EMPOWERING PEOPLE TO THRIVE | EST. 1968

People's Equal Action and Community Effort, Inc.

Employee Handbook

Our Mission:
Helping people in the community realize their potential for becoming self-sufficient

Updated Feb 2024

Table of Contents

SECTION I INTRODUCTION 1

Introduction 2
Preface 2
Executive director Statement 3
1.1 History of PEACE, Inc. 4
1.2 Our Mission 5
1.3 At Will Employment 5
1.4 Equal Employment Opportunity 5
1.5 Anti-Discrimination 6
1.6 Affirmative Action and Diversity 6
1.7 Policy against Workplace Harassment 7
1.7a Sexual Harassment and Discrimination Prevention Policy 8
1.7b What is Sexual Harassment? 9
1.7c Retaliation 12
1.7d Reporting Sexual Harassment 13
1.7e Supervisory Responsibilities 13
1.7f Bystander Intervention 14
1.7g Complaints and Investigations of Sexual Harassment 14
1.7h Legal Protections and External Remedies 15
1.8 Americans with Disabilities Act Policy Statement 17
1.9 Child and Vulnerable Adult -Abuse and Neglect Reporting Policy 18
1.9a Child Abuse Prevention 18
1.9b Reporting Procedures 19
1.9c Retaliation 20
1.10 Confidentiality Policy 20
1.10a Subpoenas & Service of Legal Documents 20
1.11 Conflicts of Interest 21
1.11a Employee Participation in Program Services 22
1.12 Acceptance of Gifts 22
1.13 Political Activity 22
1.14 Employment of Relatives 22
1.15 Outside Employment 23
1.16 Community Involvement 23
1.17 Fraud Policy 23
1.18 Whistleblower Protection 23
1.19 Personally Identifiable Information (PII) 25
1.20 HERO Act (Workforce Safety Obligations) 26
1.21 Prohibition of Discrimination Based on Reproductive Health Decision Making 27

SECTION II EMPLOYMENT 29

2.1 Pre-Employment Requirements 30
2.2 I-9 Forms 30

2.3 Pre-Employment Physicals 30
2.4 Background Checks 31
2.4a Head Start/Early Head Start Background Checks 32
2.5 Motor Vehicle Requirements 33
2.6 Introductory Period 33
2.6a Employee Orientation 34
2.7 Job Postings 34
2.7a Promotions 35
2.7b Transfers 35
2.7c Job Descriptions 35
2.8 Employment Categories 36
2.9 Work Schedules 37
2.10 Overtime 37
2.11 Work Week 38
2.12 Pay Check Distribution 38
2.12a Payroll Deductions 38
2.12b Travel/Expense Reimbursement 39
2.13 Timekeeping 39
2.14 Personnel Records 41
2.15 Voluntary Resignation 41
2.16 Involuntary Termination 42
2.17 Exit Information 43
2.18 Rehire 43

SECTION III COMPENSATION 44

3.1 Performance Management 45
3.2 Salary Administration 45
3.3 Cost-of-Living Adjustment (COLA) 46
3.4 Merit Increases 46
3.5 Incentive Compensation 46

SECTION IV TIME OFF 47

4.1 Holidays 48
4.2 Personal Time Off 48
4.2a Overtime 49
4.2b Maximum Hours 49
4.2c Personal Time Off Accrual 49
4.3 Sick Time 50
4.4 Head Start/Early Head Start Employees with Designated School Breaks Off 51
4.5 Leave-Without-Pay 52
4.6 Medical 52
4.7 Jury Duty 52
4.8 Bereavement Leave 53
4.9 Voting 53

4.10 Bone Marrow Donation Leave 53
4.11 Blood Donation Leave 54
4.12 Victims of Crime Leave 54
4.13 Break Time for Nursing Mothers 54
4.14 Attendance and Punctuality 55
4.15 Military Leave 57
4.16 Family and Medical Leave Act of 1993 (FMLA) 58
4.17 Leave of Absence 61
4.17a Leave of Absence for Volunteer Emergency Responders 62
4.18 Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) 62
4.19 Paid Family Medical Leave 64

SECTION V BENEFITS 66

5.1 Disclaimer 67
5.2 Health Insurance Portability and Accountability Act 67
5.3 Health, Dental and Vision Insurance 67
5.4 Short-Term Disability 68
5.5 Long-Term Disability 68
5.6 Workers' Compensation 69
5.7 401(k) Plan 69
5.8 Life Insurance and Accidental Death and Disability (AD&D) 70
5.9 Employee Assistance Program 70

SECTION VI ON THE JOB 71

6.1 Standards of Conduct 72
6.1a HS/EHS Standards of Conduct *[See also Standards of Conduct, Section 6.1]* 73
6.2 Non-Violence Policy 73
6.3 Safety 74
6.4 Substance Abuse/Drug and Alcohol Policy 75
6.5 Drug and Alcohol Testing 78
6.6 Technology Policy 79
6.6a USB/Mobile Device Encryption Policy 81
6.6b Email Policy 83
6.6c Internet 83
6.6d Employer Information and Property 83
6.6e Use of Computer System 84
6.6f Voice Mail Policy 84
6.7 Social Networking 85
6.8 Media Communication 86
6.9 Solicitations and Distributions 87
6.10 Bulletin Boards 88
6.11 Discipline 88
6.12 Grievance Procedure 88
6.13 Cell Phone Usage Policy 90

6.13a Company Owned and Supplied Devices or Vehicles 90
6.13b Personal Cell Phones..... 90
6.14 Non-Smoking Policy 90
6.15 Personal Appearance 91
6.16 Agency Closing 92
6.16a Emergency Disaster Planning and Closing 92
6.16b Remote Work Policy 92

Attorney Review: March 21, 2024

Approved: EEO/Personnel Committee

Approved: Head Start/Early Head Start Policy Council

Approved: Board of Directors (full board)

Each employee is required to acknowledge receipt of the Employee Handbook.

SECTION I INTRODUCTION

Introduction

The following pages contain information regarding many of the policies and procedures of PEACE, Inc., which is also referred to as the Agency throughout this handbook.

This handbook is intended only to outline the employment policies, procedures and benefits of PEACE, Inc. The manual is not intended to be all-inclusive and should not be considered to be an employment contract. No member of management has the authority to bind PEACE, Inc. to any of the terms or provisions contained in these policies.

If you have questions or need assistance reviewing this document, you may contact the human resources department.

Preface

People's Equal Action and Community Effort, Incorporated (PEACE, Inc.) is a community action agency that has the primary function to empower people to become self-sufficient by providing services to the community through a number of programs.

PEACE, Inc., is governed by a board of directors that oversees and approves policies. The executive director has general authority for human resources and may delegate or defer that authority as necessary. The human resources function is delegated through the executive director to interpret policies and procedures as they apply to all departments and employees subject to review by the executive director. Directors, supervisors, and managers have the responsibility for knowing and applying the provisions of these policies in cooperation with human resources to ensure the uniform interpretation of the policies.

This employee handbook is intended to assure fair and uniform application of human resource practices consistent with the mission and values of PEACE, Inc.

The policies and procedures in this handbook apply to all employees and programs under the umbrella of PEACE, Inc., including full-time, part-time, and temporary staff. Some policies and procedures may also apply to volunteers and interns.

Rules, policies, or any written statements in this handbook are not contracts of employment and are subject to change, without notice, to conform to federal or state laws, terms of benefit plans, or otherwise at the discretion of the Agency.

As necessary, the Agency may delete, amend, or modify policies. All efforts will be made to communicate any changes in policies and procedures to employees in a timely manner. Recommendations regarding improvements in policies are encouraged and can be submitted to the human resources department. All changes must be approved by the executive director and the appropriate governing bodies as required by the grantors.

Dear Colleague:

On behalf of all of us who work at PEACE, Inc., I welcome you and wish you all the best.

Our mission is to "help people in the community realize their potential for becoming self-sufficient." Working together we can achieve this important goal.

As a Community Action Agency, we recognize that our employees are our most valuable resources and the success of the Agency depends upon you and your fellow staff members.

This employee handbook was developed to help you become familiar with PEACE, Inc., and to outline the policies, programs, and benefits available to you. As you review this handbook, I hope many questions regarding your employment with PEACE, Inc., will be answered.

Periodically, it may be necessary to amend some of our policies and/or procedures. You will be informed if changes are made and their effective date. Although this handbook is not an employment contract, we hope it will be a valuable tool in helping you perform your duties.

We are pleased you have decided to join the PEACE, Inc. family. We believe your work at PEACE, Inc., will be enjoyable, challenging, and most of all rewarding. Should you have any questions regarding any policies, please ask your supervisor or contact the human resources department at (315) 470-3300.

Sincerely,

Carolyn D. Brown

Carolyn D. Brown
Executive director

1.1 History of PEACE, Inc.

PEACE, Inc. (People's Equal Action and Community Effort, Inc.) is a non-profit community action agency founded *as a result of the* "Economic Opportunity Act" of 1964. In August 1968, PEACE, Inc. was designated by the federal government as the "community action agency" for Onondaga County in New York State. PEACE, Inc. was charged with helping low-income individuals become more independent; helping low-income individuals have a stake in their community; and assisting vulnerable populations achieve their potential by strengthening family and other supportive systems.

In 1968, PEACE, Inc. began with a staff of twenty (20) employees in two sites with three (3) programs and served approximately 150 clients. Now 50 years later, the Agency employs a staff of approximately 400 employees located in 50 sites and operates 21 programs that service about 10,000 clients annually.

Programs of PEACE, Inc.

- **Big Brothers Big Sisters (BBBS)** improves the lives of school-aged children through a variety of mentoring programs, including school-based, workplace, and one-to-one mentoring.

- **Energy and Housing Services** reduces the energy burden on our clients in Onondaga and Oswego Counties by providing cost-effective, energy-efficient solutions to households with low and moderate incomes.

- **Family Resource Centers** are safe, secure neighborhood hubs where trained staff provides emergency assistance, advocacy, support services, employment support, youth activities, and family development to low-income individuals.

- **Foster Grandparent Program** provides senior citizens the opportunity to share their time and talents mentoring at-risk children in our community.

- **Frank DeFrancisco Eastwood Community Center** offers residents of Eastwood neighborhood, particularly seniors, opportunities to socialize, volunteer, learn, and contribute to their community.

- **Free Tax Prep** trains and supports volunteers who prepare and e-file tax returns for people with low to moderate income so they can receive the largest refund possible and access all eligible tax credits.

- **Head Start/Early Head Start** prepares children for kindergarten by offering a comprehensive, family-focused, early childhood education program that serves pregnant women and children birth to five years old.

- **Senior Nutrition** provides healthy meals to seniors using nutritious, local, and fresh ingredients. Seniors gather at dining rooms throughout the county to eat together, share stories, and build friendships.

- **Senior Supports** helps to connect isolated and homebound senior citizens to the services they need to live independently and remain in their own home

PEACE, Inc. believes in the strength of the human spirit and is dedicated to changing people's lives, improving communities and making Onondaga County and New York State a better place to live. PEACE, Inc. cares about the community and is dedicated to helping people help themselves and each other.

1.2 Our Mission

All PEACE, Inc. employees and volunteers have the obligation to promote good will for the Agency by observing the Mission and Core Values in the workplace.

Mission Statement*:*	*Helping people in the community realize their potential for becoming self-sufficient.*
Core Values Integrity:	*We commit to honesty, loyalty and professionalism.*
Teamwork:	*We commit to supporting and encouraging each other to achieve the mission of our Agency.*
Commitment:	*We commit to having a dedicated course of action that results in selfless service.*
Respect:	*We commit to valuing the uniqueness of all individuals.*

1.3 At Will Employment

Employment with PEACE, Inc. is **"at will."** Employees are free to resign at any time for any reason however, proper advance notice is requested. ***[See Voluntary Resignation, Section 2.15]*** and ***[See Involuntary Termination, Section 2.16].*** Similarly, the Agency is free to determine when employment of any employee is not in the best interest of the Agency, and to terminate that employee at any time.

The policies, procedures, or benefits referenced in this handbook do not constitute an employment contract, and are subject to change without notice to conform with federal or state laws, terms of benefits plans, or otherwise at the discretion of PEACE, Inc.

1.4 Equal Employment Opportunity

PEACE, Inc. is an equal opportunity employer. In accordance with applicable federal, state and local laws, this Agency policy prohibits discrimination on the basis of race, creed, color, sex, age, marital/familial status, physical or mental disability, religion, national origin, veteran status, arrest record, genetic carrier traits, sexual orientation, gender identity, domestic violence victim or any other protected status.

This policy applies to all terms and conditions of employment, including but not limited to: hiring, placement, promotion, termination, layoff, transfer, leave of absence, compensation, training, disciplinary actions, or any other aspect of personnel administration.

It is the policy of PEACE, Inc. to hire and promote the most qualified candidate measured against the requirements of each position, and to provide equal employment and advancement opportunity for all individuals without discrimination.

1.5 Anti-Discrimination

Discrimination on the basis of age, sex, disability, race, color, national origin, religion, sexual orientation, marital/familial status, political or religious opinions or affiliations, membership or non-membership in employee organizations, or any other non-merit factor or other category or characteristic protected by applicable law, will not be permitted or condoned. Racial, sexual, age or disability-related, or ethnic slurs and insults are inappropriate and violate the Agency's equal employment opportunity policy, and may also violate Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Americans With Disabilities Act, and/or other applicable laws and amendments.

All employees are expected to cooperate fully in implementing this policy. Any employee who feels he/she has been discriminated against must promptly report the conduct to his/her immediate supervisor, program director, or human resources. ***[See Harassment, Section 1.7]***

Employees who witness acts of discrimination are encouraged to make a report to a supervisor, program director or human resources. Any supervisor or program director that is made aware of harassment has an obligation to promptly report it to human resources or to the executive director.

PEACE, Inc. prohibits any form of retaliation against any employee who, in good faith, files a complaint under this policy or who, in good faith, assists in a complaint investigation.

Any employee who engages in conduct prohibited by this policy is subject to appropriate disciplinary action up to and including termination.

1.6 Affirmative Action and Diversity

PEACE, Inc. makes every effort to ensure that our workforce represents the diversity of our labor market.

PEACE, Inc. embraces a work environment that welcomes individuals' diversity – race, gender, nationality, age, and lifestyle. The Agency is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits discriminatory practices, including harassment. Therefore, PEACE, Inc. expects that all interactions among persons in the workplace will be free of bias, prejudice and harassment. ***[See Anti-Discrimination, Section 1.5]*** and ***[See Policy against Workplace Harassment, Section 1.7]***

1.7 Policy against Workplace Harassment

PEACE, Inc. is committed to maintaining a work environment that is free from harassment, where employees at all levels of the Agency are able to devote their full attention and best efforts to the job. Harassment, either intentional or unintentional, will not be tolerated in the workplace. PEACE, Inc. prohibits and will not allow any form of harassment of, or by, any employee or individual within the Agency (whether managerial or non-managerial) based on race, color, religion, sex, national origin, age, disability, (physical or mental) unrelated to the ability to perform a job, or any other characteristic protected by federal, state or local law and/or regulations.

This policy applies to all work-related settings and activities, whether inside or outside the workplace, and includes business trips and business-related social events.

PEACE, Inc.'s property (e.g. telephones, copy machines, fax machines, computers, and computer applications such as email and Internet access) may not be used to engage in conduct that violates this policy. ***[See Technology Policy, Section 6.6]***

This policy also covers employees and other individuals who have a relationship with PEACE, Inc. i.e., volunteers, clients, vendors.

Sexual Harassment

PEACE, Inc. is committed to maintaining a workplace free from harassment and discrimination. Sexual harassment is a form of workplace discrimination that subjects an employee to inferior conditions of employment due to their gender, gender identity, gender expression (perceived or actual), and/or sexual orientation. Sexual harassment is often viewed simply as a form of gender-based discrimination, but PEACE, Inc. recognizes that discrimination can be related to or affected by other identities beyond gender. Under the New York State Human Rights Law, it is illegal to discriminate based on sex, sexual orientation, gender identity or expression, age, race, creed, color, national origin, military status, disability, pre-disposing genetic characteristics, familial status, marital status, criminal history, or status as a victim of domestic violence. Our different identities impact our understanding of the world and how others perceive us. For example, an individual's race, ability, or immigration status may impact their experience with gender discrimination in the workplace. While this policy is focused on sexual harassment and gender discrimination, the methods for reporting and investigating discrimination based on other protected identities are the same. The purpose of this policy is to teach employees to recognize discrimination, including discrimination due to an individual's intersecting identities, and provide the tools to take action when it occurs. All employees, managers, and supervisors are required to work in a manner designed to prevent sexual harassment and discrimination in the workplace. This policy is one component of PEACE, Inc.'s commitment to a discrimination-free work environment.

Goals of this Policy

Sexual harassment and discrimination are against the law. After reading this policy, employees will understand their right to a workplace free from harassment. Employees will also learn what harassment and discrimination look like, what actions they can take to prevent and report harassment, and how they are protected from retaliation after taking action. The policy will also explain the investigation process into any claims of harassment. Employees must report sexual harassment or

discrimination by filing a complaint internally to PEACE, Inc.'s human resources department. More information on how to file a complaint is in section 1.7d below.

1.7a Sexual Harassment and Discrimination Prevention Policy

1. PEACE, Inc.'s policy applies to all employees, applicants for employment, and interns, whether paid or unpaid. The policy also applies to additional covered individuals. It applies to anyone who is (or is employed by) a contractor, subcontractor, vendor, consultant, or anyone providing services in our workplace. These individuals include persons commonly referred to as independent contractors, gig workers, and temporary workers. Also included are persons providing equipment repair, cleaning services, or any other services through a contract with PEACE, Inc. For the remainder of this policy, we will use the term "covered individual" to refer to these individuals who are not direct employees of the Agency.
2. Sexual harassment is unacceptable. Any employee or covered individual who engages in sexual harassment, discrimination, or retaliation will be subject to action, including appropriate discipline for employees. In New York, harassment does not need to be severe or pervasive to be illegal. Employees and covered individuals should not feel discouraged from reporting harassment because they do not believe it is bad enough, or conversely because they do not want to see a colleague fired over less severe behavior. Just as harassment can happen in different degrees, potential discipline for engaging in sexual harassment will depend on the degree of harassment and might include education and counseling. It may lead to suspension or termination when appropriate.
3. Retaliation is prohibited. Any employee or covered individual that reports an incident of sexual harassment or discrimination, provides information, or otherwise assists in any investigation of a sexual harassment or discrimination complaint is protected from retaliation. No one should fear reporting sexual harassment if they believe it has occurred. So long as a person reasonably believes that they have witnessed or experienced such behavior, they are protected from retaliation. Any employee of PEACE, Inc. who retaliates against anyone involved in a sexual harassment or discrimination investigation will face disciplinary action, up to and including termination. All employees and covered individuals working in the workplace who believe they have been subject to such retaliation should inform a supervisor, manager, or human resources staff member. All employees and covered individuals who believe they have been a target of such retaliation may also seek relief from government agencies, as explained below in the section on legal protections.
4. Discrimination of any kind, including sexual harassment, is a violation of our policies, is unlawful, and may subject PEACE, Inc. to liability for the harm experienced by targets of discrimination. Harassers may also be individually subject to liability and employers or supervisors who fail to report or act on harassment may be liable for aiding and abetting such behavior. Employees at every level who engage in harassment or discrimination, including managers and supervisors who engage in harassment or discrimination or who allow such behavior to continue, will be penalized for such misconduct.
5. PEACE, Inc. will conduct a prompt and thorough investigation that is fair to all parties. An investigation will happen whenever management receives a complaint about discrimination or sexual harassment, or when it otherwise knows of possible discrimination or sexual harassment occurring. PEACE, Inc. will keep the investigation confidential to the extent possible. If an

investigation ends with the finding that discrimination or sexual harassment occurred, PEACE, Inc. will act as required. In addition to any required discipline, PEACE, Inc. will also take steps to ensure a safe work environment for the employee(s) who experienced the discrimination or harassment. All employees, including managers and supervisors, are required to cooperate with any internal investigation of discrimination or sexual harassment.

6. All employees and covered individuals must report any harassment or behaviors that violate this policy. All employees will have access to a complaint form to report harassment and file complaints. Use of this form is not required. For anyone who would rather make a complaint verbally, or by email, these complaints will be treated with equal priority. Employees may also report harassment to the New York State Division of Human Rights and/or the United States Equal Employment Opportunity Commission. Complaints may be made to both the employer and a government agency. Managers and supervisors are required to report any complaint that they receive, or any harassment that they observe or become aware of, to the human resources department.
7. This policy applies to all employees and covered individuals, such as contractors, subcontractors, vendors, consultants, or anyone providing services in the workplace, and all must follow and uphold this policy. This policy must be provided to all employees in person or digitally through email/and or on the Agency's network upon hiring and will be posted prominently in all work locations.

1.7b What is Sexual Harassment?

Sexual harassment is a form of gender-based discrimination that is unlawful under federal, state, and (where applicable) local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity, and the status of being transgender. Sexual harassment is not limited to sexual contact, touching, or expressions of a sexually suggestive nature. Sexual harassment includes all forms of gender discrimination including gender role stereotyping and treating employees differently because of their gender.

