The Arc
Oneida-Lewis Chapter

People | Progress | Potential

Employee Handbook

November 2018

245 Genesee Street Utica, NY 13501 | 315.735.6477 | www.thearcolc.org

A Message from Human Resources

The Arc values the talents and abilities of our employees and seeks to foster an open, cooperative, and dynamic environment in which employees and the Agency can thrive. The strength and success that The Arc enjoys is due in no small part to the many important contributions made by each of its employees. The Agency benefits greatly from the dedication and professionalism that each employee brings to their work, and we hope you take pride in being a member of our team. The Arc is accredited by The Council on Quality Leadership and together we are committed to being one of the best providers of services to individuals with developmental and other disabilities, one that is responsive to the needs of the people it serves. Here at The Arc, we believe that the accomplishment of our mission and vision depends on you. It is our hope that you believe that you can achieve personal success here as we work together to help The Arc fulfill its mission. You are part of an organization that is known for outstanding service and we are dedicated to providing a working environment that is inclusive and welcoming. Whether you've just started your career, are new to The Arc, or are a seasoned professional, we hope you feel welcome in The Arc family.

Mission Statement

Our Mission is to enable persons with disabilities and their families to achieve their potential through self-determined goals in partnership with the Agency. We will provide leadership in our community to develop the necessary human and financial resources to fulfill this mission.

Our Vision

It is our vision that all persons with disabilities live as fully included members of their community.

CORE VALUES

In 2011 the Board of Directors of The Arc, with input from the people we support, families and staff, adopted a set of guiding principles known as our Core Values. These Core Values are the foundation of our culture. They clarify the elements of how we perform our specialized functions each day. These Core Values are the unifying principles we share and they are the backdrop for every interaction. Our Core Values are:

Compassion
Dignity
Dedication
Person Centered – Family Based
Progressive
Integrity

COUNCIL ON QUALITY AND LEADERSHIP (CQL)

The Arc, Oneida-Lewis Chapter, NYSARC ("The Arc" or "the Agency") is accredited by the Council on Quality and Leadership (CQL) - an international not-for-profit organization dedicated to the definition, promotion, measurement and improvement of personal and community quality of life for people with disabilities and/or mental illness. CQL's vision is that people live their life in a world of dignity, opportunity and community for all people. The Arc and CQL continue a partnership to promote quality lives for people supported at our agency to live as fully included members of our community. All initiatives are fully supported by The Arc and are consistent with The Arc's Mission Statement and Core Values.

THE HISTORY OF OUR AGENCY

The Arc was founded in 1954 when several families, whose children needed an appropriate education, joined together to improve the quality of their children's lives. These parents shared their ideas, their aspirations for a better future and their tireless efforts as they formed what was then known as the *Association for the Help of Retarded Children*, envisioning a rich full life of educational and recreational opportunities for their children.

With tremendous dedication to The Arc's mission and with the support of an openhearted community, that little parent-run schoolhouse has grown into a stable and respected human services agency with more than half a century of experience. We are staffed by over 700 professionals working in 38 residences and 14 commercial facilities throughout the two-county region. The Arc, Oneida-Lewis Chapter, NYSARC is proud to provide life-enriching services to approximately 1,500 individuals and their families.

The Arc, one of 55 local NYSARC chapters across the state, offers a full array of services and supports that extend across a person's lifespan. Services and supports provided include employment opportunities, residential options, service coordination, theme-based day and community habilitation, various family supports such as respite and recreation opportunities, early intervention, school to work transitioning and opportunity for a college life at a local community college.

