant.

Information

Subject to guidance from counsel, the complainant will receive information about the outcome of investigations.