Understanding gender diversity is essential to recognizing sexual harassment because discrimination based on sex stereotypes, gender expression and perceived identity are all forms of sexual harassment. The gender spectrum is nuanced, but the three most common ways people identify are cisgender, transgender, and non-binary. A cisgender person is someone whose gender aligns with the sex they were assigned at birth. Generally, this gender will align with the binary of male or female. A transgender person is someone whose gender is different than the sex they were assigned at birth. A non-binary person does not identify exclusively as a man or a woman. They might identify as both, somewhere in between, or completely outside the gender binary. Some may identify as transgender, but not all do. Respecting an individual's gender identity is a necessary first step in establishing a safe workplace.

Sexual harassment is unlawful when it subjects an individual to inferior terms, conditions, or privileges of employment. Harassment does not need to be severe or pervasive to be illegal. It can be any harassing behavior that rises above petty slights or trivial inconveniences. Every instance of harassment is unique to those experiencing it, and there is no single boundary between petty slights and harassing behavior. However, the Human Rights Law specifies that whether harassing conduct is considered petty or trivial is to be viewed from the standpoint of a reasonable victim of discrimination with the same

protected characteristics. Generally, any behavior in which an employee or covered individual is treated worse because of their gender (perceived or actual), sexual orientation, or gender expression is considered a violation of PEACE, Inc.'s policy. The intent of the behavior, for example, making a joke, does not neutralize a harassment claim. Not intending to harass is not a defense. The impact of the behavior on a person is what counts. Sexual harassment includes any unwelcome conduct which is either directed at an individual because of that individual's gender identity or expression (perceived or actual), or is of a sexual nature when:

- The purpose or effect of this behavior unreasonably interferes with an individual's work performance or creates an intimidating, hostile or offensive work environment. The impacted person does not need to be the intended target of the sexual harassment;
- Employment depends implicitly or explicitly on accepting such unwelcome behavior; or
- Decisions regarding an individual's employment are based on an individual's acceptance to or rejection of such behavior. Such decisions can include what shifts and how many hours an employee might work, project assignments, as well as salary and promotion decisions.

There are two main types of sexual harassment:

- Behaviors that contribute to a **hostile work environment** include, but are not limited to, words, signs, jokes, pranks, intimidation, or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex, gender identity, or gender expression. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory, or discriminatory statements which an employee finds offensive or objectionable, causes an employee discomfort or humiliation, or interferes with the employee's job performance.
- Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions, or privileges of employment. This is also called **quid pro quo** harassment.

Any employee or covered individual who feels harassed must report the behavior so that any violation of this policy can be corrected promptly. Any harassing conduct, even a single incident, can be discrimination and is covered by this policy.

Examples of Sexual Harassment

The following describes some of the types of acts that may be unlawful sexual harassment and that are strictly prohibited. **This list is just a sample of behaviors and should not be considered exhaustive.** Any employee who believes they have experienced sexual harassment, even if it does not appear on this list, should feel encouraged to report it:

- Physical acts of a sexual nature, such as:
    - Touching, pinching, patting, kissing, hugging, grabbing, brushing against another employee's body, or poking another employee's body; or
    - Rape, sexual battery, molestation, or attempts to commit these assaults, which may be considered criminal conduct outside the scope of this policy (please contact local law enforcement if you wish to pursue criminal charges).

- Unwanted sexual comments, advances, or propositions, such as:
    - Requests for sexual favors accompanied by implied or overt threats concerning the target's job performance evaluation, a promotion, or other job benefits;
        - This can include sexual advances/pressure placed on a service industry employee by customers or clients, especially those industries where hospitality and tips are essential to the customer/employee relationship;
    - Subtle or obvious pressure for unwelcome sexual activities; or
    - Repeated requests for dates or romantic gestures, including gift-giving.
- Sexually oriented gestures, noises, remarks or jokes, or questions and comments about a person's sexuality, sexual experience, or romantic history which create a hostile work environment. This is not limited to interactions in person. Remarks made over virtual platforms and in messaging apps when employees are working remotely can create a similarly hostile work environment.
- Sex stereotyping, which occurs when someone's conduct or personality traits are judged based on other people's ideas or perceptions about how individuals of a particular sex should act or look:
    - Remarks regarding an employee's gender expression, such as wearing a garment typically associated with a different gender identity; or
    - Asking employees to take on traditionally gendered roles, such as asking a woman to serve meeting refreshments when it is not part of, or appropriate to, her job duties.
- Sexual or discriminatory displays or publications anywhere in the workplace, such as:
    - Displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials, or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace;
    - This also extends to the virtual or remote workspace and can include having such materials visible in the background of one's home during a virtual meeting.
- Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity, or gender expression, such as:
    - Interfering with, destroying, or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job;
    - Sabotaging an individual's work;
    - Bullying, yelling, or name-calling;
    - Intentional misuse of an individual's preferred pronouns; or
    - Creating different expectations for individuals based on their perceived identities:
        - Dress codes that place more emphasis on women's attire;
        - Leaving parents/caregivers out of meetings.

Who can be a target of sexual harassment?

Sexual harassment can occur between any individuals, regardless of their sex or gender. Harassment does not have to be between members of the opposite sex or gender. New York Law protects employees and all covered individuals described earlier in the policy. Harassers can be anyone in the workplace. A supervisor, a supervisee, or a coworker can all be harassers. Anyone else in the workplace can also be harassers including an independent contractor, contract worker, vendor, client, customer, patient, constituent, or visitor.

Sexual harassment does not happen in a vacuum and discrimination experienced by an employee can be impacted by biases and identities beyond an individual's gender. For example:

- Placing different demands or expectations on black women employees than white women employees can be both racial and gender discrimination;
- An individual's immigration status may lead to perceptions of vulnerability and increased concerns around illegal retaliation for reporting sexual harassment; or
- Past experiences as a survivor of domestic or sexual violence may lead an individual to feel re-traumatized by someone's behaviors in the workplace.

Individuals bring personal history with them to the workplace that might impact how they interact with certain behavior. It is especially important for all employees to be aware of how words or actions might impact someone with a different experience than their own in the interest of creating a safe and equitable workplace.

Where can sexual harassment occur?
Unlawful sexual harassment is not limited to the physical workplace itself. It can occur while employees are traveling for business or at employer or industry sponsored events or parties. Calls, texts, emails, and social media usage by employees or covered individuals can constitute unlawful workplace harassment, even if they occur away from the workplace premises, on personal devices, or during non-work hours.

Sexual harassment can occur when employees are working remotely from home as well. Any behaviors outlined above that leave an employee feeling uncomfortable, humiliated, or unable to meet their job requirements constitute harassment even if the employee or covered individual is at home when the harassment occurs. Harassment can happen on virtual meeting platforms, in messaging apps, and after working hours between personal cell phones.

1.7c Retaliation

Retaliation is unlawful and is any action by an employer or supervisor that punishes an individual upon learning of a harassment claim, that seeks to discourage a worker or covered individual from making a formal complaint or supporting a sexual harassment or discrimination claim, or that punishes those who have come forward. These actions need not be job-related or occur in the workplace to constitute unlawful retaliation. For example, threats of physical violence outside of work hours or disparaging someone on social media would be covered as retaliation under this policy.

Examples of retaliation may include, but are not limited to:

- Demotion, termination, denying accommodations, reduced hours, or the assignment of less desirable shifts;
- Publicly releasing personnel files;
- Refusing to provide a reference or providing an unwarranted negative reference;
- Labeling an employee as "difficult" and excluding them from projects to avoid "drama";

- Undermining an individual's immigration status; or
- Reducing work responsibilities, passing over for a promotion, or moving an individual's desk to a less desirable office location.

Such retaliation is unlawful under federal, state, and (where applicable) local law. The New York State Human Rights Law protects any individual who has engaged in "protected activity." Protected activity occurs when a person has:

- Made a complaint of sexual harassment or discrimination, either internally or with any government agency;
- Testified or assisted in a proceeding involving sexual harassment or discrimination under the
- Human Rights Law or any other anti-discrimination law;
- Opposed sexual harassment or discrimination by making a verbal or informal complaint to management, or by simply informing a supervisor or manager of suspected harassment;
- Reported that another employee has been sexually harassed or discriminated against; or
- Encouraged a fellow employee to report harassment.

Even if the alleged harassment does not turn out to rise to the level of a violation of law, the individual is protected from retaliation if the person had a good faith belief that the practices were unlawful. However, the retaliation provision is not intended to protect persons making intentionally false charges of harassment.

1.7d Reporting Sexual Harassment

Everyone must work toward preventing sexual harassment, but leadership matters. Supervisors and managers have a special responsibility to make sure employees feel safe at work and that workplaces are free from harassment and discrimination. Any employee or covered individual must report harassing or discriminatory behavior to the human resources department. Anyone who witnesses or becomes aware of potential instances of sexual harassment must report such behavior to the human resources department.

Reports of sexual harassment may be made verbally or in writing. A written complaint form is attached to this policy if an employee would like to use it, but the complaint form is not required. Employees who are reporting sexual harassment on behalf of other employees may use the complaint form and should note that it is on another employee's behalf. A verbal or otherwise written complaint (such as an email) on behalf of oneself or another employee is also acceptable.

Employees and covered individuals who believe they have been a target of sexual harassment may at any time seek assistance in additional available forums, as explained below in the section on Legal Protections.

1.7e Supervisory Responsibilities

Supervisors and managers have a responsibility to prevent sexual harassment and discrimination. All supervisors and managers who receive a complaint or information about suspected sexual harassment,

observe what may be sexually harassing or discriminatory behavior, or for any reason suspect that sexual harassment or discrimination is occurring, are required to report such suspected sexual harassment to the human resources department. Managers and supervisors should not be passive and wait for an employee to make a claim of harassment. If they observe such behavior, they must act.

Supervisors and managers can be disciplined if they engage in sexually harassing or discriminatory behavior themselves. Supervisors and managers can also be disciplined for failing to report suspected sexual harassment or allowing sexual harassment to continue after they know about it.

Supervisors and managers will also be subject to discipline for engaging in any retaliation. While supervisors and managers have a responsibility to report harassment and discrimination, supervisors and managers must be mindful of the impact that harassment and a subsequent investigation has on victims. Being identified as a possible victim of harassment and questioned about harassment and discrimination can be intimidating, uncomfortable and re-traumatizing for individuals. Supervisors and managers must accommodate the needs of individuals who have experienced harassment to ensure the workplace is safe, supportive, and free from retaliation for them during and after any investigation.

1.7f Bystander Intervention

Any employee witnessing harassment as a bystander must report it. A supervisor or manager that is a bystander to harassment is required to report it. There are five standard methods of bystander intervention that can be used when anyone witnesses harassment or discrimination and wants to help.

1. A bystander can interrupt the harassment by engaging with the individual being harassed and distracting them from the harassing behavior;
2. A bystander who feels unsafe interrupting on their own can ask a third party to help intervene in the harassment;
3. A bystander can record or take notes on the harassment incident to benefit a future investigation;
4. A bystander might check in with the person who has been harassed after the incident, see how they are feeling and let them know the behavior was not ok; and
5. If a bystander feels safe, they can confront the harassers and name the behavior as inappropriate.

When confronting harassment, physically assaulting an individual is never an appropriate response. Though not exhaustive, and dependent on the circumstances, the guidelines above can serve as a brief guide of how to react when witnessing harassment in the workplace. Any employee witnessing harassment as a bystander must report it. A supervisor or manager that is a bystander to harassment is required to report it. PEACE, Inc. cannot stop harassment unless it knows about it.

1.7g Complaints and Investigations of Sexual Harassment

All complaints or information about sexual harassment will be investigated, whether that information was reported in verbal or written form. An investigation of any complaint, information, or knowledge of suspected sexual harassment will be prompt, thorough, and started and completed as soon as possible. The investigation will be kept confidential to the extent possible. All individuals involved,

including those making a harassment claim, witnesses, and alleged harassers deserve a fair and impartial investigation. Any employee may be required to cooperate as needed in an investigation of suspected sexual harassment. PEACE, Inc. will take disciplinary action against anyone engaging in retaliation against employees who file complaints, support another's complaint, or participate in harassment investigations. PEACE, Inc. recognizes that participating in a harassment investigation can be uncomfortable and has the potential to re-traumatize an employee. Those receiving claims and leading investigations will handle complaints and questions with sensitivity toward those participating.

While the process may vary from case to case, investigations will be done in accordance with the following steps. Upon receipt of a complaint, the human resources department:

1. Will conduct a prompt review of the allegations, assess the appropriate scope of the investigation, and take any interim actions (for example, instructing the individual(s) about whom the complaint was made to refrain from communications with the individual(s) who reported the harassment), as appropriate. If the complaint is verbal, request that the individual complete the complaint form in writing. If the person reporting prefers not to fill out the form, the person receiving the verbal complaint will prepare a complaint form or equivalent documentation based on the verbal reporting;
2. Will take steps to obtain, review, and preserve documents sufficient to assess the allegations, including documents, emails or phone records that may be relevant to the investigation. The human resources department will consider and implement appropriate document request, review, and preservation measures, including for electronic communications;
3. Will seek to interview all parties involved, including any relevant witnesses;
4. Will create a written documentation of the investigation (such as a letter, memo or email), which contains the following:
    a. A list of all documents reviewed, along with a detailed summary of relevant documents;
    b. A list of names of those interviewed, along with a detailed summary of their statements;
    c. A timeline of events;
    d. A summary of any prior relevant incidents disclosed in the investigation, reported or unreported; and
    e. The basis for the decision and final resolution of the complaint, together with any corrective action(s).
5. Will keep the written documentation and associated documents in a secure and confidential location;
6. Will promptly notify the individual(s) who reported the harassment and the individual(s) about whom the complaint was made that the investigation has been completed and implement any corrective actions identified in the written document; and
7. Will inform the individual(s) who reported of the right to file a complaint or charge externally as outlined in the next section.

1.7h Legal Protections and External Remedies

Sexual harassment is not only prohibited by PEACE, Inc., but it is also prohibited by state, federal, and, where applicable, local law.

The internal process outlined in the policy above is one way for employees to report sexual harassment.

Employees and covered individuals may also choose to pursue legal remedies with the following governmental entities. While a private attorney is not required to file a complaint with a governmental agency, you may also seek the legal advice of an attorney.

New York State Division of Human Rights

The New York State Human Rights Law (HRL), N.Y. Executive Law, art. 15, § 290 et seq., applies to all employers in New York State and protects employees and covered individuals, regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with the New York State Division of Human Rights (DHR) or in New York State Supreme Court.

Complaints of sexual harassment filed with DHR may be submitted any time **within three years** of the harassment. If an individual does not file a complaint with DHR, they can bring a lawsuit directly in state court under the Human Rights Law, **within three years** of the alleged sexual harassment. An individual may not file with DHR if they have already filed a HRL complaint in state court. Complaining internally to PEACE, Inc. does not extend your time to file with DHR or in court. The three years are counted from the date of the most recent incident of harassment.

You do not need an attorney to file a complaint with DHR, and there is no cost to file with DHR.

DHR will investigate your complaint and determine whether there is probable cause to believe that sexual harassment has occurred. Probable cause cases receive a public hearing before an administrative law judge. If sexual harassment is found at the hearing, DHR has the power to award relief. Relief varies but it may include requiring your employer to take action to stop the harassment, or repair the damage caused by the harassment, including paying of monetary damages, punitive damages, attorney's fees, and civil fines.

DHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458. You may call (718) 741-8400 or visit: www.dhr.ny.gov. Go to dhr.ny.gov/complaint for more information about filing a complaint with DHR. The website has a digital complaint process that can be completed on your computer or mobile device from start to finish.

The website has a complaint form that can be downloaded, filled out, and mailed to DHR as well as a form that can be submitted online. The website also contains contact information for DHR's regional offices across New York State.

Call the DHR sexual harassment hotline at **1(800) HARASS-3** for more information about filing a sexual harassment complaint. This hotline can also provide you with a referral to a volunteer attorney experienced in sexual harassment matters who can provide you with limited free assistance and counsel over the phone.

The United States Equal Employment Opportunity Commission

The United States Equal Employment Opportunity Commission (EEOC) enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act, 42 U.S.C. § 2000e et seq. An individual can file a complaint with the EEOC anytime within 300 days from the most recent incident of harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint and determine whether there is reasonable cause to believe that discrimination has occurred. If the

EEOC determines that the law may have been violated, the EEOC will try to reach a voluntary settlement with the employer. If the EEOC cannot reach a settlement, the EEOC (or the Department of Justice in certain cases) will decide whether to file a lawsuit. The EEOC will issue a Notice of Right to Sue permitting workers to file a lawsuit in federal court if the EEOC closes the charge, is unable to determine if federal employment discrimination laws may have been violated, or believes that unlawful discrimination occurred by does not file a lawsuit.

Individuals may obtain relief in mediation, settlement or conciliation. In addition, federal courts may award remedies if discrimination is found to have occurred. In general, private employers must have at least 15 employees to come within the jurisdiction of the EEOC.

An employee alleging discrimination at work can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (TTY: 1-800-669-6820), visiting their website at www.eeoc.gov or via email at info@eeoc.gov.

If an individual filed an administrative complaint with the New York State Division of Human Rights, DHR will automatically file the complaint with the EEOC to preserve the right to proceed in federal court.

Local Protections

Many localities enforce laws protecting individuals from sexual harassment and discrimination. An individual should contact the county, city or town in which they live to find out if such a law exists. For example, employees who work in New York City may file complaints of sexual harassment or discrimination with the New York City Commission on Human Rights. Contact their main office at Law Enforcement Bureau of the NYC Commission on Human Rights, 22 Reade Street, 1st Floor, New York, New York; call 311 or (212) 306-7450; or visit www.nyc.gov/html/cchr/html/home/home.shtml.

Contact the Local Police Department

If the harassment involves unwanted physical touching, coerced physical confinement, or coerced sex acts, the conduct may constitute a crime. Those wishing to pursue criminal charges are encouraged to contact their local police department.

The policy outlined above is aimed at providing employees at PEACE, Inc. and covered individuals an understanding of their right to a discrimination and harassment free workplace. All employees should feel safe at work. Though the focus of this policy is on sexual harassment and gender discrimination, the New York State Human Rights law protects against discrimination in several protected classes including sex, sexual orientation, gender identity or expression, age, race, creed, color, national origin, military status, disability, pre-disposing genetic characteristics, familial status, marital status, criminal history, or domestic violence survivor status. The prevention policies outlined above should be considered applicable to all protected classes.

1.8 Americans with Disabilities Act Policy Statement

In compliance with applicable laws ensuring equal employment opportunities to all qualified individuals with disabilities, the Agency will make efforts to provide reasonable accommodations

where feasible for known physical or mental limitations, unless undue hardship to the Agency would result.

Any request for accommodations by an employee to perform the essential functions of his/her job must be reported to the Human Resources Department. Upon receipt, a member of the Human Resources Department will meet with the employee and supervisor to discuss and identify the precise limitations resulting from the disability and the potential accommodation request. Employees are expected to participate in this interactive process.

Accommodation requests will be reviewed to determine the feasibility of the requested accommodation considering various factors including, but not limited to the nature and cost of the accommodation, the accommodations impact on the operation of the Agency including its impact on the ability of other employees to perform their duties, and the Agency's ability to conduct business.

The Agency reserves the right to implement what it deems to be the most feasible and reasonable accommodation.

1.9 Child and Vulnerable Adult -Abuse and Neglect Reporting Policy

All employees of PEACE, Inc. are mandated reporters of child abuse and adult abuse and neglect. Employees who in the course of employment, come into contact with children or vulnerable adult, shall report or cause a report to be made when there is reasonable cause to suspect or become aware of any case of abuse or neglect.

Employees and volunteers who work with children or have direct contact with vulnerable adults are responsible for ensuring a safe and secure environment for everyone. Each program is required to follow specific guidelines as defined by various governmental and regulatory agencies regarding the reporting of mistreatment. Employees in the Agency are expected to cooperate fully with child protective or law enforcement agencies.

No one within the Agency will undertake on his/her own, to investigate or treat cases of suspected child or vulnerable adult abuse and neglect.

Any suspicion or incidents of abuse or mistreatment by employees must be reported immediately to the supervisor**,** program director, or to Human Resources. Any employee or volunteer involved with any display of abuse or violence toward a client, vulnerable adult, or child while under the agency's care, will be subject to an immediate course of action up to and including termination. You are encouraged to contact your supervisor or Human Resources for more information.

1.9a Child Abuse Prevention

To ensure and promote a positive and nurturing environment while protecting youth, staff and volunteers, the following are general policy guidelines for staff and volunteers to follow: (these guidelines do not substitute for head start/early head start or other program guidelines that may be more specific).