Use of the Agency Name

Our Organization's proper title is: **The Arc, Oneida-Lewis Chapter**
Once you state the full name in writing, you can simply use "The Arc"

TABLE OF CONTENTS

I. A MESSAGE FROM HUMAN RESOURCES……. 1

II. MISSION STATEMENT…… 1
OUR VISION…….. 1

III. CORE VALUES…….. 2

IV. COUNCIL ON QUALITY AND LEADERSHIP (CQL)…… 2

V. THE HISTORY OF THE AGENCY…… 2

VI. TABLE OF CONTENTS…… 3-5

VII. INTRODUCTION……... 6

VIII. EMPLOYMENT AT WILL…… 6

IX. EQUAL EMPLOYMENT OPPORTUNITY STATEMENT…… 6

X. IMMIGRATION LAW COMPLIANCE…… 6

XI. ADA COMPLIANCE…… 6-7

XII. FEDERAL & NYS FALSE CLAIMS ACTS…….. 7-9

XIII. YOUR EMPLOYMENT…… 9-17
EMPLOYEE CLASSIFICATIONS…… 9
Classification…… 9
Position Type…… 9-10
Status……. 10
PTO WAIVER……. 10-11
NORMAL WORK WEEK SCHEDULE…… 11
MEAL PERIODS…… 11
EMPLOYEES WITH SHORTENED ANNUAL SCHEDULES…….. 11-12
RESIDENTIAL SERVICES 24 HOUR SHIFT……. 12
EMERGENCY CLOSINGS…… 12-13
LICENSURE – CERTIFICATIONS……... 13
OUTSIDE EMPLOYMENT…… 13-14
RESIGNATION…….. 14-15
EMPLOYEE FILES…… 15
JOB VACANCIES…….. 15-16
COUNSELING PROCEDURES…… 16-17

TABLE OF CONTENTS (continued)

XIV. YOUR PAY……. 17-21
PAYDAY AND PAYROLL PERIODS…… 17
RECORDING YOUR TIME……. 17-18
OVERTIME……... 18
CALL-IN PAY……. 18
LONGEVITY AWARDS…… 19
EMPLOYEE REFERRALS…… 19-20
ENHANCED EMPLOYEE REFERRALS…… 20-21
TRAVEL REIMBURSEMENT……. 21

XV. YOUR BENEFITS (Your Invisible Paycheck)…… 21-47
HIRE DATE/ANNIVERSARY DATE…….. 21
PAID TIME OFF ACCRUALS……. 21-22
TIME OFF…… 22-29
VACATION……. 22-23
HOLIDAYS…… 23-25
SICK TIME……. 26
TIME OFF FOR MANUFACTURING EMPLOYEES…… 26-27
SICK BANK/ACCRUAL SHARING…… 27
PERSONAL LEAVE……. 28
BEREAVEMENT LEAVE…… 28
JURY DUTY…….. 28-29
ELECTION LEAVE…….. 29
LEAVES OF ABSENCE…… 29-41
PAID FAMILY LEAVE (PFL)…… 29-33
FAMILY AND MEDICAL LEAVE POLICY (FMLA)…….. 33-38
LEAVES OF ABSENCE (Non-FMLA)…… 38
NYS BLODD DONATION LEAVE LAW……. 38
BONE MARROW DONATION LEAVE…… 38
MILITARY LEAVE……. 38-39
MILITARY SPOUSE LEAVE……. 39
EDUCATION LEAVE……. 39-40
LEAVE NOTES…… 40-41
INSURANCE AND OTHER BENEFITS…… 41-47
RETIREMENT BENEFITS – PROFIT SHARING PLAN – 401k…….. 41-42
HEALTH INSURANCE…….. 42-43
DEDUCTIBLE SHARE ACCOUNT…….. 42
DENTAL INSURANCE……. 43
VISION……. 44
GROUP TERM LIFE…… 44
LONG TERM DISABILITY…… 44
CAFETERIA PLAN……. 44
Premium Conversion Account……. 44
Flexible Spending Account…….. 44
Dependent Care Reimbursement Account…….. 44

TABLE OF CONTENTS (continued)

UNEMPLOYMENT INSURANCE…… 45
SOCIAL SECURITY…….. 45
DISABILITY BENEFITS…….. 45
WORKER'S COMPENSATION…….. 45-46
VOLUNTARY INSURANCE…….. 46
ACCIDENT INSURANCE…….. 46
SUPPLEMENTAL SHORT-TERM DISABILITY……. 46
AFLAC……. 46
TUITION REIMBURSEMENT/EDUCATIONAL ASSISTANCE… 46-47