- Staff, volunteers and youth are not to be alone with a single child where he/she cannot be observed by others.
- In situations where one-on-one interactions are approved, staff and volunteers should observe the following policies to manage the risk or abuse or false allegations of abuse:
    - Meet in public place in full view of others
    - Avoid physical affection that can be misinterpreted. Limit affection to pats on the shoulder, high-fives and handshakes.
    - If meeting in a room or office, leave the door open or move to an areas that can easily be observed by others passing by.
    - Document and immediately report any unusual incidents, including disclosures of abuse or mal-treatment, behavior problems and how they are handled, injuries or any interactions that might be misinterpreted.
    - Supervisors must keep a schedule of any private sessions with youth to include times, youth involved, and location of sessions.
- Staff/volunteers should never leave a child unsupervised.
- Restroom supervision: Staff/volunteers will make sure the restroom is not occupied by suspicious or unknown individuals before allowing children to use facilities. Staff/volunteers will monitor the restroom area while it is being occupied by children. If staff is assisting younger children, doors to the restroom must remain open.
- Staff/volunteers will take note of any fever, bumps, bruises, burns and all symptoms or issues that are visible on a child. The Staff/volunteer will contact the Supervisor, Program Director, or someone in authority immediately for any suspicion of abuse.
- Staff/volunteers will respond to children in a respectful manner and consideration and treat all children equally, regardless to sex, race, religion, culture, economic level of the family, disability, gender, gender identification, or any other diverse characterization.
- Staff/volunteers may not transport individual children in their own vehicles – except in those programs that are designed for mentor relationships approved by program guidelines.
- The Agency prohibits access, display, production, possession, or distribution of pornography on the Agency's property, equipment, or during any PEACE, Inc. associated activity.
- Staff/volunteers may not give individual gifts to youth.
- Staff/volunteers may not date participants of any age in youth programs.
- Staff/volunteers will not abuse children in any way.
- For the protection of staff, volunteers and youth in program, any private electronic communication between staff and youth, including the use of social networking websites like – Facebook, Instagram, Snapchat, instant messaging, texting, is prohibited except when directed to do so by a supervisor to conduct official business on behalf of the Agency.

1.9b Reporting Procedures

Every staff member and volunteer has a legal and ethical duty to report any reasonable suspicion of child abuse, molestation, neglect, or sexual misconduct to the supervisor, program director, or to Child Protective Services (CPS). This policy requires immediate reporting of suspected activities to the program supervisor or program director.

The program supervisor or program director will provide guidance and/or report such incidences to CPS as deemed appropriate.

If any staff member or volunteer is named in a suspected case, he/she will be suspended immediately during the investigation process. Any staff or volunteer shall cooperate to the fullest extent possible in any internal or external investigation conducted.

1.9c Retaliation

The Agency will not tolerate anyone that tries to take retaliatory actions against a person who reports child abuse, is the subject of an investigation, or is the victim of child abuse.

Violation of this policy by any employee will be cause for disciplinary action up to and including termination. Any volunteer who violate this policy will be suspended from the program.

1.10 Confidentiality Policy

Respecting privacy of information obtained during the course of business is a basic value of PEACE, Inc. All information pertaining to PEACE, Inc. clients and volunteers is confidential and must not be discussed with or divulged to anyone, unless the performance of one's official duties requires access to the information. Employees must not disclose any confidential information, purposely or inadvertently through casual conversation to any unauthorized person inside or outside the Agency.

The release of confidential information shall occur only with proper authorization. If you are contacted personally about confidential information, you should direct the inquiring party to your Supervisor or to Human Resources.

The contents of client records or information maintained in files may not be disclosed to anyone except where required for a business purpose and should not be removed from the offices of PEACE, Inc. Electronic client files are not to be downloaded onto personal computers that are not secured by the Agency.

Employees are required to surrender all PEACE, Inc. property upon separation from the Agency, whether or not it contains confidential information, including but not limited to, storage media, notebooks, reports, and other from any third party, or containing PEACE, Inc. confidential information.

1.10a Subpoenas & Service of Legal Documents

A subpoena is a legal document ordering an individual to appear in court or produce documents. Subpoenas can be signed and issued by a judge, a court clerk, an administrative judge, attorney of record or certain government agencies.

Employees are not authorized to accept service of subpoenas or other legal documents on behalf of PEACE, Inc. unless specifically designated with such authority by PEACE, Inc.'s executive director. Thus, process servers should be told you cannot accept service for the organization and redirected to bring document to the Agency's main office so the executive director can be promptly notified. However, if an employee is served with a subpoena, the employee must notify human resources.

When testimony is requested, the supervisor, program manager/director must review the case records with you. Some information on record may be considered privileged information and may require additional releases, i.e., HIPPA, DOH, and HIV. Employees must never show partiality or provide character witness to family members involved in parental disputes.

1.11 Conflicts of Interest

PEACE, Inc. expects employees to conduct business according to the highest ethical standards of conduct. The Agency recognizes the right of employees to engage in activities outside of their employment which are of a private nature and unrelated to our business.

A potential or actual conflict of interest occurs whenever an employee is in a position to influence a decision that may result in a personal gain for the employee or an immediate family member as a result of the Agency's business dealings**.**

"Immediate family" includes:

- spouse or domestic partner
- parent (including step, in-law, or custodial guardian who served in the capacity of a parent)
- sibling (including step and in-law)
- child (including step, adopted, foster, and in-law)
- grandparent
- grandchild

Employees are expected to report conflicts of interest to the supervisor or to the Human Resources Department immediately upon discovery or suspicion of the conflict. Examples of conflicts of interest are listed below (but are not limited to these items):

- An outside business interest that competes with activities of the Agency.
- An outside business that is a purchaser or supplier of goods or services to the Agency.
- An outside business involvement or employment that interferes with the ability to devote necessary attention to the responsibilities at the Agency (moonlighting). *[See Section 1.15]*
- A relative or a person with a significant relationship who is employed by, or has a business interest in companies that compete with, sell to, or buy from the Agency.
- Purchase inducements (gifts, premiums, money goods, or services) from vendors that benefit the employee personally (directly or indirectly) or are unauthorized or questionable in nature.

The Agency prohibits any supervisor-subordinate romantic relationships or any relationship with another that may give the appearance of conflict of interest by the nature of such relationship.

Employees must conduct themselves in a professional manner at all times. Romantic relationships with active clients is strongly discouraged in that such relationships can create a conflict of interest or bias ones judgment for fair decision making.

If you have any questions whether an action or proposed course of conduct would create a conflict of interest, you should contact the Human Resources Department immediately to obtain advice on the issue.

A violation of this policy will result in immediate and appropriate discipline, up to and including termination.

1.11a Employee Participation in Program Services

Employees and family members are not prohibited from utilizing services and receiving donated goods. Employees and family members must meet all eligibility requirements. No preferential or priority treatment will be given to employees or employees' family members. The services and application process may include more oversight and scrutiny to avoid the appearance of conflict of interest. Please note: there will be cases where employees are restricted from participation even if eligibility requirements are met.

1.12 Acceptance of Gifts

Employees may not accept cash, gifts, or other favors of value over $25.00 from vendors, potential and actual clients, suppliers or other organizations that conduct, or would like to conduct business with PEACE, Inc.

In utilizing consultants, agents, sales representatives or other contracted services, the Agency will employ only reputable, qualified individuals or firms, under compensation arrangements which are reasonable in relation to the services performed. Special care must be taken to avoid a conflict of interest. *[See Fiscal Policy, Section 12, Conflicts of Interest]*

1.13 Political Activity

PEACE, Inc. must administer all Agency programs in a non-partisan manner. The use of program funds and provision of services must not result in identification with any partisan political activity or with any non-partisan political activity which is designated to further the election or defeat of a candidate for public or party office. In addition, under the "Hatch Act", no employee can run for an elected public office while employed by the Agency.

1.14 Employment of Relatives

Relatives and household members of employees will be considered for employment based on qualifications. However, employees cannot supervise or be supervised by relatives or household members, either directly or indirectly.

A relative is defined as parent, spouse, child (including step, adopted or foster), siblings, grandparents, grandchildren, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, and may also include other relationships established by blood, marriage, living arrangement or social dating. If such a situation as described above is created through change in position or change in a relationship, one of the affected employees may be transferred or discharged.

1.15 Outside Employment

Employees of PEACE, Inc. may hold jobs outside of the Agency provided such employment does not interfere with the performance of job duties or conflict with work schedule and does not create a situation that could be considered a conflict of interest.

Employees cannot use office equipment and supplies or utilize Agency personnel for services of outside interest.

If it is determined that an employee's outside work interferes with his/her ability to meet the requirements of the position, or has an adverse impact on PEACE, Inc., the employee will be required to terminate the outside employment if he/she wishes to remain employed by the Agency.

An employee will not be allowed to work for another employer while on a leave of absence. Employees cannot "call in sick" for the purpose of working for another employer.

1.16 Community Involvement

PEACE, Inc. encourages outside involvement in community and charitable activities, including directorships in non-profit community organizations, as long as such involvement does not cause conflicts of interest or create demands that interfere with ones' job performance.

1.17 Fraud Policy

Fraud is defined as the intentional, false representation or concealment of a material fact for the purpose of inducing another to act upon it to his or her injury. Any fraud that is detected or suspected must be reported to management (supervisor, program director, CFO, human resources or executive director). *[See Fiscal Policies, Section 16, Fraud Policy]*

1.18 Whistleblower Protection

I. General

PEACE, Inc. expects its directors, officers, employees, volunteers, and other representatives to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. As employees and representatives of PEACE, Inc., we must practice honesty and integrity in fulfilling our responsibilities and comply with all applicable laws and regulations.

A copy of this policy will be distributed to all directors, officers, employees and volunteers providing substantial services during initial orientation and as part of annual in-service education.

II. Reporting Responsibility

It is the responsibility of all directors, officers, employees, and volunteers to report wrongful conduct in accordance with this Whistleblower Policy.

III. Wrongful Conduct

"Wrongful Conduct" is defined in this Whistleblower Policy to include a serious violation of PEACE, Inc. policy; a violation of applicable state and federal law; or the use of PEACE, Inc. property, resources, or authority for personal gain or other none organization-related purpose except as provided under PEACE, Inc. policy.

This definition of wrongful conduct is not intended to be an exclusive listing of the illegal or improper activity encompassed by the Whistleblower Policy. Rather, the Whistleblower Policy is intended to serve as a means of reporting all serious improprieties that potentially impact the integrity and effective operation of PEACE, Inc.

IV. No Retaliation

No director, officer, employee, or volunteer who in good faith reports wrongful conduct will suffer harassment, retaliation or adverse employment consequence. Any director, officer, or employee who retaliates against anyone who has reported wrongful conduct in good faith is subject to discipline up to and including termination of employment or removal from the board or directors, as applicable. This Whistleblower Policy is intended to encourage and enable employees and others to raise serious concerns within PEACE, Inc. prior to seeking resolution outside PEACE, Inc.

V. Reporting Wrongful Conduct

PEACE, Inc. encourages its directors, officers, employees and volunteers to share their questions, concerns, suggestions, or complaints with someone who can address them properly. The executive director is charged by the Agency with the responsibility of administering this policy, which shall include receiving complaints and making periodic reports to the board of directors. Any director, officer, employee, or volunteer may report wrongful conduct to the executive director or the president of the board of directors. If the wrongful conduct implicates one or both of the executive director or the president of the board of directors, or if the reporting individual is not comfortable speaking with or not satisfied with response of the foregoing individuals, the issue may be reported to any member of the board of directors or anonymously, as set forth in Section VI below. The executive director, board president, and all members of the board of directors to whom a report of wrongful conduct is made are required to immediately advise the full board of directors of such report of wrongful conduct.

VI. Acting in Good Faith

Anyone filing a complaint of wrongful conduct must be acting in good faith and have reasonable grounds for believing the information disclosed indicates wrongful conduct. Any allegations that prove not to be substantiated and which prove to have been made maliciously or knowingly to be false will be viewed as a serious disciplinary offense.

VII. Confidentiality
Reports of wrongful conduct or suspected wrongful conduct may be submitted on a confidential basis by the complainant or may be submitted anonymously. Reports of wrongful conduct or suspected wrongful conduct will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

VIII. Handling of Reported Wrongful Conduct
A representative of the board of directors will notify the sender and acknowledge receipt of the reported wrongful conduct or suspected wrongful conduct within five business days, unless such report was submitted anonymously. All reports will be promptly investigated and appropriate corrective action will be taken if warranted by the investigation.

Reports can be made to the executive director, board president, chief financial officer, or human resources by telephone, email, or in writing to the attention of the executive director or board president at:

PEACE, Inc., 217 S. Salina Street, 2nd Floor, Syracuse, NY 13202
Phone: 315.470.3300
Email: carolyn.brown@peace-caa.org or kobrien@peace-caa.org

IX. No Retaliation
This whistle-blower policy is intended to encourage and enable directors, employees, and volunteers to raise concerns within the organization for investigation and appropriate action. With this goal in mind, no director, employee or volunteer, who in good faith, reports a concern shall be subject to retaliation, or in the case of an employee, have adverse employment consequences.

1.19 Personally Identifiable Information (PII)

PII is defined as information:

(i) that directly identifies an individual (e.g., name, address, social security number or other identifying number or code, telephone number, email address, etc.) or

(ii) by which an agency intends to identify specific individuals in conjunction with other data elements, i.e., indirect identification. (These data elements may include a combination of gender, race, birth date, geographic indicator, and other descriptors). Additionally, information permitting the physical or online contacting of a specific individual is the same as personally identifiable information. This information can be maintained in either paper, electronic or other media.

All employee, client, and volunteer records are confidential and will be kept in secured files to protect all personally identifiable information. The Agency shall employ reasonable and appropriate administrative, technical, and physical safeguards to protect the integrity, confidentiality, and security of personal information about clients, employees and volunteers contained in records such as

enrollment forms, employment applications and other records, such as home address, health information, social security numbers, criminal and financial records, educational transcripts.

PII information will be disclosed only with the expressed prior written permission of the employee, client or volunteer.

It is the responsibility of employees to protect data to which they have access. Employees must adhere to the rules of behavior defined by the IT department and other Agency guidance.

An employee found to be in violation of this policy may be subject to disciplinary action as deemed appropriate based on the facts and circumstances giving rise to the violation.

1.20 HERO Act (Workforce Safety Obligations)

The HERO Act adds a new Section 218-b to the New York State Labor Law requires all companies to have a plan for infectious disease exposure. The purpose of the plan is to protect employees against exposure and disease during an airborne infectious disease outbreak. A brief summary of the plan is outlined below. Details of the plan will be distributed individually and separately to each employee and can be found on the PEACE, Inc. website, and at each site location.

General Awareness:
Employees may not be aware that they have the infectious disease and can spread it to others.

Employees should remember to:

- Maintain physical distancing;
- Exercise coughing/sneezing etiquette;
- Wear face coverings, gloves and personal protective equipment (PPE) as appropriate;
- Limit what they touch;
- Stop social etiquette behaviors such as hugging and hand shaking
- Wash hands properly and often

"Stay At Home Policy"
If an employee develops symptoms of the infectious disease, the employee will be required to either stay at home or will be sent home (if symptoms are displayed at work).

Health Screening
Employees will be screened for symptoms of the infectious disease at the beginning of their shift. Screening will involve a completion of a self-attestation form and possibly a temperature check (consistent with guidance from NYSDOH and CDC). Any employee showing symptoms of the infectious disease will be removed from the workplace and should contact a healthcare professional for instructions.

Face Coverings

- To protect your coworkers, employees will be required to wear face coverings throughout the workday to the greatest extent possible.
- Face covering and physical distancing should be used together whenever possible.
- The face covering itself must not create a hazard, e.g., have features that could get caught in machinery or cause severe fogging of eyewear.
- The face coverings must be kept clean and sanitary and changed when soiled, contaminated, or damaged.

Physical Distancing

- Physical distancing will be followed as much as feasible. Avoid unnecessary gatherings and maintain a distance of at least six feet from each other (or as recommended by the NYSDOH/CDD for the infectious agent).
- A face covering will be required when physical distance cannot be maintained.

Hand Hygiene

To prevent the spread of infection, employees should wash hands with soap and water for at least 20 seconds or use hand sanitizer with at least 60% alcohol to clean hands BEFORE and AFTER:

- Touching your eyes, nose or mouth;
- Touching your mask;
- Entering and leaving a public place; and
- Touching an item or surface that may be frequently touched by other people, such as door handles, tables, gas pumps, shopping carts, or electronic cashier registers/screens.

Because hand sanitizers are less effective on soiled hands, wash hands rather than using hand sanitizer when your hands are soiled.

Special Accommodations for Individuals with Added Risk Factors

Some employees, due to age, underlying health conditions, or other factors, may be at increased risk of severe illness if infected. Please inform your Supervisor or Human Resources if you fall within this group and need an accommodation.

1.21 Prohibition of Discrimination Based on Reproductive Health Decision Making

PEACE, Inc. will not access an employee's personal information regarding the employee's or the employee's dependent's reproductive health decision making, discriminate or take any retaliatory action against any employee with respect to compensation, terms, conditions, or privileges of employment because of or on the basis of the employee's or their dependent's reproductive health decision making, or require an employee to sign a waiver or other document which purports to deny an employee the right to make their own reproductive health care decisions.

For purposes of this policy "reproductive health decision making" includes, but is not limited to, a decision to use or access a particular drug, device, or medical service. In addition to reporting any alleged violations of this policy to the Agency, employees may also choose to pursue legal remedies by

initiating a civil action in court for damages, injunctive relief, reinstatement, and/or liquidated damages.

No employee will be subject to retaliation or discipline by the Agency as a result of making or threatening to make a complaint to the Agency, a co-worker, or a public body, that rights guaranteed under applicable law have been violated; causing to be instituted any proceeding alleging violations of applicable law; or providing information to, or testifying before, any public body conducting an investigation, hearing, or inquiry into any alleged violation by the Agency of applicable law, rule, or regulation.

Any employee who believes that he or she has been subject to discriminatory or retaliatory behavior in violation of this policy should report it immediately to their Supervisor or Human Resources.

SECTION II EMPLOYMENT

2.1 Pre-Employment Requirements

As an equal opportunity employer, PEACE, Inc., at all levels of the Agency, is committed to the recruitment of a diverse staff. Employees at PEACE, Inc. are selected based on job-related factors such as background, experience, knowledge, skills and abilities.

All applicants are required to complete an employment application describing their background, skills and abilities. Applicants must provide three written references with at least one reference from a current or most recent employer. Verification of written references with previous employers will be conducted prior to an employment offer being made.

Prior to beginning work, all new hires will be required to provide copies documents appropriate for the position qualifications outlined on the job description, i.e. high school diploma or GED, advanced degrees, transcripts, licensure or certification.

Where licenses or certifications are required, it is the employee's responsibility to ensure these are kept current and copies are submitted to the human resources department in a timely manner.

Any misrepresentation, falsifications or significant omissions in any of this information may result in a decision not to consider an applicant, or to immediately suspend or terminate an employment offer or terminate employment, if already hired.

2.2 I-9 Forms

In accordance with the Immigration Reform and Control Act of 1986, and subsequent amendments, the Agency is required to verify the work authorization and identity of all individuals who are offered employment, within 3 business days of the date employment begins. A government Form I-9 must be completed on every new employee and the forms must be retained in the Human Resources Department.

By completing the I-9 Form, the employee attests that he/she is authorized to work in the United States and that the documents submitted are genuine.

Employees who are authorized to work in the United States for a limited period of time will be required to provide updated information upon expiration of documents.

Failure to provide the necessary documents for review and verification within the prescribed time period shall result in termination of employment.

2.3 Pre-Employment Physicals

PEACE, Inc., employees who work in the head start/early head start, maintenance, energy and housing and food service programs, or other safety sensitive positions are required to have a pre-employment physical and a Mantoux (or "PPD") Tuberculin screening. Employees that have positive readings on

their PPD test are required to have a clear chest X-ray every 5 years. All documents must be signed by an authorized physician. PPD readings must have the signature of a physician, physician assistant, nurse practitioner or registered nurse.

All Head Start and Early Head Start employees are required to provide documentation of a physical and a Mantoux screening that have taken place within 12 months prior to their start date, and to submit to a physical and Mantoux screening every two years after hire in accordance with head start regulations.

Head Start and Early Head Start Bus Drivers are required to complete all pre-employment medical requirements necessary to comply with the New York State Department of Transportation regulations, the Office of Children and Family Services, and head start performance standards.

Human resources will notify staff of renewals for physicals and TB screenings prior to the date of expiration. Advance notifications will be sent to the employee and supervisor. Employees may opt to go to their own physician at their own expense or contact human resources to schedule the appointment through the designated medical facility.

Employees who fail to keep a scheduled appointment with the designated medical facility, will be required to schedule appointments with their own physician or health provider at their own expense. Also employees who fail to return as scheduled for the TB screening results will be responsible for obtaining a new TB screening at their own expense.

Head start and early head start employees that have not met the medical requirements within the designated time frame cannot work until the required documents are received, as per regulations. Employees will be suspended without pay until requirements are met.

Volunteers in a head start/early head start program must have a current physical and PPD (within the past 12 months). The Agency does not provide physicals or TB screenings for volunteers.

2.4 Background Checks

PEACE, Inc. has determined whether a criminal history background check is required based on the type of position, business necessity and applicable local, state and federal laws. When a criminal history record check is required, the internal or external applicant for the position must authorize in writing this background investigation.

Although a disqualification is possible, in accordance with federal, state and local laws, a previous conviction does not automatically disqualify an applicant from consideration for employment. The following factors will be considered for those applicants with a criminal history in addition to those required by law:

- Nature of the crime and its relationship to the position
- The time since the conviction, including the age of the applicant at the time of the offense;

- The number of convictions;
- Whether hiring, transferring or promoting the applicant could pose an unreasonable risk to the Agency;
- Any information produced by the applicant or on his/her behalf regarding rehabilitation or good conduct.

If an applicant is found to have falsified any information regarding conviction history, the applicant will not be considered for employment. If an employee seeking a transfer or promotion to a position requiring a criminal history record check is found to have falsified any information regarding conviction history, the employee may be immediately discharged.

Positions requiring a criminal background check:

- Executive director
- Big brothers/big sisters director
- Chief financial officer and all fiscal staff members
- HR director and all human resources staff members
- FRC director and FRC coordinators
- IT director and all IT staff members
- Energy & housing director and all crew members
- Foster grandparents staff
- Head start/early head start director
- Maintenance workers at head start sites must follow background check procedures under HS/EHS regulations; maintenance workers at foster grandparent sites must follow background check procedures under foster grandparent regulations

Also included are any positions and volunteers that have direct contact working with children. Those positions will also be checked against the sex-offender list.

2.4a Head Start/Early Head Start Background Checks

In accordance to New York State requirements, a SEL (Staff Exclusion List) check that must be done on all prospective new hires before the background check can be performed.

Head Start Regulations 1302.90

Before a person is hired, directly or through contract, including transportation staff and contractors, a program must conduct an interview, verify references, conduct a sex offender registry check and obtain one of the following:

(i) State or tribal criminal history records, including fingerprint checks; or
(ii) Federal Bureau of Investigation criminal history records, including fingerprint checks.

State criminal history checks and state central register (SCR) for indicated cases of child abuse and maltreatment are conducted through the Office of Children and Family Services.

Head Start/Early Head Start Bus Drivers
Background checks for head start/early head start bus drivers are done in accordance to New York State Department of Transportation (NYSDOT) regulations (15 NYCRR 6.4 a); (8 NYCRR 6.3) and (49 CFR 383.35) and the head start/early head start performance standards.

All bus drivers must be Article 19-A certified or must obtain certification upon hire. Upon hire, drivers will be fingerprinted under NYS DOT, the state Office of Children and Family Services and the Part 382 of Title 49 of the Code of Federal Regulations. Drivers will also have the child abuse and neglect registry check.

Please reference PDM 147 of HS/EHS Policies and Procedures for the complete hiring process for HS/EHS positions.

2.5 Motor Vehicle Requirements

All employees approved to drive Agency vehicles are required to possess and to maintain a clean and current NYS Driver License. The employee assumes responsibility for any traffic or parking violations that are issued while using an Agency vehicle.

All drivers are required to report immediately to their supervisor, program director or human resources any motor vehicle accidents or infractions that occur while they are working or impact their driving status. Drivers failing to follow this policy may be restricted from driving an Agency vehicle.

2.6 Introductory Period

The Introductory period gives new and rehired employees and all current regular employees who have transferred or been promoted to a new position, reasonable time to determine if this Agency is the right environment. This period also gives time for supervisors to evaluate if the employee is qualified for, and suited for, or meets the expectations of position. The total introductory period is six (6) months.

During this time, new employees will be provided with training and guidance from an immediate supervisor or program manager/director. Performance will be assessed and evaluated by the supervisor to determine satisfactory job performance. Employment during the introductory period is "at will" and subject to termination at any time. Such decisions must be in compliance with applicable federal, state and local laws applicable to employment ***[See Equal Employment Opportunity, Section 1.4]***

New or rehired employees and current regular employees who have transferred or been promoted to a new position**,** will be given an evaluation after the first 3 months (90 days) of employment, at the end of 6 months (180 days) and on-going, throughout an employee's tenure with the Agency.

For new employees, after satisfactory completion of the first 3 months (90 days), employee will be allowed to access any accrued Personal Time Off. ***[See Personal Time off Accrual, Section 4.2]***

Transferred or promoted employees who do not meet job requirements in their new position during the introductory period may be returned to their original job at their previous rate of pay, if a vacancy exists, or may be terminated at the discretion of the Agency.

Under certain circumstances, the introductory period may be extended at the discretion of the supervisor to allow an employee to develop the necessary skills for the job. Accrued personal time off (PTO) cannot be taken until successful completion of the extended period.

Successful completion of the introductory period does not guarantee continued employment. Continued employment and compensation rates are not for a fixed term, and as such may be terminated or modified by PEACE, Inc., with or without cause or notice, at any time during or after the introductory period.

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

2.6a Employee Orientation

The Agency provides new employees the opportunity to understand the mission, vision, and values of the organization. Human resources will provide new hires with an overview of the Agency, benefit programs, code of conduct and agency-wide policies. The employee's immediate supervisor and/or program director will instruct new employees in their job responsibilities, how to perform required tasks, and policies and guidelines specific to the employee's department.

2.7 Job Postings

It is the intent of the Agency to provide employees with opportunities for advancement and to broaden their experience whenever possible. Open positions are posted internally for a minimum of five (5) business days at all PEACE, Inc. agency sites. Postings will include the job title, pay grade, and minimum hiring qualifications. At the discretion of management, some positions may not get posted.

To be eligible to apply for a posted position, an employee must meet the following criteria:

- Employed with the Agency for at least six months, excluding layoff period.
- In the current position for at least six months, excluding layoff period.
- Employee must not have a written disciplinary action on file received within the last twelve (12) months.
- Employee cannot be on probation or suspension.

Employees interested in applying for an open position should submit a resume with the internal job posting form or a cover letter to the human resources department. Employees must possess the necessary knowledge, skills and abilities to perform the work of the open position to be considered for

an interview. Past work history, including attendance will be considered in making the final determination.

All decisions concerning promotions, transfers, demotions, etc. will be made without regard to race, color, religion, sex, national origin, age, disability (physical and mental) or any other status protected under federal and state law. Management reserves the right to make decisions to transfer employees into open positions based on the needs of the Agency.

Employees who leave the Agency in good standing may also apply for positions within three (3) months after separation from the Agency, as an in-house candidate. Good standing is defined as voluntarily leaving the Agency on good terms.

2.7a Promotions

A promotion is the movement from one position to another position which is in a higher salary grade and may involve a salary increase. A promotion may be within a program or between programs and may result in a title change.

2.7b Transfers

An employee may transfer, or may be transferred, when the employee meets the job qualifications and when the transfer will benefit both the employee and the Agency.

Employees who transfer to a lower paying position on a temporary basis or at the request of the agency program, other than demotion, will continue to be paid at their existing rate until the end of the temporary assignment or until the situation is reassessed.

Employees who transfer to a lower paying position as a demotion will be paid at a lower rate of the new position as determined by management.

2.7c Job Descriptions

Job descriptions are designed to assist the employee in being successful in performing his/her job and to assist the Agency in meeting its mission and vision. A job description is created for each position and includes:

- principal duties and responsibilities
- education
- credentials
- experience qualifications
- whether the position is exempt or non-exempt based on the FLSA criteria

Employees are required to sign a copy of the job description for the personnel file maintained in human resources and will receive a copy for their records. Job descriptions are updated periodically or as job duties change to ensure the description accurately reflect the responsibilities and accountabilities assigned to the position.

2.8 Employment Categories

The following are descriptions of employment categories that apply to all Agency positions. Upon hire, the employee will be informed of the classification the job falls in.

Regular

- Regular positions are those that are intended to be filled on a continuous basis.
- Regular positions can be full-time or part-time.

Temporary

- Temporary positions are those that are hired as an interim replacement to supplement the workforce or to assist in a specific project (such as free tax prep seasonal workers).
- Temporary positions include head start substitutes, who are on-call to work on an as-needed basis to fill a regular position for a temporarily absent employee.
- Temporary employees receive all legally required benefits (e.g., Worker's Compensation, NYS paid sick leave and Short Term Disability) but are not eligible for any other benefits.

Full-time

- Full-time employees are regularly scheduled to work 35 hours or more per week.
- Full-time employees are eligible to receive all Agency benefits.
- The regular work week is 37.5 hours per week.

Part-time

- Part-time employees are those that are regularly scheduled to work less than 35 hours per week.
- Part-time employees who work 30 hours or more per week are eligible for medical benefits.
- Part-time employees who work less than 35 hours per week are not eligible for dental or vision benefits.
- Part-time employees with regularly scheduled hours will receive personal time off accruals on a prorated schedule.

Exempt

- Exempt positions are classified as such if the job duties are exempt from the overtime provisions of the federal and state wage and hour laws.
- Exempt employees are not eligible for overtime pay.

Non-Exempt

- Non-exempt employees receive overtime pay in accordance with the provisions of the federal and state wage and hour laws.

Full-Year

- Regular positions which have continuous yearly work schedules are known as full-year positions.

Partial-Year

- Other regular positions that have designated unpaid temporary layoff periods are partial-year positions.
- Circumstances that arise from having a scheduled layoff period may include, but are not limited to: alterations in payroll deductions for health benefits, paid vacations that are assigned rather than accrued, and eligibility for unemployment earnings.
- Questions regarding how these factors may affect you can be directed to your supervisor or human resources.

2.9 Work Schedules

PEACE, Inc. maintains work hours in accordance with federal, state and local regulations and in accordance with workload, program participants' requirements, and the efficient management of personnel resources.

Work schedules may vary throughout the Agency depending on staffing needs and operational demands. An alternative schedule may be granted to employees based on the departmental needs but is not guaranteed.

Employees will receive an unpaid meal period of thirty to sixty minutes in length. Lunch periods will vary to accommodate staffing needs and operating requirements. During the meal break, non-exempt employees are relieved from duty and must be free from interruptions except when an emergency arises. Employees must clock out at the start of their meal break and clock in immediately after finishing their meal break. If a non-exempt employee is unable to take an uninterrupted meal break during their shift, the employee should notify his/her supervisor so an uninterrupted meal break can be taken. If an employee does not receive and uninterrupted meal break as required, they must be paid for that time. Any employee who believes they did not receive and uninterrupted meal period and were not paid for that time must promptly notify human resources and provide a written statement detailing when they did not receive a proper meal break so that prompt corrective action can be taken to ensure the employee is paid.

2.10 Overtime

Non-exempt employees will be paid time-and-a-half for all hours worked over 40 in a given week, in accordance to the Federal Labor Standards Act. Time paid, but not worked, for lunch, holidays, PTO, jury duty, bereavement, or other time away from work, do not count as part of the 40 hours worked in calculating overtime. ***[See Overtime, Section 4.2]***

All additional hours worked beyond the normal work schedule must be approved in advance by the immediate supervisor or program director. A non-exempt employee must record all time worked on his/her time sheet to be compensated for such time. Disciplinary action may be taken if no prior approval for overtime was obtained or the employee failed to record overtime worked.

It is the policy of PEACE, Inc. that flex time in lieu of overtime occur within the same week. Flex time is a scheduling arrangement that permits variations in an employee's starting and departure time that does not change the total number of hours worked in a week. At times department or operational needs may require that employees be present or accessible during certain core periods of the day or week. Supervisors may arrange flexible scheduling to accommodate these needs.

2.11 Work Week

Each work week begins on Monday at 12:00 a.m. and ends Sunday at 11:59 p.m.

2.12 Pay Check Distribution

Employees are paid on a bi-weekly basis, every other Friday, for time worked in the previous two-week period. If a scheduled payday falls on a bank observed holiday, paychecks will be distributed on the preceding workday.

Payroll checks may be electronically deposited into an account at a financial institution that the employee designates. Employees are responsible for notifying payroll of any change in banks or bank accounts to ensure the proper direct deposit of payroll to the employee's account**.**

All payroll vouchers for direct deposits are available to the employee through the HRIS portal.

Employees are subject to any fees incurred for stop payments on checks issued due to failure of proper notification of direct deposit or other changes.

In the occasional instance of a live check being issued, if it is not received by the employee in the mail within one week of issue, given all information is correct, the employee should contact to human resources to see if the check has been returned. If deemed necessary, a stop payment will be processed and a replacement check will be issued with the next payroll.

At no time will the Agency release live paychecks prior to the scheduled pay date.

2.12a Payroll Deductions

Paycheck deductions are made from employee paychecks in accordance with various laws and to pay for employee elected benefits. There are required deductions for federal and state income taxes as well as for social security and Medicare.

Employees must sign a payroll deduction authorization form to allow deductions from paychecks to cover contributions to insurances, 401(k) plan and other voluntary contributions (i.e. United Way, and other supplemental insurances).

Employees desiring to change the amount withheld for taxes may do so themselves in the HRIS portal. A revised W-4 form may also be submitted to the human resources department.

Additional deductions that the Agency is required to make by law (i.e. garnishments, child support) are deducted automatically and will not be stopped until proper documentation has been received from the issuing agency.

An employee may not be terminated for having a garnishment served against him or her.

2.12b Travel/Expense Reimbursement

Employees will be reimbursed for actual and necessary travel and other expenses incurred while conducting the Agency's business.

Employees are required to obtain advance approval from the program director for travel. The Agency will reimburse employees for reasonable meal, transportation, lodging incurred (or per diem rates) while traveling for business purposes.

Mileage will be reimbursed at the prevailing IRS rate (which encompasses expenses for general maintenance, insurance, gas, oil, etc.) for travel other than to and from the employee's residence and regular work site.

Travel from the regular work site to a different site on official business and subsequent return to the regular work site is reimbursable for the mileage in both directions. Mileage to and from an employee's home (e.g. regular commute) is generally not reimbursed.

All mileage and parking receipts are reimbursed through payroll or through the fiscal office, and appropriate documentation must be provided with the form for reimbursement or uploaded to the timesheet if being submitted electronically. Reimbursements should be submitted to coincide with the pay period in which the travel occurred.

Mileage and parking receipts that are not submitted within a reasonable time period, may not get reimbursed.

An employee who is involved in an accident while traveling on business must promptly report the incident to his/her supervisor.

Employees must adhere to traffic laws while driving. The Agency will not pay or reimburse employees for traffic or parking tickets or fines incurred in the course of doing business for the agency.

2.13 Timekeeping

Non-exempt and exempt employees are responsible for accurately recording the hours they work. Time worked means all the time that non-exempt employees spend performing their assigned work. Therefore, non-exempt employees must record accurately the start and end time of their work each day, including any overtime worked. Employees are strictly prohibited from doing any off-the-clock work. This means that all non-exempt employees must accurately record every minute they work.

The attendance of all employees must be recorded through the Agency's electronic timekeeping system and must be approved by the appropriate supervisor or program director.

- Employees are assigned a login to access electronic timekeeping system.
- Employees can sign in and out on the electronic timekeeping system (on personal phone, tablet, or computer).
- **Usernames and passwords are not to be shared with anyone else.**
- **Employees are not to sign in for other employees.**

Violations of this policy may result in appropriate disciplinary action, up to and including termination.

If an employee encounters an issue with the timekeeping system, they must notify their supervisor for assistance. The electronic timekeeping system records employee hours worked and produces a time record for each pay period. The employee should approve and submit his/her timesheet for each pay period. The timesheet will be reviewed and approved by the employee's supervisor prior to payroll processing each pay period.

The timekeeping system will round time to the nearest 15 minutes in accordance with applicable law (subject to change).

Exempt employees must accurately record all time worked on their timesheet and record full-day absences during a pay period. Exempt employees will review and submit their timesheet each pay period.

Timesheets should be submitted/approved by both the employee and the supervisor no later than 10:00 am on Monday for the end of each bi-weekly pay-period, unless otherwise notified of an earlier deadline by the fiscal office. Failure to submit/approve a timesheet by the required deadline may result in delays of payment.

It is the employee's responsibility to review timesheets to certify the accuracy of all time recorded. If an employee discovers any errors on their timesheet, they must notify their supervisor so it can be corrected. If employees do not note any errors when reviewing their timesheets, they are certifying that the timesheet is fully accurate. If corrections or modifications are made to the timesheet, both the employee and supervisor must review and approve the changes.

If an employee is not available to submit the timesheet or if a supervisor makes a change on an employee's timesheet, the supervisor must enter a justification on the employee's timesheet.

Exception

In the case of a national emergency where employees maybe mandated to work remotely, the process for collecting time sheets may be modified. Supervisors will be given instructions as to any alternative processes and procedures for submitting and collection of time records. Such action will be determined on a case-by-case basis relevant to the emergency.

2.14 Personnel Records

To keep necessary Agency records up to date, it is extremely important that you notify the human resources department of any changes in the following information:

- Name
- Home address
- Mailing address
- Telephone number
- Marital Status
- Names of Dependents and relationship
- Exemptions on the tax forms
- Emergency Contacts (name and relationship)
- Change in status of driver's license (for employees that operate an Agency vehicle or who drive for the Agency)
- Military or draft status
- Training certificates
- Professional license
- Education credentials

Personnel files are the property of the Agency. Access to the information in the personnel record is restricted. Only officials (such as funding sources, grantors, and federal and state agencies), supervisors and representatives of the Agency who have a legitimate reason to review an employee's records are allowed to do so.

With advance notice, current employees may review material in their own file, but only in the human resources office and in the presence of individuals appointed by the Agency to maintain the file. Employees are not allowed to copy any information in their personnel files.

All employee records are kept in secured files to protect all personally identifiable information (PII). ***[See Personally Identifiable Information (PII), Section 1.19]***

2.15 Voluntary Resignation

Every employee at PEACE, Inc. is an "employee at will", meaning that no one has a contractual right, expressed or implied, to remain in the Agency's employ.

Employees that are voluntarily resigning are asked to provide the Agency with at least two weeks' advanced notice upon resignation**.** Employees who fail to provide a full two weeks' notice forfeit and will not be paid for any accrued but unused time, paid time off (PTO), paid sick leave or any other benefits.

- Employees may not use vacation time and are expected to have no unscheduled or unexcused absences during the notice period except where authorized by applicable law. Any exceptions should be addressed with the program director and human resources.

The following instances are considered job abandonment and will be regarded as voluntary resignations include:

- Failing to return from an approved leave of absence, lay-off or suspension;
- Failing to report to work as scheduled without notification for three (3) or more consecutive days.

2.16 Involuntary Termination

PEACE, Inc. may terminate an employee's employment or an employee may terminate their employment without cause, and with or without notice, at any time for any reason. No supervisor or other representative of the Agency (except the executive director) has the authority to enter into any agreement for employment for any specified period of time or to make any agreement contrary to the above.

Some actions may be cause for immediate termination of an employee with or without notice. Management will determine the seriousness and nature of events and make such determination in the best interest of the Agency. [See above procedure for head start/early head start employees].

These actions include, but are not limited to the following list: ***[See Standards of Conduct, Section 6.1]***

- Falsification of employment application, other employment records, time sheets, expense accounts, or other documents with the intent of misrepresentation to the Agency.
- Illegal use or sale of drugs or alcohol while on Agency premises or work time or while conducting Agency business.
- Unsatisfactory background check that demonstrates unsuitability for the position.
- Any acts of violence or threats against another employee, supervisor or Agency customer.
- Possession, display, or threats of use of weapons or firearms on Agency property or while on Agency business; this includes but is not limited to carrying such items in briefcases or concealed in any manner.
- Misuse or unauthorized use of Agency property which may involve negligence, carelessness, or willful acts that result in the damage to property.
- Fraud, falsification, misappropriation or other fiscal irregularities as described in the fiscal policies. [See Fiscal Policies, Section 16 – Fraud Policy]

Employees who resign or are discharged will receive their final pay on the next scheduled payday. Employees who are involuntarily discharged for any reason are not entitled to any compensation for accrued but unused vacation time, paid time off (PTO), paid sick leave or any other benefits.

All Agency property must be returned to the supervisor or program director at the time of separation or at an exit interview with human resources.

2.17 Exit Information

Human resources will provide terminating employees with an exit information form on or prior to the employee's last day of employment or it may be mailed to the employee after their last day.

Supervisors or program directors have the responsibility of obtaining all Agency property from terminating employees on or prior to the employee's last day of employment. Such items include the following and any other property that employees have access to:

- Office keys
- Agency owned laptops
- Agency owned cell phones
- Agency security card/fob (where applicable)
- Agency parking pass (where applicable)
- Petty cash (where applicable)
- Any additional Agency-owned property.

Benefits

Medical insurance carried by employees will end on the date of termination. Dental, vision, life, and long term disability insurances will end the last day of the month the individual terminates.

An employee, unless dismissed for gross misconduct, has the option to continue medical/dental/vision benefits in accordance with the Consolidated Omnibus Budget Reconciliation Act ("COBRA") regulations. ***[See COBRA, Section 4.18]***

Information on 401(k) rollovers or withdrawals can be obtained from human resources.