XVI. EMPLOYEE CONDUCT AND WORK RULES…… 47-63
ATTENDANCE POLICY…… 47-50
ACCIDENT PREVENTION…… 50
ALCOHOLAND DRUGS……. 50-51
EMPLOYEE ASSISTANCE PROGRAM…… 51
CONFIDENTIALITY…… 51-52
CHANGES IN PERSONAL DATA…….. 52
DRESS & PERSONAL APPEARANCE……... 52
PROBLEM RESOLUTION…… 52-53
COMPLAINT PROCEDURE……. 53
HIRING RELATIVES…… 53
PERSONAL CONDUCT AND WORK RULES…… 53-54
NURSING MOTHERS…… 54-55
PROGRAM PARTICIPANT ABUSE……. 55
SECURITY…….. 55-56
ID Badge……. 55-56
WORKPLACE HARRASSMENT……. 56-58
COMPLAINT PROCEDURE PROHIBITION RETALIATION…….. 58-59
WORKPLACE VIOLENCE…….. 59
DUTY TO REPORT/NON-RETALIATION POLICY STATEMENT… 59-60
SOLICITATION AND DISTRIBUTION……. 60
TELECOMMUNICATING/ALTERNATIVE WORK LOCATION…… 60-61
COMPUTER USAGE/E-MAIL POLICIES…….. 61
PORTABLE ELECTRONIC DEVICES…… 61
SOCIAL NETWORKING POLICY…….. 61-62
SMOKING AND USE OF TOBACCO PRODUCTS…… 62-63
TELEPHONE USE……. 63
NON-DISCLOSURE…….. 63

INTRODUCTION

Any well run business needs to operate within a code of acceptable policies, practices and ethics. We have embodied in this Employee Handbook many of the long term and newer regulations that govern our working life.

The Arc will make every effort to recognize the privileges described herein, but retains the right to discontinue, amend or modify this handbook as deemed necessary for the successful operation of the Agency. It should be understood that any policy stated in this handbook, which may conflict with New York State or Federal laws, shall be superseded by the applicable State or Federal law.

With regards to employee benefits, The Arc reserves the right to amend, terminate and/or increase the premiums for any of these programs. This reserved right can be exercised at any time, without prior notice. It should be understood that these policies are guidelines only and are subject to change at the sole discretion of the Agency. Please familiarize yourself with them, because they will facilitate your doing a good job.

EMPLOYMENT AT WILL

This handbook should not be construed as creating a contract, implied or expressed, or offering a warranty of benefits, and does not constitute, a contract guaranteeing employment for any specific duration. Although The Arc hopes the employment relationship with each employee is long-term, either the employee or the Agency may terminate this relationship at any time, with or without cause or advance notice.

AN EQUAL OPPORTUNITY EMPLOYER

The Arc, firmly believes in and subscribes to fair employment practices and opens its facilities to every qualified person. In all employment practices, and related decisions, we are committed to prohibiting discrimination on the basis of race, color, creed, national origin, religion, sex, sexual orientation, age, marital status, disability, genetic information, predisposition or carrier status, military status, domestic violence victim status, non-job related conviction record, Vietnam-era or special disabled veteran status, or any other category protected by applicable law.

IMMIGRATION LAW COMPLIANCE

The Arc is committed to employing persons legally authorized to work in the United States. We do not discriminate because of a person's citizenship or national origin. In accordance with the Immigration Reform and Control Act of 1986, every new employee at the Agency is required to complete the Employment Eligibility Verification Form (I-9) and show documents that prove identity and employment eligibility. If you leave the Agency and are rehired, you must complete another Form I-9, if the previous I-9 on file is more than 3 years old, or if the original I-9 is no longer accurate. You will also be required to complete another I-9 form if your employment authorization document expires during your employment with The Arc. The Arc maintains a confidential file of employees' I-9 forms.

AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE

The Arc is committed to complying fully with all applicable provisions of the ADA and applicable state law. It is The Arc's policy not to discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such individual's

disability or perceived disability so long as the employee can perform the essential functions of the job. Consistent with this policy of nondiscrimination, we will provide reasonable accommodations to a qualified individual with a disability, as defined by applicable law, who has made management aware of their disability, provided that such accommodation does not constitute an undue hardship on the Arc.