2.18 Rehire

Employees can be considered for rehire if they leave the Agency in "good standing." Good standing is defined as a voluntary separation from the Agency on good terms. If an employee returns within 90 days (3 months) of separation, the employee will regain their seniority rights and accrue personal time off (PTO) at the same rate of accrual at the time of separation.

Nothing stated herein prohibits the Agency from hiring the most qualified person for any position.

SECTION III COMPENSATION

3.1 Performance Management

PEACE, Inc. has a performance management program to evaluate and provide feedback to employees in a fair and equitable manner based on demonstrated job performance, and in accordance with its Equal Employment Opportunity policy.

In this program, employees will receive constructive work reviews designed to address performance and skill developmental needs and interests. A performance evaluation is the review and assessment of an employee's performance and behavior against assigned responsibilities.

Performance appraisals are designed to help supervisors and employees evaluate work performance and behavior and to identify actions for continued development of the employee. Ongoing dialogue between the supervisor and employee about work performance should occur at frequent intervals.

Formal Evaluations are completed according to the following schedule:

- 3 months (90 calendar days) after date of hire or reassignment into a new job;
- 6 months (180) calendar days after date of hire;
- Annually;
- Re-evaluation at the end of any probationary period

Evaluations may also be conducted at any time a supervisor deems appropriate or necessary for coaching and development of an employees' performance and behaviors on the job.

Performance will be assessed by the immediate supervisor and will be reviewed by the program director. Employees will receive a copy of the evaluation and a signed copy is placed in the personnel file.

3.2 Salary Administration

PEACE, Inc. strives to pay equitable wages and salaries that reflect the requirements and responsibilities of the employee's position and that are comparable to pay received by similarly situated employees in other organizations within the local area.

Positions in the Agency will be assigned a salary grade based on the job-evaluation and ranking. Each grade will have a minimum, midpoint, and maximum pay rate.

Through the use of periodic wage and salary surveys, the Consumer Price Index, and continuing job-evaluation reviews and procedures, the Agency will monitor pay rates, ranges, and practices to keep them up-to-date and equitable.

Employees may receive wage/salary adjustment based on the following situations:

- For substantial workload or job responsibilities assignment
- Change to a position in a higher pay grade
- Merit Increase

- Cost-of-Living Adjustment
- Incentive Compensation – may be available as part of a plan approved by the Board of Directors.

3.3 Cost-of-Living Adjustment (COLA)

A general Cost of Living Adjustment (COLA) is typically based on the approval from the funding sources and in some programs allocated based on Agency resources. The Department of Health and Human Services, which oversees the head start/early head start grant, has specific guidelines for COLA adjustments, some of which are outlined below.

Criteria for Cost of Living Adjustments:

1. COLAs will be given to employees who are on payroll as of that date and at the time the retroactive changes are made. Employees who are no longer employed, or employees who have tendered resignation with the Agency at the time of or just prior to the date in which the benefit is given, will not be given a pay change or retroactive pay.

2. Employees who are suspended or on probationary status at the time COLAs are given, will be evaluated for a COLA six months after the date they come off probation or suspension.

3. Employees who are out on disability or unpaid military leave during the time COLAs are given, will receive a COLA adjustment upon their return to work.

3.4 Merit Increases

The main purpose of a merit adjustment is to link the progression of an employee through the pay range with their job performance. Merit increases are designed primarily to reward an employee for performance that is *better-than-average*, as measured by a supervisor's written evaluation of the employee's performance. ***[See Performance Management, Section 3.1]*** Merit increases are given only if approved funding is available for such increases and is allowed or permitted by the funding sources.

3.5 Incentive Compensation

Incentive pay may be a lump sum incentive award as determined by management approved by the board of directors.

SECTION IV TIME OFF

4.1 Holidays

Holidays are recognized as non-work days for employees. All regular full-time employees and regular part-time employees receive the benefit of the following holidays:

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

All regular full-time and part-time employees will be paid for the holiday.

- Holiday pay is calculated based on the employee's regular rate of pay and is proportionate to their full time equivalency (FTE) status based on the standard agency work week of 37.5 hours. Therefore, part-time employees will earn a percentage of holiday pay earned by full-time employees
- If a holiday falls on a weekend, the holiday may be observed on the Friday before or the Monday after, at the discretion of management.
- Absences surrounding holidays may impact holiday pay. An employee is eligible for paid holiday time if he/she works the regularly scheduled workday immediately **before** and **after** the holiday, or is on a pre-authorized paid leave.
- Employees do not receive holiday pay while out on unpaid leave.
- Holiday pay will not be counted as hours worked for the purposes of determining overtime.
- Any employee who is scheduled to work on the holiday shall receive pay for the number of hours worked on that day, in addition to holiday pay ***[See Overtime, Section 4.2a]***

4.2 Personal Time Off

Personal time off (PTO) is a flexible program that allows employees to autonomously manage their time-off. Employees that work 52 weeks per year accrue personal time off based on length of service. For head start/early head start employees that also receive designated school breaks off, time is accrued based the amounts outlined in the ***Head Start/Early Head Start Time Off, Section 4.4.***

All PTO is accrued per pay period based on hours paid during that pay period.

Personal time off affords employees the opportunity to be provided with allotted hours to use at their discretion for whatever reason they deem appropriate (including illness, family concerns, vacation, personal appointments, or time off for other reasons) with supervisor approval.

Employees who are suspended and/or placed on probationary status will have their eligibility to use Personal Time Off suspended until they are taken-off suspension or probationary status.

Except in the case of unforeseen illness, or other emergency, PTO must be requested via the electronic time keeping system at least one week in advance.

For non-exempt employees, PTO must be used in a minimum of 1/2 hour increments. Exempt employees may only use PTO in full-day increments.

Employees are encouraged to use some personal time off within each year for the purpose of days away from work for work life balance and wellness. Time-off should be planned in advance with your supervisor. Supervisors reserve the right to deny a request based on staffing needs and individual misuse of time off.

When scheduling conflicts arise, priority for time off will be established at the discretion of management. Decisions about time off and scheduling are the responsibility of the supervisor and program director. Employees who are involuntarily terminated for any reason or who resign and fail to give a full two weeks' notice forfeit and are not entitled to any compensation for accrued and unused PTO.

For employees who have remaining hours in a sick bank that were carried over from a previous policy: sick bank hours are to be used for an employee's own sick time.

4.2a Overtime

PTO, holidays or other non-work hours do not count as time worked for the purposes of computing overtime for non-exempt employees**.** ***[See Overtime - Section 2.10]*** and ***[Holidays, Section 4.1]***

4.2b Maximum Hours

Employees can accrue up to a maximum of two times the annual accrual rate for years of service. Once an employee reaches the maximum accrual, no more hours are accrued until time is used.

4.2c Personal Time Off Accrual

This chart applies to the following employees:

- Employees who work 52 weeks that are non-head start
- Head start employees that do not have designated school break time off.

Length of Service (Based on Anniversary Year)	Maximum Amt. Accrued Per Year	Maximum Accrual Carryover Amt.
Less than 5 years	112.5 hours (15 days)	225 hours (30 days)
5 – 10 years	232.5 hours (31 days)	465 hours (62 days)
10+ years	270.0 hours (36 days)	540 hours (72 days)

Time does not accrue during any leave of absence including disability and worker's compensation ***[See Leave-Without-Pay, Section 4.5]***

Unused PTO is not paid under the following circumstances:

- HS/EHS employees who work 52 weeks or less and get designated school breaks off.
- Employees giving less than two (2) weeks' notice.
- Employees who are terminated by the Agency or who do not leave in good standing.
- Persons hired after August 1, 2011.

Guidelines for pay-out of PTO for Terminating Employees Hired before August 1, 2011
This schedule applies **only** to employees that work 52 weeks who do not receive designated school breaks and who were grandfathered in for a payout.

Payout Schedule For employees hired prior to August 1, 2011

1-5 years	25% of unused Personal Time to a maximum of 150 hours (20 days)
6-10 years	50% of unused Personal Time Off up to a maximum of 150 hours (20 days)
11-20 years	75% of unused Personal Time Off up to a maximum of 150 hours (20 days)
20 years+	A maximum of 150 hours (20 days)

4.3 Sick Time

In accordance to New York State Paid Sick Leave Law, all employees will accrue 1 hour of paid sick time for every 30 hours worked. Hours paid but unworked, such as holidays, PTO, designated school breaks, etc. are not used in calculating sick leave accruals. Unused sick time will carry over each year, however, the Agency reserves the right to limit use of sick time to 56 hours per calendar year.

Permitted Use
Employees may use sick leave following a verbal or written request to their supervisor for the following reasons impacting the employee or a member of their family for whom they are providing care or assistance with care:

- For mental or physical illness, injury, or health condition, regardless of whether it has been diagnosed or requires medical care at the time of the request for leave; or
- For the diagnosis, care, or treatment of a mental or physical illness, injury or health condition; or need for medical diagnosis or preventive care. This includes using leave for the recovery of any side effects of the COVID-19 vaccination.

- For an absence from work when the employee or employee's family member has been the victim of domestic violence as defined by the State Human Rights Law, a family offense, sexual offense, stalking, or human trafficking due to any of the following as it relates to the domestic violence, family offense, sexual offense, stalking, or human trafficking:

    - to obtain services from a domestic violence shelter, rape crisis center, or other services program;
    - to participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the employee or employee's family members;
    - to meet with an attorney or other social services provider to obtain information and advice on, and prepare for or participate in any criminal or civil proceeding;
    - to file a complaint or domestic incident report with law enforcement;
    - to meet with a district attorney's office;
    - to enroll children in a new school; or
    - to take any other actions necessary to ensure the health or safety of the employee or the employee's family member or to protect those who associate or work with the employee.

There is no payout for unused sick time.

4.4 Head Start/Early Head Start Employees with Designated School Breaks Off

These guidelines apply to head start employees who work 52 weeks or less per year that have designated school breaks off.

Designated school breaks are generally during the months of December, February, April and is considered designated holiday time for head start employees (approximately three [3] weeks total time). Designated school breaks are not accrued time. Employees who are out on disability or other types of leave are not paid for designated school breaks while out on leave during the designated period.

Accrued hours provide additional time off for staff to use for such things as sick time, personal time, and/or family illness. As such, accrued time is not paid out upon termination with the Agency.

Layoffs generally occur June through August.

Employees who work <u>less than</u> 52 weeks per year with designated school breaks		
Length of Service (Based on Anniversary Year)	**Maximum Amt. Accrued Per Year**	**Maximum Accrual Carryover Amt.**
Less than 5 years	Up to 37.5 hours (5 days)	Up to 75 hours (10 days)
5 – 10 years	Up to 52.5 hours (7 days)	Up to 105 hours (14 days)
10+ years	Up to 67.5 hours (9 days)	Up to 135 hours (18 days)

Employees who work 52 weeks per year with designated school breaks		
Length of Service (Based on Anniversary Year)	**Maximum Amt. Accrued Per Year**	**Maximum Accrual Carryover Amt.**
Less than 5 years	Up to 52.5 hours (7 days)	Up to 105 hours (14 days)
5 – 10 years	Up to 67.5 hours (9 days)	Up to 135 hours (18 days)
10+ years	Up to 82.5 hours (11 days)	Up to 165 hours (22 days)

4.5 Leave-Without-Pay

Employees that are on leave without pay will not accrue PTO during any pay period that they are out on leave without pay. Personal Time Off accruals will recommence once the employee returns to active work status.

Employees on a leave of absence for any reason (except for Worker's Compensation) must use all personal time off before moving to unpaid time-off. ***[See FMLA, Section 4.16]***

4.6 Medical

Employees may be requested to provide documentation of medical absences that exceed three (3) consecutive days or at other times as requested by human resources. ***[See Attendance and Punctuality, Section 4.14]*** *also* ***[See FMLA, Section 4.16]***

4.7 Jury Duty

It is the Agency's position that any employee who serves as a juror should do so without enduring financial hardship. The Agency will continue wages that you would ordinarily have received under your regular work schedule while serving on a jury. You are required to return to work for the remainder of any day that you are not required to serve, and you should advise your supervisor daily as to your status.

Upon receipt of the notice to serve jury duty, you should immediately notify your supervisor, as well as the human resources department. Additionally, a copy of the notice to serve jury duty should be forwarded to the human resources department.

Employees will continue to accrue personal time off during jury duty. Jury pay is not used in the calculation of overtime.

Abuse or violation of this policy will subject the employee to disciplinary action up to and including termination.

4.8 Bereavement Leave

PEACE, Inc. understands the deep impact that death can have on individuals or a family. The following describes the benefit offered for employees.

Full-time and part-time employees are granted up to three (3) days of paid leave for the death in an employee's immediate family to be used before or after the date of the funeral. Bereavement time does not have to be taken in consecutive days.

Employees will continue to accrue personal time off during the bereavement leave.

Immediate family is defined as:

- spouse or domestic partner (name must be on file with HR department)
- parent (including step, in-law, or custodial guardian who served in the capacity of a parent)
- sibling (including step and in-law)
- child (including step, adopted, foster, and in-law)
- grandparent or grandchild

An employee may use PTO if additional time is required or for family members who are not covered by this policy.

Employees should notify their supervisors as soon as possible of the need for leave time. Proof of death and relationship to the deceased may be required.

Bereavement pay is not used in the calculation of overtime.

4.9 Voting

The Agency believes that every employee should have the opportunity to vote in any state or federal election, general primary or special primary. Any employee whose work schedule does not provide him or her four consecutive hours to vote while polls are open will be granted up to two paid hours off in order to vote. Any additional time off will be without pay. We reserve the right to select the hours you are excused to vote.

Exempt employees may be provided additional time off with pay when necessary to comply with state and federal wage and hour laws.

Notify your immediate supervisor of the need for voting leave two to ten days before election. When you return from voting, you must present a voter's receipt as soon as possible.

4.10 Bone Marrow Donation Leave

Employees who work an average of 20 hours or more each week are eligible to receive up to 24 hours of unpaid leave to donate bone marrow.

Please provide your supervisor with written physician verification of the purpose and length of each leave. Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

4.11 Blood Donation Leave

Employees who work an average of 20 hours or more per week are entitled to up to three (3) hours of unpaid leave in any 12-month period to donate blood. The 12-month period will be based on the calendar year. You must provide your supervisor reasonable notice of your intent to take leave to give blood.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

4.12 Victims of Crime Leave

The Agency will grant reasonable and necessary leave from work, without pay, to employees who are victims of a crime to attend or participate in legal proceedings pertaining to a crime. Affected employees must give their program director or supervisor reasonable notice that leave under this policy is required.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

4.13 Break Time for Nursing Mothers

All employees of PEACE, Inc. have the right to express breast milk in the workplace and the Agency has adopted the following policy to support them. This policy is communicated to all current employees annually and included in new employee orientations. The policy is also communicated to employees who have recently returned from maternity leave.

Employees who choose to express breast milk in the workplace should provide reasonable advance notice of their need by submitting a request to their supervisor, program director, or the human resources department. The employee will receive a response within five (5) business days of the Agency's receipt of the request.

Reasonable paid or unpaid break time

- Employees are allowed to use reasonable unpaid break time and meal breaks to breastfeed or express breast milk during work hours. Employees can use breaks and meal times to express breast milk for up to three years following childbirth. Each break will be no less than 20 minutes.
- If the lactation room is located far from the employee's work station, unpaid breaks will be no less than 30 minutes. For time beyond their usual break times, employees may use personal leave or may make up the time as agreed upon with their supervisor.

Reasonable Effort and Privacy

- PEACE, Inc. will make a reasonable effort to provide a room or other location (not a toilet stall or restroom) close to the employee's work area where they can privately breastfeed or express breastmilk.
- The private location will
    - Contain a chair and small table or other flat surface
    - Be well-lit
    - Have a lock or a sign for when the location is in use to ensure privacy
    - Have a curtain or other covering for any windows
    - Have an electrical outlet
    - Be located near a sink with running water so that employees can wash their hands and rinse out breast pump parts.

Employees may also breastfeed or express breast milk in their own private offices or in other comfortable locations agreed upon with their supervisor. Employees can store their breast milk in refrigerators located at the work site.

No employee who chooses to express breast milk will be discriminated against or be subject to any form of retaliation.

4.14 Attendance and Punctuality

Employees need to be present and accountable during their scheduled work time. Excessive tardiness and poor attendance disrupt the work flow and the services we provide.

The following are 2 categories of absences:

- **Scheduled absence** – the employee notifies his/her supervisor in advance and obtains approval to be away from or late to work. This includes time off requests, paid or unpaid.
- **Unscheduled absence** – an employee does not show up for work, does not call in, and/or does not have a valid reason for an absence.

PEACE, Inc. recognizes, however, that an employee may occasionally be disabled by injury, illness or unforeseen circumstances. Advance notification of an absence is necessary to make arrangements to handle work in the absence of a scheduled employee.

In the event you are unable to arrive to work as scheduled, the following call-in procedure should be used:

In case of tardiness

If you are going to be late for work, you must directly notify your immediate supervisor by phone, at least one hour prior to your scheduled starting time, stating the reason you will be late and your expected time of arrival. Employees should check with immediate supervisors to determine how best to communicate for if they are going to be late or absent.

If your immediate supervisor is not available when you communicate, you must connect with someone who is responsible for forwarding calls and messages, or leave a message on your supervisor's voicemail**.** You must continue to make an effort to connect with your supervisor directly either by phone or text.

A non-exempt employee who does not work or does not work his or her full shift will be paid only for the actual time worked.

In case of an unscheduled absence:
You must personally notify your immediate supervisor at least one (1) hour before your scheduled starting time.
If your immediate supervisor is not available when you call, you must speak someone who is responsible for forwarding calls and messages, or leave a message on your supervisor's voicemail. You must continue to make an effort to speak directly to your supervisor.

You will need to give an explanation of the circumstances surrounding your absence and the anticipated return date. If you are unable to return to work on your anticipated return date, you must notify your supervisor.

Unless extended time is pre-approved, you will be required to call in each day of the absence. If you are unable to make the call personally due the nature of your absence, i.e., hospitalization or severe illness or accident, a family member or a friend should contact your supervisor or person who is responsible for forwarding calls or messages to the supervisor, or contact Human Resources.

A note from a medical profession may be required for absences of three (3) consecutive business days absence for a medical reason.

Failure to call in personally to report tardiness or absence is a violation of Agency rules and will be recorded as an unscheduled tardiness or absence. Calls from friends or relatives on your behalf will not be accepted as an authorized notice, except in cases of emergency.

A pattern of unscheduled tardiness or absenteeism may result in disciplinary action up to and including termination. In case of repeated instances of tardiness or absence, you will be required to submit evidence verifying the reason for your absence for *each occurrence.* If requested, failure to provide such documentation will also result in disciplinary action up to and including termination.

Five (5) unscheduled occurrences of unscheduled absences in any 12 month period will be considered excessive. Excessive use of unscheduled time off will be treated as a violation of the attendance policies and could lead to disciplinary action up to termination.

Three consecutive days of absence without notice to your supervisor is considered job abandonment and will be designated as a voluntary quit and your employment will be terminated accordingly. An employee leaving under these circumstances is considered to not be in "good standing." ***[See Job Postings, Section 2.15]***

Employees are expected to report to work during inclement weather conditions, unless the Agency declares an emergency closing. Employees who are unable to report because of weather conditions may use Personal Time Off, or may be granted an authorized unpaid absence. ***[See Agency Closing, Section 6.16]***

*The **following are the general guidelines** for unscheduled absences, other than for absences that fall under FMLA or ADA. An occurrence is any period of time which can be one day or multiple days off at one time. Application of these guidelines is at the discretion of the supervisor in consultation with human resources as needed.*

Number of Occurrences	Action
1 occurrence	Verbal warning is given
2 occurrences	Written warning is given
3 occurrences	Final written warning
4 occurrences	Termination

4.15 Military Leave

Employees who perform and return from military services in the armed services, military reserves, or the National Guard shall have and retain such rights with respect to reinstatement, seniority, vacation, layoffs, compensation and length of service pay increases, as provided by applicable state and federal laws. An employee preparing to take authorized military leave shall furnish his/her supervisor a copy of the military orders or appropriate certification as far in advance as possible.

A military leave of absence is granted for voluntary and involuntary active duty in any branch of the armed forces of the United States for a period of not more than five (5) years, plus any involuntary extension not exceeding one year.

Upon successful completion of military service, an employee may be reinstated into the same or comparable position providing the Agency's circumstances have not changed to the extent that re-employment is impossible or unreasonable. USERRA contains specific rules for returning to work and they are dependent upon the duration of the uniformed service. The table below illustrates the applicable rules:

Period of Service	Reporting Deadline
Uniformed service for less than 31 days or where absence is due to physical examination to determine fitness for uniformed service:	Must report to employer no later than first full regularly-scheduled work period on first full calendar day following completion of uniformed service. Work period cannot begin until eight (8) hours after employee has arrived at his or her residence after traveling from place of uniformed service.

Uniformed service for more than 30 days but less than 181 days:	Must submit an application for employment or reemployment no later than fourteen (14) days after completing service.
Uniformed service for more than 180 days:	Must submit an application for reemployment no later than ninety (90) days after completing service.