Employees with a disability who believe they need a reasonable accommodation to perform the essential functions of their job should contact the Human Resources Department. The Arc encourages individuals with disabilities to come forward and request reasonable accommodation. On receipt of an accommodation request, a member of management and/or a representative from Human Resources will meet with you to discuss and identify the precise limitations resulting from the disability and the potential accommodation that The Arc might make to help overcome those limitations.

The Arc will determine the feasibility of the requested accommodation considering various factors, including but not limited to the nature and cost of the accommodation, the availability of tax credits and deductions, outside funding. The Arc's overall financial resources and organization, and the accommodation's impact on operations, including its impact on the ability of other employees to perform their duties and on The Arc's ability to conduct business.

The Arc will inform the employee of its decision on the accommodation request or on how to make the accommodation.

The ADA does not require The Arc to make the best possible accommodation, provide employee the specific accommodation he/she requested, to reallocate essential job functions, or to provide personal use items (i.e. eyeglasses, hearing aids, wheelchairs, etc.).

An employee or job applicant who has questions regarding this policy or believes that they have been discriminated against based on a disability should notify the Human Resources Department. All such inquiries or complaints will be treated as confidential to the extent permissible by law.

FALSE CLAIMS ACT POLICY

The Arc, and our employees and contractors are required to comply with the Federal False Claims Act (FFCA) (31 U.S.C. 3729 et seq.) and all New York State false claims laws. The FFCA is violated when a person:

1. Knowingly presents, or causes to be presented to an officer or employee of the United States Government a false or fraudulent claim for payment or approval;
2. Knowingly makes, uses, or causes to be made or used, a false record or statement material to a false or fraudulent claim;
3. Has possession, custody, or control of property or money used, or to be used, by the Government and knowingly delivers, or causes to be delivered, less than all of that money or property;
4. Is authorized to make or deliver a document certifying receipt of property used, or to be used, by the Government and, intending to defraud the Government, makes or delivers the receipt without completely knowing that the information on the receipt is true;

5. Knowingly buys, or receives, as a pledge of an obligation or debt, public property from an officer or employee of the Government who lawfully may not sell or pledge property;
6. Knowingly makes, uses, or causes to be made or used, a false record or statement material to an obligation to pay or transmit money or property to the Government, or knowingly conceals or knowingly and improperly avoids or decreases an obligation to pay or transmit money or property to the Government; or
7. Conspires to commit one of the preceding acts.

It is The Arc's policy to require all staff members to report all known or suspected violations of the FFCA. One of the primary purposes of false claims laws is to combat fraud and abuse in government health care programs. False claims laws do this by making it possible for the government or individuals acting on behalf of the government to bring civil actions to recover damages and penalties when healthcare providers submit false claims.

Examples of fraud or false claims include, but are not limited to, misrepresenting services which were rendered, falsely certifying that services were medically necessary, "up-coding", billing for services not actually rendered or duplicate billing, making false statements to governmental agencies about The Arc's compliance with any state or federal rules, making false statements concerning the condition or operation of The Arc's programs for which certification is required, charging rates in excess of applicable federal or state health care program established rates, repeatedly violating the terms of a participating provider agreement, and failing to refund over-payments made by federal or state health care programs.

Any person or entity that violates the FFCA is liable for significant penalties and fines up to $11,000 per violation, plus three times the amount of damages sustained by the Federal Government as a result of the violation(s) and the costs of the civil action against the entity that submitted the false claims.

As an employee of The Arc you are acting in the capacity of an agent for the organization. Therefore, you are required to truthfully report your time worked and what you have worked on, including such documents as time sheets, mileage reimbursement forms, billing and progress notes, and other Agency documentation. Any employee, agent or contractor of The Arc who is found to have misrepresented information on Agency documentation or violated our service delivery or billing practices can be terminated from employment and possibly subject to criminal prosecution. As an employee, you will be required to accept educational information offered by The Arc and participate in scheduled training on the FFCA and other Corporate Compliance topics as determined by The Arc.