Employees who are unable to report within these time limits may be entitled to additional time. Time limits may be extended for up to two (2) years if an individual is hospitalized or convalescing from an injury related to uniformed services duty.

PEACE, Inc., will pay regular full-time and part-time employees the difference between their reserve pay and their normal straight time earnings up to ten (10) days each calendar year.

Unused PTO may be used during military leave of absence.

If the employee has coverage under the group health plan, the employee may elect to continue the coverage for a period of time that is the lesser of:

1. The 24-month period beginning on the date on which the employee's absence for the purpose of performing service begins; or
2. The period beginning on the date on which the employee's absence for the purpose of performing service begins, and ending on the date on which he or she fails to return from service or apply for a position of employment.

4.16 Family and Medical Leave Act of 1993 (FMLA)

Family and medical leave is available to all eligible employees in accordance with the requirements of applicable state and federal laws.

Eligibility

Under the Family and Medical Leave Act of 1993 (FMLA) and any subsequent amendments to the Act, an eligible employee who has worked for PEACE, Inc., for at least 12 months and at least 1,250 hours during that time, is entitled to a total of 12 work weeks of unpaid leave during any rolling year for one of the following:

- To care for the spouse, son, daughter, or parent of the employee, if the family member has a serious health condition.
- The birth or adoption of a son or daughter of the employee, or placement of a son or daughter with the employee for adoption or foster care.
- A serious health condition of the employee that prevents the employee from performing the functions of his/her job (which may also qualify the employee for simultaneous disability leave).
- A qualifying exigency arising out of the fact that the employee’s family member is on active duty or has been notified of an impending call or order to active duty in the Armed Forces Reserves or National Guard in support of a contingency operation. Qualified exigency leave is not available to employees whose family members are already on active duty in the regular U.S.

armed services or whose family members are National Guard members called to state service by governor.

- If the employee is an eligible family member or next of kin, the employee can have up to 26 work weeks of "Service Member Family Leave" during a single 12-month period to care for a covered service member who is:
    - Undergoing medical treatment, recuperation, or therapy,
    - Otherwise in outpatient status, or
    - On the temporary disability retired list for a serious injury or illness. Serious injury or illness is defined as an injury or illness incurred by the member in the line of duty while on active duty that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating. In some circumstances, the "serious injury or illness" also may be a "serious health condition."

Serious Health Condition

A serious health condition is defined as an illness, injury, impairment or physical or mental condition that involves:

- Any period of incapacity or treatment in connection with in-patient care in a hospital, hospice or residential medical care facility;
- Any period of incapacity requiring absence from work or other regular daily activities for more than three (3) calendar days that also involves continuous treatment by or the supervision of a healthcare provider;
- Continuous treatment by or the supervision of a healthcare provider for a chronic long-term health condition that is incurable, or so serious that if not treated would result in a period of incapacity of more than three (3) calendar days; or
- Prenatal care

An employee who requests a medical leave because of the serious health condition of the employee or a covered relationship (referenced above) must submit, at his or her expense, a certification form completed by a health care provider before the leave starts, if the leave was foreseeable and 30 days' advance notice was provided, or otherwise within 25 days after the request for leave. Copies of the medical certification form are available in the human resources department.

PEACE, Inc., at the agency's expense, may require an examination by a second health care provider designated by the Agency. If the second health care provider's opinion differs from the original medical certification, PEACE, Inc., at the Agency's expense, may require a third, mutually agreed upon health care provider to conduct an examination and provide a final and binding opinion.

Failure to provide medical certification, re-certification or fitness-for-duty certification as required by this policy may result in denial of leave, continuation of leave, or restoration to employment until the proper certification or re-certification is provided.

Advance Notice

30 days advance notice is required when the leave is foreseeable. If leave is not foreseeable, notice must be given as promptly as possible when the employee knows of the need.

When the need for is not foreseeable the employee must provide notice as soon as practical.

Effect on Other Leaves
Once the period of family/medical leave has been identified, accrued unused PTO must be applied before unpaid family/medical leave is taken except as provided otherwise by this policy.

FMLA Effects on Short-term Disability and Workers' Compensation
FMLA will run concurrently during the period of short-term disability and workers' compensation. While receiving workers' compensation the employee will not be required to access accrued PTO except for the first 7 day waiting period.

While out on NYS short-term disability or workers' compensation leave, time will be deducted from your allotted 12 weeks of FMLA.

Intermittent Leave
FMLA guarantees an employee the right to take FMLA covered leave intermittently or as part of a reduced work schedule when medically necessary.

For parental leave (birth or adoption of a child), the Agency may require that leave be taken in one continuous period of time away from work.

Maintenance of Medical and Other Benefits
While out on family/medical leave, employees will be responsible for their share of the health and dental premium if they wish to continue their coverage. This payment is due by the first of each month. If employees do not pay their portion of the premiums within 30 days, the Agency may cancel the coverage and will notify the employee 15 days prior to cancellation of this action. Coverage may be reinstated upon the employee's return to work.

PEACE, Inc., will require an employee on leave to periodically report to his/her supervisor on his/her status and intention to return to work.

Life Insurance
PEACE, Inc., will continue an employee's life insurance coverage while on approved leave not to exceed the allowed 12 week time period.

Employment of Spouses
When both spouses are employed by the Agency, the family unit is entitled to a combined total of 12 weeks leave during a 12-month period if the leave is taken to care for the employee's parent with a serious health condition, for the birth of the employee's son or daughter or to care for the child after the birth, or for placement of a son or daughter with the employee for adoption or foster care or to care for the child after placement. The Agency will allow, in the case of a seriously ill child or in the event the other spouse is seriously ill, 12 weeks of leave for each spouse during a 12 month period. For example, if each spouse took six weeks of leave to care for a parent, each could use an additional six weeks due to his or her own serious health condition or to care for a child with a serious health condition.

Job Restoration
With the exception of key employees, upon return from FMLA leave, an employee must be restored to the employee's original job, or to an equivalent job with equivalent pay, benefits, and other terms and conditions of employment.

Under specified and limited circumstances where restoration to employment will cause substantial and grievous economic injury to its operations, PEACE, Inc. may refuse to reinstate certain highly-paid "key" employees after using FMLA leave during which health coverage was maintained. In such instances, the Agency will;

- notify the employee of his/her status as a "key" employee in response to the employee's notice of intent to take FMLA leave;
- notify the employee as soon as it decides it will deny job restoration, and explain the reasons for this decision;
- offer the employee a reasonable opportunity to return to work from FMLA leave after giving this notice; and
- make a final determination as to whether reinstatement will be denied at the end of the leave period if the employee then requests restoration

A "key" employee is a salaried "eligible" employee who is among the highest paid ten percent of employees within 75 miles of the work site.

Evaluations for job performance will be extended the number of weeks the employee was absent due to family/medical leave.

If possible, requests for family/medical leave should be submitted in writing and signed by the employee's immediate supervisor. Verbal or written requests should be submitted at least 30 days before the leave is to begin or as soon as possible if 30 days' notice is not possible. Appropriate forms must be submitted to Human Resources to return the employee to active status from family/medical leave.

You may contact human resources for further information regarding eligibility and benefits.

4.17 Leave of Absence

In certain circumstances it may be necessary to take leave beyond the period covered by PTO or sick bank. A personal leave of absence up to six (6) months may be granted, at the sole discretion of management.

Requests for a leave of absence must be submitted in writing to your supervisor at least thirty (30) days in advance. Requests must be approved by the executive director.

It will be determined whether the personal leave of absence is covered under the Family and Medical Leave Act (FMLA). ***[See FMLA, Section 4.16]***

You will be responsible for remitting the entire cost of the insurance premiums while out on leave without pay. Payment agreements must be made with the human resources department at the time an approval is granted.

If the leave of absence is for more than one month, eligibility for performance evaluations and vacation will be prorated to reflect the period of absence. The Agency does not guarantee employment upon return from a non-FMLA leave of absence. The employee may apply for open positions related to background and experience.

If employment is accepted outside of PEACE, Inc., during the employee's leave of absence, it will be considered automatic termination and the employee will not be eligible for any benefits covered under the leave of absence policy.

4.17a Leave of Absence for Volunteer Emergency Responders

An employee may request and shall be granted a leave of absence while engaged in the actual performance of his/her duties as (a) a volunteer firefighter or (b) an enrolled member of a volunteer ambulance service. The employee must provide the Agency with written documentation from the head of the volunteer fire department or volunteer ambulance service notifying the Agency of the employee's status as a volunteer firefighter or member of a volunteer ambulance service.

The employee must make a reasonable effort to notify the supervisor as soon as feasible that he/she may be absent or late to work.

4.18 Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA)

COBRA is a federal law that requires most employers to offer employees and their spouses and children the opportunity to temporarily continue their existing health coverage at group rates in certain instances where coverage under the plan would otherwise end. Any dependents that you have should take time to read this section.

If you are the employee covered by PEACE, Inc., group health plan, you have the right to choose continuation coverage for yourself, if you lose your group health coverage because of a reduction in your hours of employment or the termination of your employment.

If you are the spouse of the employee, you have the right to choose continuation for yourself, if you lose group health coverage through PEACE, Inc., for any of the following reasons:

- The employee reduces hours of employment or terminates employment.
- The employee becomes entitled to Medicare.
- You and the employee divorce or legally separate.
- The employee dies.

Your child has the right to choose continuation coverage if he or she loses group health coverage under PEACE, Inc., plan for any of the following reasons:

- The employee reduces hours of employment or terminates employment.
- The employee becomes entitled to Medicare.
- The employee divorces or legally separates from the spouse.
- The employee dies.
- The child ceases to be a dependent child as defined by the group plan (generally, attainment of age 18 or other specified in individual agreement).

The employee or a family member has the responsibility to inform PEACE, Inc., via enrollment/change form of a divorce, legal separation, or a child losing dependent status under the agency's medical and/or dental coverage with 60 days of the date of the event, or the date on which coverage would end under the Plan because of the event, whichever is later.

When the Agency is notified that one of the above events has happened, you will be notified that you have the right to choose continuation coverage. You have at least 60 days from the date you would lose coverage because of one of the events described above to inform the Agency that you want continuation of coverage.

If you do not choose continuation coverage within the 60-day election period, your opportunity to elect group health insurance coverage will end.

You do not have to show that you are insurable to choose continuation of coverage. However, you must pay 100% of the premium for your continuation coverage. The cost of group health coverage periodically changes. If you elect continuation coverage, we will notify you of any changes in the cost.

If a qualified beneficiary elects continuation coverage and pays the applicable premium, the Agency will provide the qualified beneficiary with coverage that is identical to the coverage provided under the Plan to similarly situated employees and/or covered dependents.

The coverage period

- Eighteen (18) months of continued coverage if the event causing the loss of coverage is a termination of employment or a reduction in work hours, each qualified beneficiary will have the opportunity to continue coverage for 18 months from the date of the qualifying event.
- Twenty-nine (29) months of continued coverage if a qualified beneficiary is disabled in accordance with the provisions of the Social Security Act at the time of the covered employee's termination of employment or reduction of hours. The extension to 29 months is available only if the qualified beneficiary provides notice of the determination of his or her disability under the Social Security Act within the 18-month period after the qualified event. The notice must be given to the employer within 60 days after the date of the disability determination. The employer must also be notified of any final determination that the qualified beneficiary is no longer disabled.
- Thirty-six (36) months of continued coverage if the event causing the loss of coverage was the death of the employee, divorce, legal separation, or a dependent child ceasing to be a

dependent child under PEACE, Inc. medical and/or dental plan, each qualified beneficiary will have the opportunity to continue coverage up to 36 months from the date of the qualifying event.

Procedure

- Initial notification will be sent to employees and spouses covered by the plan within 90 days of the individual's coverage date.
- Written notice of continued health coverage will be provided to the terminated employee and/or dependents by Human Resources.
- If a former employee chooses to continue group benefits under COBRA, he/she must pay the total applicable premium. The first payment must be received 45 days after initial election and thereafter no later than the fifth working day of each month.
- Coverage will cease if the former employee fails to make premium payments as scheduled, becomes covered by another group plan, or becomes eligible for Medicare, or when the plan terminates for all employees.

Any questions regarding this information can be directed to Human Resources.

4.19 Paid Family Medical Leave

New York's Paid Family Leave program provides wage replacement to employees for the following:

a) bond with a child
b) care for a close relative with a serious health condition or
c) help relieve family pressures when someone is called to active military service

If you contribute to the cost of your health insurance, you must continue to pay your portion of the premium cost while on paid family leave.

Employees may take up to twelve (12) weeks of paid family leave in any given 52-week period. The 52-week clock starts on the first day the employee takes paid family leave. Paid family leave is payable at 67% of the employee's weekly wage, up to a cap based on the state average weekly wage.

Paid family leave coverage is included under the disability policy carried by the Agency. The premium is fully funded by employees through payroll deductions. A maximum rate of employees' contribution is established each year.

Eligibility

Participation in the program is not optional for employees. Employees with a regular schedule of 20 or more hours per week are eligible after 26 weeks of employment.

Employees with a regular schedule of less than 20 hours per week are eligible after 175 days worked.

Employees may, but are not required to, take all of their sick leave and/or vacation before using paid family leave.

Maternity and Paternity Leave
A parent may take paid family leave during the first 12 months following the birth, adoption, or fostering of a child.

It is Agency policy that any employee who has exhausted protected leave status, may have their employment terminated if there is not a reasonable return to work date following the expiration of the leave. In most cases, if the employee is unable to return to work without restrictions that can be accommodated for the position, employment will terminated.

Caring for a Close Relative with a Serious Health Condition
A close relative includes:

- spouse
- domestic partner (not required to be on file with HR department)
- parent (step and in-law)
- child (including step and anyone for whom you have legal custody)
- grandparent
- grandchild
- sibling

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves:

- inpatient care in a hospital, hospice, or residential health care facility or
- continuing treatment or continuing supervision by a health care provider

For example, you need one or more full days to care for your mom when she undergoes chemotherapy; or your dad is having surgery followed by extensive recuperation; or your child is undergoing intense psychotherapy and is unable to attend school for a period of time. You can take Paid Family Leave in these types of instances.

Active Duty Deployment
Paid family leave is available for families eligible for time off under the military provisions in the federal Family Medical Leave Act when a spouse, child, domestic partner or parent of the employee is on active duty or has been notified of an impending call or order of active duty.

Contact the human resources for more information.

SECTION V BENEFITS

5.1 Disclaimer

PEACE, Inc. has established a variety of employee benefit programs designed to assist you and your eligible dependents in meeting the financial burdens that can result from illness and disability, and to help you plan for retirement.

This portion of the employee handbook contains a very general description of the benefits which you may receive as an employee of the Agency. Please understand that this general explanation is not intended to, and does not, provide you with all the details of these benefits.

This handbook does not change or otherwise interpret the terms of the official plan documents. Your rights can be determined only by referring to the full text of the official plan documents, which are available from the human resources department. To the extent that any of the information contained in this Handbook is inconsistent with the official plan documents, the provisions of the official documents will govern in all cases.

Please note that nothing contained in the benefit plans described herein shall be held or construed to create a promise of employment or future benefits, or a binding contract between the Agency and its employees or dependents for benefits or any other purpose. All employees shall remain subject to discharge or discipline to the same extent as if these plans had not been put into effect.

PEACE, Inc. reserves the right, in its sole and absolute discretion, to amend, modify or terminate, in whole or in part, any or all of the provisions of the benefit plans described herein. Further, the Agency reserves the exclusive right, power and authority, in its sole and absolute discretion, to administer, apply and interpret the benefit plans described herein, and to decide all matters arising in connection with the operation or administration of such plans.

For more complete information regarding any of our benefit programs, please refer to the Summary plan descriptions. Copies of the Summary Plan Description are available in the Human Resources Department.

5.2 Health Insurance Portability and Accountability Act

PEACE, Inc. complies with the proper handling of all private information and individually identifiable health information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), which restricts access to personal health information. ***[See Confidentiality Policy, Section 1.10]***

5.3 Health, Dental and Vision Insurance

All regular full-time and part-time employees and their dependents are eligible to participate in our group medical insurance plan. Employees must work a minimum of 30 hours per week to meet the eligibility requirements for participation in the medical insurance plan.

All regular full-time employees and their dependents are eligible to participate in our group dental and vision insurance plans. Employees must work a minimum of 35 hours per week to meet the eligibility requirements for participation in the dental and vision insurance plans.

The Agency pays a large percentage of the premiums for the group health, dental, and vision insurances. The employee's premiums are deducted through payroll from the employee's pay check. Elected coverage commences on the first of the month after 60 days of hire date. Employees who decline enrollment in the health, dental and/or vision insurance plan upon hire will be eligible to enroll during the next open enrollment period or must have a qualifying reason to enroll at a later date (i.e. involuntary loss of coverage under a plan at the time of hire).

Health insurance will terminate on the last day of employment. Dental vision, life and long term disability will terminate on the last day of the month of termination. Information regarding COBRA regulations and eligibility will be provided upon separation from the Agency. ***[See COBRA, Section 4.18]***

Contact the human resources department for additional information.

5.4 Short-Term Disability

All regular full-time and part-time employees are eligible for short-term disability (STD) insurance. Employees who are disabled due to a non-work related injury or illness, may be eligible to receive New York State disability insurance after a seven (7) day, unpaid waiting period. Benefits would begin on the 8th day of disability in accordance with New York State STD regulations.

Employees and supervisors must notify the human resources department in writing at the onset of a disability to initiate the claim process.

PEACE, Inc. pays the full premium for short term disability coverage and waives the right to have employees share in the expense, as is allowed by law.

Employees may also be eligible for family and medical leave). ***[See FMLA, Section 4.16]***

While out on disability leave, employees will be required to pay their share of insurance premiums. It is the employee's responsibility to contact the human resources department regarding continuation of group health and dental insurance coverage. Employees will be held responsible to reimburse the Agency for premiums paid on their behalf while out on leave-of-absence.

5.5 Long-Term Disability

After the first 30 days of continuous employment, all regular full time employees are enrolled in long term disability insurance. The premium is paid by the Agency.

This plan provides long term disability coverage when an employee is disabled longer than 90 days due to a non-work related injury or illness in accordance with the definition of "disability" specified by the

Agency's long term disability insurance carrier. Eligibility determination of a long term disability claim is made solely by the insurance carrier. For further information, please contact the human resources department.

5.6 Workers' Compensation

All employees are protected by the Workers' Compensation Act of New York State. Workers' compensation provides protection for employees who suffer work-related injury or illness. There is a seven (7) day, unpaid waiting period, with benefits beginning on the 8th day.

The Agency pays the full premium for this coverage as part of your employee benefits program. You may also be eligible for family and medical leave. ***[See FMLA, Section 4.16]***

Employees must complete an incident report for all injuries suffered at work. If due to the nature of the injury, the employee is unable to complete the form, the supervisor or manager should complete the form and send it in to human resources.

All work-related injuries, regardless to how minor, must be reported to a supervisor or to Human Resources immediately.

If you are unable to work due to the injury or illness it is your responsibility to make an arrangement with the human resources department to ensure continued health insurance coverage. You will be required to pay your employee share of the health insurance premium while you are out of work. Employees will be held responsible to reimburse the Agency for premiums paid on their behalf while out on medical leave.

5.7 401(k) Plan

PEACE, Inc. offers a voluntary pre-tax salary reduction plan in which all full-time and part-time employees are eligible to participate. Employees can enroll in the plan on the first of the month following 30 days of employment. Employees may elect to opt-out of participation by signing a form.

The Agency will contribute a matching contribution up to a maximum of 3% of your gross earnings. Employees who are employed for six months or more, work 500 hours or more per year and who are 18 years or older, are eligible for the matching contributions.

Employees in the plan are vested according to the following schedule:

- 20% after 1 year of service
- 40% after 2 years of service
- 60% after 3 years of service
- 80% after 4 years of service
- 100% after 5 years of service

Contact human resources for more information about the 401(k) plan.

5.8 Life Insurance and Accidental Death and Disability (AD&D)

PEACE, Inc. provides a life insurance policy to all full-time employees at no cost to the employee. The coverage is one times the employee's annual salary with a minimum of $25,000 and maximum of $50,000. This life insurance coverage begins on the first of the month after 60 days following the employee's date of hire and is payable to the beneficiary on record in human resources, upon an employee's death.

Contact human resources for more information regarding this life insurance plan.

5.9 Employee Assistance Program

The Employee Assistance Program (EAP) is made available by the Agency to assist employees and their families with personal and health problems that may interfere with an employee's ability to perform his/her job.

EAP provides confidential assessment and short term counseling services to employees and their families. No information regarding the nature of employee's problems is made available to supervisors or to the Agency.

Employees can access the EAP through a self-referral or a referral by a supervisor. Each employee is allowed a specific number of visits at no cost. Should the employee require continued services, EAP will provide information regarding additional resources.

An employee's future career advancement or employment will not be impacted by participation in the program, nor will it protect an employee from any disciplinary action if substandard job performance continues.

SECTION VI ON THE JOB

6.1 Standards of Conduct

PEACE, Inc. is a community action agency that has a reputation for quality of services and integrity. Employment with PEACE, Inc. carries the responsibility of representing the Agency in your conduct, both on the job as well as off the job. It is expected that you will conduct yourself at all times in a way that will not cause harm to or discredit the Agency's name and reputation in any way.

Some of the more obvious unacceptable activities listed below will result in disciplinary action up to and including suspension and termination. This list, however, is not all-inclusive and other inappropriate conduct may also result in disciplinary action up to and including suspension and termination.

Unacceptable Activities

- Violation of any Agency rule or policy; or any action that is deemed detrimental to the Agency's efforts to operate
- Negligence or any careless action which endangers the life or safety of another person
- Being under the influence of a controlled substance or alcohol while at work; use, possession or sale of a controlled substance in any quantity while on Agency premises, except medications prescribed by a physician which do not impair work performance
- Unauthorized possession of firearms, weapons, or explosives in the workplace or while on duty
- Engaging in criminal conduct or acts of violence, or making threats of violence toward anyone on PEACE, Inc. premises or when representing the Agency; disorderly conduct, fighting, or provoking a fight on PEACE, Inc. property
- Insubordination or refusing to obey instructions issued by a supervisor, manager or director pertaining to job responsibilities and performance
- Bullying, threatening, intimidating or coercing fellow employees at any time, for any purpose
- Engaging in an act of sabotage; negligently causing the destruction or damage of the Agency's property, or the property of all persons involved in PEACE, Inc. in any manner
- Theft or unauthorized possession of PEACE, Inc. property or the property of fellow employees; removal of any PEACE, Inc. property, including documents, from the premises without prior permission from management, unauthorized use of PEACE, Inc. equipment or property for personal reasons; using PEACE, Inc. equipment for profit
- Dishonesty, falsification, misrepresentation, or material omission on your application for employment or other work records; lying about medical leave; falsifying reason for a leave of absence or other data requested by the Agency; alteration of PEACE, Inc. records or other documents
- Violating the confidentiality policy; giving confidential or proprietary information of the Agency to other unauthorized employees; breach of confidentiality of personnel information
- Unsatisfactory or careless work
- Any act of harassment, sexual or racial; telling sexist or racist jokes; making racial or ethnic slurs
- Leaving work before the end of a work day or not being ready to work at the start of a workday without approval of a supervisor, manager or director; stopping work before time specified for such purposes

- Sleeping or loitering during working hours
- Excessive use of the telephone for personal calls
- Creating or contributing to unsanitary conditions
- Failure to report an absence or late arrival; excessive absence or lateness
- Obscene or abusive language toward any person; any disorderly/antagonistic conduct on the Agency's premises
- Failure to immediately report damage to, or an accident involving the Agency's equipment
- Leaving the premises during working hours without the supervisor's knowledge or permission
- Leaving a child alone or unsupervised while under the program's care
- Failure to use positive methods of child guidance and engaging in corporal punishment, emotional or physical abuse, or humiliation or employing methods of discipline that involve isolation, the use of food as punishment or reward or denial of basic needs

6.1a HS/EHS Standards of Conduct *[See also Standards of Conduct, Section 6.1]*

All staff must implement positive strategies to support children's well-being and prevent and address challenging behavior. The ensure staff do not maltreat or endanger the health and safety of children, at minimum, staff must not:

- Use corporal punishment;
- Use isolation to discipline a child;
- Bind or tie a child to restrict movement or tape a child's mouth;
- Use or withhold food as a punishment or reward;
- Use toilet learning/training methods that punish, demean or humiliate a child;
- Use any form of emotional abuse, including public or private humiliation, rejecting, terrorizing, extended ignoring, or corrupting a child;
- Physically abuse a child;
- Use any form of verbal abuse, including profane, sarcastic language, threats or derogatory remarks about the child or child's family; or
- Use physical activity or outdoor time as a punishment or reward

A child may not be left alone or unsupervised while under an employee's care.

There is zero-tolerance for violation of this policy. Violations will subject the employee to disciplinary action up to and including termination.

6.2 Non-Violence Policy

The Agency is committed to providing a safe environment for employees, volunteers, customers and visitors. Violence can be defined as physical harm to another, shoving, pushing, harassment, bullying, intimidation, coercing, threats or talk of violence or injury to another, carrying weapons, explosives or items used as weapons.

Any display or threat of violence in the workplace will subject the employee to disciplinary actions up to and including termination. Law enforcement may be called in cases of physical violence or threats

of physical harm. Volunteers, customers or visitors exhibiting such behavior will be asked to cease any additional contact with this Agency. Employees are expected to refrain from fighting, horseplay, or other conduct that may alarm or be dangerous to others.

Employees should communicate to their supervisor, program manager/director, or to human resources any concerns or incidents that might suggest threats of possible harm or violations of this policy.

In order to protect all staff, customers, guests and volunteers, building access may be limited.

- All visitors must report to the receptionist desk and/or sign-in prior to meeting with Agency staff.
- Visitors at all head start sites must sign in and out upon arrival and leaving the building.
- All suspicious individuals or activities should be reported as soon as possible to a supervisor or supervisor designee, program manager/director.

6.3 Safety

It is the Agency's policy that every person is entitled to a safe and healthy place in which to work. Establishment and maintenance of a safe environment is the shared responsibility between the Agency and the employees at all levels of the organization. To this end, every reasonable effort will be made in achieving the goal of accident prevention and health preservation.

Each employee, as a condition of continuing employment, is required to work safely, to observe all safety rules and regulations and to perform his or her job in a manner to avoid accidents and injury to others. No employee will be required to do a job that he/she considers to be unsafe.

Further, it is each employee's responsibility to support the Agency in providing a safe place to work, and to protect themselves and co-workers against injuries and illnesses.

The Agency has a safety committee, consisting of management and non-managerial employees, whose responsibility will be identifying hazards and unsafe work practices, removing obstacles to accident prevention, and helping evaluate the Agency's effort to achieve a safe work environment.

All employees shall utilize personal protective equipment and shall practice sanitary health habits. ***[See HERO Act, Section 1.20]*** Safety guidelines are posted at each site location.

First-aid kits will be maintained and readily available in the head start/early head start sites and in other programs as appropriate, and shall be readily available on outings away from the site. Each kit will be accessible to staff members at all times and will be kept out of the reach of children.

In the event an accident occurs in the workplace, regardless of how minor, you must report it to your supervisor immediately. An accident form must be completed and sent to human resources as soon as possible. If your supervisor is unavailable, you must report the accident to the next available supervisor or program director or contact human resources. Employees shall cooperate and assist in the investigation of all accidents or incidents. ***[See Workers Compensation, Section 5.6]***

PEACE, Inc. will promote safety awareness among children and parents by incorporating it into child and parent activities as well as interactions with all clients served.

6.4 Substance Abuse/Drug and Alcohol Policy

PEACE, Inc. is dedicated to providing dependable services in a safe environment. It is our goal to provide a safe, satisfying working environment, which promotes personal opportunities for growth. In meeting these goals, it is our policy to:

- assure that employees are not impaired in their ability to perform assigned duties in a safe, productive and healthy manner;
- assure that employees are fit for duty;
- create a workplace environment free from the adverse effects of drug and alcohol use;
- prohibit the unlawful manufacture, distribution, dispensing, possession, or use of controlled or illegal substances

Participation in the drug and alcohol program is a term and condition of initial and continued employment for all employees who are designated as holding safety sensitive positions.

Purpose

The purpose of this policy is to assure worker fitness for duty and to protect our employees, customers, and the public from risks posed by the use of alcohol and prohibited drugs. This policy is also intended to comply with all applicable regulations governing anti-drug use in the workplace, specifically the regulations of the U.S. Department of Transportation in 49 CFR Parts 40 and 655 promulgated and amended under the Omnibus Transportation Employee Testing Act of 1991. These regulations are incorporated by reference into this policy and will be made available for review by employees when requested.

This policy will be kept current to comply with any applicable new or revised federal regulations. This policy requires drug testing and alcohol testing for employees responsible for safety-sensitive functions and prevents performance of safety-sensitive functions when there is a positive test result. In addition, the Drug-Free Workplace Act of 1988 requires the establishment of drug-free work place policies and the reporting of certain drug related offenses to the Agency. This policy incorporates those requirements for safety-sensitive employees of PEACE, Inc. Those elements of this policy which are not mandated by the DOT regulations, but which are required by PEACE, Inc. policy have been identified as such.

Every covered employee will receive a copy of this policy and will have ready access to the corresponding federal regulations including 49CFR Parts 655 and 40 as amended. In addition, all covered employees will undergo a minimum of 60 minutes of training on the signs and symptoms of drug use including the effects and consequences of drug use on personal health, safety, and the work environment. The training also includes manifestations and behavioral cues that may indicate prohibited drug use.

Applicability
This policy applies to all PEACE, Inc. Article 19-A bus drivers and both full and part-time employees when they are on PEACE, Inc. property and when performing business off-site. This applies to off-site lunch periods or breaks when an employee is scheduled to return to work. Employees will not be permitted to conduct PEACE, Inc. business if found to be in violation of this policy.

The testing of employees with safety-sensitive job functions, as defined by the DOT regulations, is required by the DOT regulations as well as by this policy. Testing of other employees is required by this policy.

PEACE, Inc. is dedicated to assuring fair and equitable application of its substance abuse policy. Any supervisor/manager who knowingly disregards the requirements of this policy, or who, if found deliberately misuse the policy in regard to subordinates, shall be subject to disciplinary action, up to and including termination.

Definitions Prohibited Substances
The following categories of prohibited substances are addressed by this policy:

- Illegally Used Controlled Substances or Drugs – Any illegal drug or any substance identified in Schedules I through V of Section 202 of the Controlled Substances Act (21 US.C.812); and as further defined by 21 CFR 1300.11 through 1300.15. This includes but is not limited to amphetamines, opiates, phencyclidine (PCP), and cocaine, which are the five drugs or classes of drugs covered by the DOT regulations. This policy also covers so-called "designer drugs" not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration. For purposes of this policy, illegal use includes use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs.
- Legal Drugs – The appropriate use of legally prescribed drugs and nonprescription medications is not prohibited. However, under the sole authority of PEACE, Inc., the use of any substance which carries a warning label that indicates that mental functioning, motor skills or judgment may be adversely affected, must be reported to supervisory personnel and medical advice should be sought, as appropriate, before performing work-related duties. This includes marijuana.
- Alcohol – the use of alcohol-containing beverages or substances such that alcohol is present in the body while performing transit business is prohibited. Presence is defined as an alcohol concentration of 0.02 or greater.

Definitions Safety Sensitive Functions
PEACE, Inc. reviewed duties performed by all employees to determine safety-sensitive positions. Currently, food service drivers, Head start bus drivers, dispatchers, energy and housing workers, and maintenance workers are considered to be safety-sensitive. Any new job titles will be analyzed to determine if they have safety-sensitive duties.

Volunteers are not covered by this policy, unless they drive a vehicle which requires that they have a CDL and/or perform a safety-sensitive function.

Manufacture, Trafficking, Possession and Use
Any employee engaging in the manufacture, distribution, dispensing, possession, or use of prohibited substances (controlled substances, illegal drugs, alcohol or marijuana) on PEACE, Inc. premises, in transit vehicles, or while on Agency business will be terminated. Law enforcement shall be notified, as appropriate, where criminal activity is suspected.

These consequences are not mandated by the DOT, but are required by this policy.

Alcohol and Drug Use
Any employee, who is reasonably suspected of being intoxicated, impaired, or under the influence of a prohibited substance, or having a prohibited substance in the body shall be suspended from job duties pending an investigation and verification of condition. Employees who fail to pass a drug or alcohol test shall be subject to disciplinary action, up to and including termination.

These consequences are not mandated by the DOT, but they are required by this policy.

Compliance with Testing
In an effort to maintain a drug and alcohol-free workplace, all safety-sensitive employees will be subject to drug and alcohol testing. Any employee that refuses to comply with a request for a drug or alcohol test, refuses to sign the applicable form, provides false information in connection with a test, or attempts to falsify test results through tampering, contamination, adulteration or substitution shall be considered to have a verified positive test result, and will be subject to disciplinary action, up to and including termination.

Any employee who refuses to provide breath or an adequate amount of breath for a breath alcohol test and/or refusal to provide an adequate amount of urine, fails to arrive at the collection site at all or in a timely manner, leaves the scene of an accident without a valid reason before testing has been conducted, or otherwise fails or refuses to cooperate with the testing process in a way that prevents the completion of the test, shall be considered to have a verified positive test result, and will be subject to disciplinary action up to and including termination.

Employees who are experiencing work-related problems resulting from drug, narcotic, marijuana or alcohol abuse or dependency may request or be required to seek counseling or other appropriate help with the Agency sponsored Employee Assistance Program ***[See Employee Assistance Program (EAP), Section 5.9]*** This program is available to provide confidential counseling to employees and their families. In addition, medical treatment is available to employees participating in the group medical insurance plans under the terms and conditions of those plans. Any employee referred to the EAP program due to work related problems as a result of drug and alcohol abuse, that refuses such treatment, may face termination.

Employees in safety sensitive positions as defined above must notify PEACE, Inc. of any criminal drug statute conviction no later than five (5) days after such conviction or will be subject to disciplinary action, up to and including termination.

6.5 Drug and Alcohol Testing

Pre-Employment Testing
All applicants being considered for safety-sensitive positions shall undergo drug testing after a conditional offer of employment. Failure of a drug test will result in a revocation of the conditional offer of employment. An individual may not begin employment unless he or she takes the test and obtains a verified negative result.

Applicants for positions with safety-sensitive functions and employees transferring to such positions must sign a statement giving their written consent to obtain records of their drug and alcohol testing history from previous employers that are regulated by the DOT.

Random Testing
All Article 19-A drivers and employees in safety sensitive positions, will be subject to random, unannounced alcohol and drug testing. Selection of employees will be by a method employing a scientifically valid random number generation method and objective, neutral criteria that ensure that every such employee has a substantially equal statistical change of being selected within a specific time frame. The method will not permit subjective factors to play a role in selection. The manner in which the employee is selected is as follows:

- A list of individual identification numbers for all required employees will be provided to the laboratory for random selection.
- Fifty percent of all required employees will be tested over each 12 month period.
- The number of random tests will be reduced to 25% when there are no positive screens within a 12 month period. Thereafter, a positive screen will raise the number of random tests back to 50%.

Testing Due to Reasonable Suspicion
All employees irrespective of position may be subject to reasonable suspicion testing to include appropriate breath, urine, and/or blood testing, when there is reason to believe that drug or alcohol use is adversely affecting job performance. A reasonable suspicion referral for testing will be made on the basis of documented objective facts and circumstances, which are consistent with the long or short-term effects of alcohol or substance abuse. Examples of reasonable suspicion include, but are not limited to:

- Adequate documentation of unsatisfactory work performance or on-the-job behavior.
- Physical signs and symptoms consistent with alcohol and/or substance use.
- Evidence of the manufacture, distribution, dispensing, possession, or use of controlled substances, drugs, alcohol, or other prohibited substances.
- Occurrence of a serious or potentially serious accident that may have been caused by human error.
- Fights (physical contact), assaults, and flagrant disregard or violations established safety, security, or other operating procedures.

Reasonable suspicion testing will be required when a supervisor can articulate and document indicators of probable drug use or alcohol misuse by observing the appearance, behavior, and speech or body odors of the employee.

If there is reasonable suspicion that an employee may be impaired due to substance abuse and testing is conducted, the employee will be removed from service until the results are received. If there is a positive finding, the employee will be referred to EAP or terminated, if he/she refuses the referral.

Post-Accident Drug Testing
Post-accident drug testing for safety-sensitive positions and DOT regulated positions will take place as soon as practicable, but no longer than 32 hours after the accident. Post-accident alcohol testing will take place within 2 hours after the accident. If alcohol testing is not administered within 2 hours, a report documenting the reasons will be prepared and maintained on file. Subsequent follow-ups will be made in accordance with the DOT regulations.

Compliance
If the test results are positive the employee shall be administratively referred to our Employee Assistance program (EAP). If the employee refuses treatment, he/she shall be terminated.

Release to resume work with PEACE, Inc., will be based on successful completion of an EAP Program.

DOT requires that employees who test positive for controlled substances and who are returned to work afterward must continue in an aftercare program and may be subject to follow-up testing for up to five (5) years following their return to work.

A second violation of this policy shall result in immediate termination.

A more in-depth policy will be provided for all drivers in safety-sensitive positions.

6.6 Technology Policy

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

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

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

Acceptable Use of Agency Property
Use of the Agency's computers and electronic communications technologies is for programmatic and business activities of PEACE, Inc. All use of such resources shall be in an honest, ethical, and legal manner that conforms to applicable license agreements, contracts, and policies regarding their intended use. Although incidental and occasional personal use of the Agency's communications systems are permitted, users automatically waive any rights to privacy.

In addition, the information, ideas, concepts and knowledge described, documented or contained in the Agency's electronic systems are the intellectual property of PEACE, Inc. The copying or use of the Agency's intellectual property for personal use or benefit during or after employment (or period of contract) with PEACE, Inc. is prohibited unless approved in advance by the Executive director.

All hardware (laptops, computers, monitors, mice, keyboards, printers, telephones, fax machines, etc.) issued by PEACE, Inc. is the property of the Agency and should be treated as such. Users may not physically alter or attempt repairs on any hardware at any time. Users must report any problems with hardware to the IT Department.

Password Security
Users are responsible for safeguarding their login passwords. Passwords may not be shared, nor should they be printed or stored on-line. Users should not leave their computers unattended without logging off or locking their workstation. Staff may not enter another employee's area to use their computer without permission.

Confidentiality
All information on individuals or families served by PEACE, Inc. is confidential. No information may be shared with any person or Agency outside PEACE, Inc. without the prior written approval of the individual or family and the Executive director.

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

Installation of Software
The installation of new software on the computers of PEACE, Inc. without the prior approval of the IT Director is prohibited. If an employee desires to install any new programs onto a PEACE, Inc. computer, written permission must be obtained.

Other Prohibited Uses
Other prohibited uses of the Agency's communication systems include, but are not limited to:

- Engaging in any communication that is discriminatory, defamatory, pornographic, obscene, racist, sexist, or that evidences religious bias, or is otherwise of a derogatory nature toward any specific person, or toward any race, nationality, gender, marital status, sexual orientation, religion, disability, physical characteristics, or age group.

- Browsing or downloading and/or forwarding and/or printing pornographic, profane, discriminatory, threatening or otherwise offensive material from any source including, but not limited to, the internet.
- Engaging in any communication that is in violation of federal, state or local laws.
- Proselytizing or promoting any religious belief or tenet.
- Campaigning for or against any candidate for political office or any ballot proposal or issue.
- Sending, forwarding, redistributing or replying to "chain letters."
- Unauthorized use of passwords to gain access to another user's information or communications on PEACE, Inc. systems or elsewhere.
- Advertising, solicitation or other commercial, non-programmatic use.
- Knowingly introducing a computer virus into the Agency's communication system or otherwise knowingly causing damage to the Agency's systems.
- Using the Agency's systems in a manner that interferes with normal business functions in any way, including but not limited to, streaming audio from the Internet during business hours, downloading stock tickers, installing unauthorized software, etc.
- Excessive personal use of the Agency's technologies that preempts any business activity or interferes with Agency productivity.
- Sending email messages under an assumed name or obscuring the origin of an email message sent or received.

6.6a USB/Mobile Device Encryption Policy

Scope
This policy covers all laptops, tablets, USB portable devices, electronic devices, and media capable of storing electronic data that house intellectual property of PEACE, Inc. or Personally Identifiable Information (PII) of staff or clients.

Objective
To define the types of devices and media that need to be encrypted, when encryption must be used, and the minimum standards of the software used for encryption.

Devices and Media Requiring Encryption
Encryption is required for all laptops, portable devices, and portable drives that may be used to store or access PEACE, Inc.'s sensitive data or Personally Identifiable Information (PII) of staff and clients. The IT department will provide, install, configure, and support encryption where it is needed. Departments that have a laptop, portable device, or portable drive that needs to be encrypted should contact the IT department at ithelpdesk@peace-caa.org.

All unencrypted USB portable drives, portable devices, and mobile devices will be treated as "Read Only" by our computer systems. Allowing for the data on them to be viewed, but not saved to. Only devices that are encrypted can be used to save PEACE, Inc.'s intellectual data.

Data that is not considered sensitive or containing PII of staff or clients does not need to be encrypted.

Physical Transfer of Data
Anytime sensitive data of PEACE, Inc. or data containing PII of staff or clients is placed on a medium such as a CD, DVD, or portable drive to facilitate a physical transfer, either entirely within PEACE, Inc. or between PEACE, Inc. and a 3rd party, that data must be encrypted.

Archiving sensitive data or PII of clients and staff is not recommended, but it is permitted if the data is encrypted. All archiving should be done electronically so that it is stored in a controlled data center and backed up by the IT department.

Software
The IT department will install software that is capable of encrypting the entire hard drive on all identified laptops, tablets, and mobile devices subject to this policy.

Policy Adherence
Failure to follow this policy can result in disciplinary action as provided by in the PEACE, Inc. Employee Handbook, up to and including termination of employment.

Definition of Personally Identifiable Information (PII)
While a single source of information is not considered PII any combination of the information listed below shall be considered PII.

- Social security number
- Driver's license number or non-driver identification card number
- Account number
- Credit or debit card information in conjunction with:
    - Security code
    - Access code
    - Password
    - Any other information that permits access to financial accounts
    - Account, credit card or debit card number if such number permits financial account access without additional identifying information
- Biometric information such as:
    - Fingerprint
    - Voice print
    - Retina or iris image
    - Other unique physical representation or digital representation
- Username or email address in combination with a password or security question

Examples of USB Portable Drives & Mobile Devices (not all inclusive)

1. Flash drives
2. Thumb drives
3. Memory sticks
4. USB hard drives (external hard drives)
5. Smart phones
6. Tablets

Encryption Standards
The IT department will make the following approved encryption methods available for electronic data transfers.

1. Transport Layer Security (TLS 1.1, TLS 1.2)
2. USB Portable Drives (AES 256 bit encryption)
3. Mobile Devices (AES 128 bit encryption)

6.6b Email Policy

The email system shall not be used to send (upload) or receive (download) copyrighted materials, trade secrets, proprietary financial information, or similar materials without prior authorization from PEACE, Inc. management. Employees uncertain about whether certain information is copyrighted, proprietary, or otherwise inappropriate for transfer, should resolve all doubts in favor of not transferring the information and consult the IT department.

Employees are reminded to be courteous to other users of the system and always to conduct themselves in a professional manner. Emails are sometimes misdirected or forwarded and may be viewed by persons other than the intended recipient. Users should write email communications with no less care, judgment and responsibility than they would use for letters or internal memoranda written on PEACE, Inc. letterhead.

6.6c Internet

Management approval is required before anyone can post any information on commercial on-line systems or the Internet. Any approved material that is posted should obtain all proper copyright and trademark notices. The use of the Internet must be tempered with common sense and good judgment.

Violation of these policies is a serious offense and will result in appropriate disciplinary action, up to and including termination.

6.6d Employer Information and Property

The protection of PEACE, Inc. business information, property and all other Agency assets are vital to the interests and success of the PEACE, Inc.

No PEACE, Inc. related information or property, including but not limited to, documents, files, records, computer files, equipment, office supplies or similar materials (except in the ordinary course of performing duties on behalf of PEACE, Inc.) may, therefore, be removed from the Agency's premises.

When an employee leaves PEACE, Inc., the employee must return to the Agency all PEACE, Inc. information and property that the employee has in his/her possession, including without limitation, documents, files, records, manuals, information stored on a personal computer or on a computer disc, supplies, and equipment or office supplies.

6.6e Use of Computer System

It is the policy of PEACE, Inc. that the use of its computers and software is limited solely to appropriate business use.

Employees are strictly forbidden from installing software onto the system or downloading space consuming programs.

Further, this policy reaffirms that the computer system, including email is Agency property. Employees have no reasonable expectation of privacy with respect to any computer hardware, software, electronic mail or other computer or electronic means of communication or storage, whether or not employees have private access or entry code into the computer system. The Agency reserves the right to monitor the use of its computer system at any time, without notice. By using the computer system, employees expressly consent to such monitoring.

6.6f Voice Mail Policy

Every PEACE, Inc. employee is responsible for using the voice mail system properly in accordance with this policy.

The voice mail system is the property of PEACE, Inc. It has been provided by PEACE, Inc. for use in conducting Agency business. All communications and information transmitted by, received from, or stored in this system is to be used for Agency purposes only.

Employees have no right of personal privacy in any matter stored in, created in, received, or sent over the PEACE, Inc. voice mail system.

PEACE, Inc. in its discretion as owner of the voice mail system, reserves, and may exercise, the right to monitor, access, retrieve, and delete any matter stored in, created in, received, or sent over the voice mail system, for any reason without the permission of any employee and without notice.

Even though PEACE, Inc. reserves the right to retrieve and review any voice mail messages, those messages should still be treated as confidential by other employees and accessed only by the intended recipient. Employees are not authorized to retrieve or listen to any voice mail messages that are not sent to them. Any exception to this policy must receive the prior approval of PEACE, Inc. management.

The voice mail system may not be used to solicit for religious or political causes, commercial enterprises, outside organizations, or other non-job related solicitations.

Users should routinely delete outdated or otherwise unnecessary voice mails. These deletions will help keep the system running smoothly and effectively, as well as minimize maintenance costs.

Employees are reminded to be courteous to other users of the system and always conduct themselves in a professional manner. Employees should also use professional and courteous greetings on their voice mail boxes so as to properly represent PEACE, Inc. to outside callers.

Any employee who discovers misuse of the voice mail system should immediately contact the human resources department.

Violations of any PEACE, Inc. Technology Policy may result in disciplinary action up to and including discharge.

6.7 Social Networking

PEACE, Inc. realizes and understands that many employees may participate in social media as a way to share their life experiences and thoughts with family. Social media can mean many things and includes all means of communicating or posting information or content of any sort on the internet, including your own or someone else's web log or blog, journal or diary, personal website, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with PEACE, Inc., as well as any other form of electronic communications.

An employee's use of social media may involve certain risks and requires an employee to exercise certain responsibilities. It is important for employees to remember that the use of social media in a way that adversely affects the employee's job performance, the performance of colleague or otherwise adversely affects volunteers, clients, customers, suppliers, people who work on behalf of PEACE, Inc. or PEACE, Inc. legitimate business interests may result in disciplinary action up to and including termination unless the activity is protected by law.

To assist employees in making responsible decisions about the use of social media, PEACE, Inc. has established the following guidelines for the appropriate use of social media.

Guidelines

- Refrain from using social media while on work time or on equipment provided by PEACE, Inc., unless it is work-related as authorized by your manager or consistent with the Agency's Equipment Policy.
- Employees cannot use their Agency job title to endorse themselves for personal use in personal blogs.
- Employees may not use an Agency-issued email address to register or endorse themselves for personal use on social networks, blogs or other online tools utilized for personal use.
- Agency logos and trademarks may not be used on any social networking sites without the express permission from the community engagement department staff and/or the executive director.
- Photos and/or videos from Agency events or programs may not be used on any social network sites without the express permission from the community engagement department and or the executive director.
- Photos of children in the program are strictly prohibited.
- Supervisors (or any employee) should not provide online references/recommendations regarding current or past employees.

- If someone or some group offers to pay you for participating in an online forum in your Agency role, this would constitute a conflict of interest and Agency policies and guidelines would apply.
- If you are contacted by a member of the media about posting or comment on a social networking site, you must contact a staff member from the community engagement department and or the executive director before responding.
- The following subjects may not be discussed by employees in any form of social networking:
    - Agency proprietary information
    - Confidential information of clients, partners, vendors, and supplies
    - Embargoed information such as launch dates, release dates, and pending reorganization
    - Explicit sexual references
    - Obscenity or profanity
    - References to illegal drugs
- Employees must not use social networks or blogs to harass, bully, or intimidate other employees, clients, community partners and/or Agency vendors. Behaviors that constitute harassment and bulling include, but are not limited to, comments that are derogatory with respect to race, religion, gender, sexual orientation, color, disability or any other group protected by federal or state law; sexually suggestive, humiliating, or demeaning comments; and treats to stalk, haze, or physically injure another employee or client.

We may monitor content out on the web and may direct that a post be removed if it violates this policy. Users who violate the policy may be subject to discipline, up to and including termination of employment.

Nothing in the policy is designed to restrict any employees' right to engage in protected, concerted activity pursuant to Section 7 of the National Labor Relations Act.

If you have any questions about this policy or a specific posting out on the web, you may contact the human resources department.

6.8 Media Communication

PEACE, Inc. refers to media as the communication of Agency events and programs to the general public by means of the internet, television, newspapers, printed flyers/brochures (including other printed materials) and radio.

It is necessary for the agency to have one unified, consistent message to the media and the community through the utilization of the following policy and procedure.

The official spokesperson for the Agency is the executive director. In their absence or at their direction, the community engagement department is authorized to speak to media. On occasion, a spokesperson will be authorized by the executive director or the community engagement department to speak on behalf of a particular program.

In practical terms, this means:

- Program staff may not initiate contact with reporters and radio personalities, nor may staff respond to requests for information from media sources on behalf of the Agency. Reporters must call the executive director or the community engagement department to request comments or arrange for interviews.
- During a crisis, the program director of the identified program is authorized to speak to media in the event that neither the executive director nor the community engagement department is available. The program director will notify the executive director as soon as practical should such an event arise.
- If you are contacted by the media regarding programs, activities or anything relating to PEACE, Inc., you must contact the executive director and or the community engagement department immediately.
- Program directors may invite media, including celebrity emcees, to events and activities. You must inform the community engagement department of the invitees expected attendance.
- Only the executive director and or the community engagement department may schedule or issue invitations to a public hearing, media conference or similar gathering of journalists.
- Request in advance any printed materials needed.
- The executive director is the only Agency representative permitted to sign and submit "letters to the editor" or similar op-ed pieces on behalf of, or to express the views of, PEACE, Inc.
- Media releases and notifications will be generated and distributed by the community engagement department.
- All advertising published for printed or viewing must have prior approval from the community engagement department and must have the Agency name and/or logo visible according to the "branding" requirements set forth by the community engagement department. These print/viewing materials include, but are not limited to newspaper, television, newsletters, magazine, public service announcements, press releases, letters to the editor, flyers, and brochures.

6.9 Solicitations and Distributions

Solicitation of products and services during work time by both employees and non-employees is prohibited.

Solicitation includes, but is not limited to asking employees for funds or contributions, offering goods for sale, asking employees to sign a petition, requesting employees to join a group, or otherwise requesting employees' support or commitment with respect to causes, groups, or interests.

During regular work hours, employees are prohibited from soliciting or distributing literature for any purpose. Regular working hours refers to any portion of the workday in which an employee is expected to be performing job duties. Regular work hours do not include such times as lunch, break time or before and/or after work.

An employee who is not working may not solicit, or distribute literature to, an employee who is working.

6.10 Bulletin Boards

Bulletin boards maintained by PEACE, Inc. are to be used only for posting or distributing material of the following nature:

- Notices containing matters directly concerning Agency business;
- Announcements of a business nature which are equally applicable and of interest to employees.
- Information on bulletin boards must be approved by the site supervisor.

All employees are expected to check these bulletin boards periodically for new and/or updated information and to follow the rules set forth in all posted notices.

6.11 Discipline

Disciplinary action is intended to correct unsatisfactory performance or behavior when it occurs. A reasonable approach by the supervisor will be taken to identify the problem and clearly indicate the expectations for improved job performance and behavior when work rules, policies and procedures are violated.

If expected changes in performance and behavior are not made in a timely manner, the Agency will take a constructive approach to discipline. Such actions may include, but are not limited to verbal warning, written warning, suspension and/or termination.

There is no requirement that each form of discipline will be used in each situation or that the process will follow a definite sequence. The action may depend on the seriousness of the violation. **In some circumstances, immediate termination may result.** ***[See Attendance Section 4.14]***

This policy in no way alters the policy of employment-at-will.

Termination recommendations for employees under the head start/early head start program must be taken to the policy council for approval before such termination can become effective. Employees are generally suspended without pay until policy council has approved such recommendation. This is in accordance with head start regulations.

The policy council has authority to review and approve recommendations with regard to employment to include hiring, terminations and job changes.

Supervisors shall inform human resources of any disciplinary problems and corrective actions.

6.12 Grievance Procedure

PEACE, Inc. provides employees with an established procedure for expressing employment related concerns or to contest adverse determinations. This grievance procedure does not guarantee an employee's continued employment for any period. The Agency may terminate the employee's

employment at any time and is not required to allow employees to first use the grievance process before terminating their employment. The following procedures should be followed to file a complaint or grievance:

1. All grievances should be presented in writing to an immediate supervisor, who will respond within ten (10) calendar days, or within ten (10) calendar days after returning to work if absent. The individual and supervisor should attempt to address the problem through discussion or after consulting with appropriate management when necessary. The supervisor will document the discussion.
2. If the situation with the supervisor is not resolved satisfactorily or involves the employee's immediate supervisor, the employee should proceed to the supervisor's immediate supervisor, department head or functional area coordinator, who will respond within ten (10) calendar days, or within ten (10) calendar days after returning to work if absent.
3. If the situation is still not resolved satisfactorily, the employee may then submit the grievance to the executive director who will respond within ten (10) calendar days, or within ten (10) calendar days after returning to work if absent. The executive director will review and consider the problem and inform the individual of the decision in writing, with a copy of the written response given to human resources.

Human resources may be contacted at any point. The human resources director will act to facilitate a resolution providing the following assistance:

- Clarify issues and concerns
- Provide information regarding available options
- Articulate interests and possible remedies
- Provide information regarding policies and procedures
- Recommend key referral resources (internal and external), employee assistance program and mediation
- Follow-up

The Agency will attempt to resolve the complaint within a reasonable period of time while preserving the confidentiality and privacy of those involved to the extent feasible.

PEACE, Inc. prohibits any form of retaliation against any employee for filing a good faith grievance under this policy or for responsibly participating in a complaint investigation. ***[See Anti-Discrimination, Section 1.5]*** and ***[See Policy against Workplace Harassment, Section 1.7]***

If contesting a termination decision, terminated employees or employees suspended with recommendation for termination, may submit a written statement to human resources within one (1) week of the action.

6.13 Cell Phone Usage Policy

This policy about cellular phone usage applies to any device that makes or receives phone calls, leaves messages, sends text messages, surfs the Internet, or downloads and allows for the reading of and responding to email whether the device is company-supplied or personally owned.

6.13a Company Owned and Supplied Devices or Vehicles

All employees are expected to follow applicable state and federal laws and regulations regarding the use of cell phones and/or other devices at all times.

Employees whose job responsibilities include regular or occasional driving and who are issued a cell phone or other device are strictly prohibited from using a cell phone or similar device while driving, whether for company business or personal. This includes receiving or placing calls, text messaging, surfing the Internet, receiving or responding to email, or checking for phone messages.

If driving, employees are required to stop their vehicle in a safe location to use the cell phone or similar device while engaging in company business or while driving a company vehicle.

Employees who are charged with traffic violations resulting from the use of their phone or other device will be solely responsible for all liabilities that result from such actions.

6.13b Personal Cell Phones

While at work, employees are expected to exercise the same discretion in using personal cellular phones and other electronic devices as is expected for the use of company phones. Employees are encouraged to make personal calls on non-work time, except for emergencies, and to ensure that friends and family are aware of the Agency policy.

Violations of this policy are subject to disciplinary actions up to and including termination.

6.14 Non-Smoking Policy

This Agency desires to provide a healthy, safe, and efficient work environment for employees, volunteers, vendors and visitors. The goal of this smoke-and vape-free policy is to create a healthy and respectful environment by reducing exposure to secondhand smoke and toxins emitted by these products and to promote smoking cessation.

The use of a tobacco or marijuana products or the use of electronic cigarettes or vaping is prohibited on Agency property or on any off-premise area that is in the view of children entering and exiting a PEACE, Inc. building or near a playground area while children's activities are in session.

This policy applies to all PEACE, Inc. employees, volunteers, contractors and visitors. Adherence to this policy is the responsibility of all PEACE, Inc. employees, volunteers, vendors, and visitors. Employees who do not conform to this policy are subject to disciplinary action.

Definitions

"Tobacco product" means any product made or derived from tobacco, or which contains nicotine, such as cigarettes, pipes, cigars, cigarillos, hookah and smokeless tobacco products such as chew, spit, dip and snuff; and herbal cigarettes. "Tobacco product" does not include drugs approved by the federal Food and Drug Administration for tobacco cessation.

"Marijuana product" means any product made or derived from cannabis, or which contains cannabinoids that are derivatives of the cannabis plant (natural or synthetic) that can be consumed using a pipe, cigarette-like paper wrap, cigar, cigarette, water pipe, e-cigarette, or vaporizer, including, but not limited to flower or bud of the cannabis plan, concentrate, resin, hash, hemp or hemp extract.

"Electronic cigarettes or vaping" means any device that, when activated, produces an aerosol or vapor that may be inhaled, such as e-cigarettes and vape pens, whether the product being vaped includes nicotine, cannabis, or neither. This does not include drugs approved by the federal Food and Drug Administration for tobacco cessation.

"Company property" means all buildings, grounds, or vehicles owned, leased, operated, controlled, or supervised by PEACE, Inc.

6.15 Personal Appearance

Each employee is expected to dress appropriately for the job and maintain good personal hygiene during working hours. Employees working in areas where there are potential safety hazards may be required to adhere to any additional safety regulations in regard to clothing, shoes and/or jewelry. Your supervisor will offer guidance as to the proper attire for your position and any special requirements due to safety.

Staff is to present a neat, clean and professional image, whether in the office or out on Agency-related business. Some items are prohibited attire during business hours including, but not limited to, clothing that is unclean or in a state of disrepair, or items that contain material that may be considered offensive or obscene to the average person.

Employees working with children should follow the following guidelines:

- Closed-toe and closed heel shoes should be worn when going to the playground.
- Shoes with heels less than 3 inches should be worn.
- No long dangling earrings or heavy bulky jewelry.
- Long fingernails and loose, flowing garments that can be caught or pulled are prohibited.

Dress down for Friday is permitted in most programs. Dress down clothing must be tasteful and appropriate.

If it is determined that an employee/volunteer is inappropriately dressed or groomed, he or she will be instructed to go home, make necessary changes, and return to work in a reasonable amount of time. This time will not be compensated. Consult with your supervisor on questions regarding what is or is not appropriate attire for your program.

6.16 Agency Closing

The Agency may delay opening or close sites, centers, programs or the entire Agency during inclement weather, hazardous conditions, or other unforeseen circumstances. Announcement of Agency closings or delays is aired on local media including radio and TV stations, as well as posted on the website. Other communication links will be announced as circumstances occur. Employees who have signed up for emergency alerts will receive a text message.

Weather patterns often affect areas differently. For your safety, employees are encouraged to adhere to travel advisory warnings in their areas. Employees should make contact with their supervisor as soon as reasonably possible regarding conditions that may have an impact on their ability to travel.

If the Agency is closed due to inclement weather or unforeseen circumstances, employees will be paid for that day. For subsequent days off, employees pay is determined by the emergent situation, guidance from program grantors and the agency's discretion. Employees may be required to use accrued personal time off or may request "leave without pay" if the employee does not have accrued time off hours available for short-term closing.

School closings or delays for head start/early head start children do not necessarily mean that sites are closed for head start/early head start staff. Employees working at head start/early head start sites are expected to report to work. Employees choosing not to report to work may use any accrued PTO hours, or request "leave without pay" if they do not have any accrued time off hours available.

6.16a Emergency Disaster Planning and Closing

In a declared disaster or emergency, policies may be altered and/or revised to reflect the emergency situation and to comply with guidelines from governmental agencies, and funders.

Employees may be asked to work remotely if possible. Compensation and duration of compensation for employees will be emergency directives and guidelines from governmental agencies and funders.

Management will review each situation and make decisions based on any directive received from governmental entities.

6.16b Remote Work Policy

Remote work is the concept of employees working from home or another location in a way that can provide for a mutually beneficial option for both the Agency and its employees.

The ability to work from home is not a formal, universal employee benefit. It is an alternative method of meeting the needs of the Agency. Remote work is not an entitlement and it is not a companywide benefit nor is it designed to replace appropriate childcare or to accommodate other personal needs. All remote relationships are at the discretion of the Agency and may be terminated by the Agency at any time for any or no reason, and in no way changes the terms and conditions of employment within the Agency. The Agency has the right to refuse to make remote work status available to an employee and to terminate a remote work arrangement at any time.

If employees are unable to work, or must work remotely, due to an unexpected or extraordinary circumstance, including a public health emergency, the board of directors, in its discretion, may take action deemed necessary including but not limited to the temporary suspension of programs, redeployment of staff, and/or the continued compensation of all staff with full pay and benefits.

In declared disasters or emergency, grantees may continue to charge salaries and benefits consistent with the recipients' policy of paying salaries (under unexpected or extraordinary circumstances) from all funding sources, federal and non-federal. Continuation of pay will be for all staff when unable to work for reasons beyond their control (such as shut down, national disasters) or when temporarily unable to work in their hired duty status (example cannot work full time) due to unexpected or extraordinary circumstances.

PEACE, Inc. as grantee/recipient will be permitted to amend/create emergency policies in order to put emergency contingencies in place.

The employee's supervisor/manager will establish productivity expectations and standards for remote work. In addition, for a nonexempt employee, the Agency will establish the number of hours the employee is expected to work each day.

These policies are in effect as of the start of the declared emergency by the State of New York and applies to all active employees of PEACE, Inc. *[approved by Board vote, 5.2020]*

The Agency maintains an Airborne Infectious Disease Exposure Prevention Plan as required by the NYS HERO Act. That Plan is provided to employees upon hire and also located at each site. The Agency has designated Mandy King, HR Director as the individual responsible for implementing and administering the Plan.