You have an additional responsibility as an employee of The Arc to report any event of fraud, waste, and/or abuse that you suspect or have witnessed. To report fraud, waste and/or abuse, please speak with your supervisor, contact The Arc's Corporate Compliance Officer, or call the Agency **HOT LINE (315-272-1545)** to anonymously make a report. You may also bring a civil action on behalf of the United States Government to recover funds paid by the Government as a result of false claims. The Arc will not retaliate against any employee for participating in any legally protected whistleblower activities including, but not limited to, reporting false claims.

When a report of a potential FFCA violation has been made, or an incident has been discovered, the Corporate Compliance Officer or designee will initiate an investigation. The investigation may consist of a documentation review and a set of interviews with appropriate parties to determine whether a policy of The Arc or a government regulation has been violated. Based upon the findings, the outcome of the investigation may be that the charge is not sustained, disciplinary action is imposed, employees are retrained, relevant billings are voided, Agency policies and/or procedures are modified, and/or violations are reported to a government entity.

Please contact the Compliance Officer for a copy of The Arc's complete policy on the Federal False Claims Act.

YOUR EMPLOYMENT

EMPLOYEE CLASSIFICATIONS

The Arc designates all non-contracted positions by employee classification, position type, and status.

Employee Classification

Federal and State law states that employees with certain duties are entitled to overtime pay for hours worked in excess of forty (40) hours per workweek. These employees are refereed to as "non-exempt" and receive overtime pay at a rate of 1.5 times their regular rate of pay. "Exempt" employees are those whose job assignments meet the federal and state requirements for overtime exemption. Exempt employees are compensated on a salary basis and are not eligible for overtime pay. Generally, executive, administrative, and professional employees are overtime exempt.

Each employee's classification appears on his/her Terms of Employment form and subsequent change forms where applicable.

Position Types

- Primary Position – The employee's principle position with The Arc, as determined by the Agency. A Primary Position is further defined by a status designation to determine eligibility for benefits. Except as described in the next paragraph, the employee's benefits and accrual rates are derived *only* from the Primary Position.
- Secondary Position – One or more positions the employee works in addition to the Primary Position. It is important to understand that a Secondary Position is regarded as an opportunity to work supplementary hours for an hourly wage only. Hours associated with Secondary Positions are considered per-diem hours, therefore benefits and accrual levels are not derived from Secondary Positions. However, any hours worked in a Secondary Position will be included when calculating an employee's eligibility for the Agency's Health Insurance. In addition, all hours worked in secondary positions will be counted towards eligibility and vesting in the Agency's retirement plan, and all compensation from secondary positions will be included in the calculation of the Agency's contribution to the retirement plan.

  When an employee is hired for a Secondary Position, if required, they must complete the mandated training for that position before they can work any hours in the Secondary

Position. If any of the mandated courses are only offered at times that are in conflict with the employee's regular schedule, the employee will be allowed to attend the mandatory training during their regularly scheduled hours. The hours for this training will be recorded on a separate timesheet and the employee will be paid the Secondary Position rate of pay. These hours will be charged to the Secondary Position's department. The employee will not be allowed to use paid time off on their regular timesheet to supplement these hours. The employee must make a note on their regular timesheet referencing the timesheet for the Secondary Position so that payroll will include the mandated training worked for that payroll. The employee will not lose accruals for that payroll as long as the hours worked for their regular schedule and the hours they recorded for the mandatory training are equal to the minimum required number of hours for their status.

A number of additional conditions apply when working a Secondary Position. Employees can access this information by contacting their respective supervisor or Human Resources.

Status

In order to determine eligibility for specific benefits within the Agency's benefits program, each employee is designated a particular **status** within the Primary Position**.**

Status Definitions

- Full-Time Regular – Employees scheduled to work 35 or more regular hours per week. Employees are eligible for the Agency's overall benefit program.
- Full-Time Temporary – Employees scheduled to work 35 or more temporary hours per week. Employees are eligible for some of the Agency's paid time off benefits.
- Part-Time Regular – Employees scheduled to work less than 35 regular hours per week. Employees are eligible for the Agency's paid time off benefits program on a pro-rated basis, based on the established regular hours within their identified schedule. All part-time regular employees who average 30 hrs or more per week in either the initial or standard measurement period, used for tracking eligibility for health insurance, will be eligible to participate in the Agency's Health Insurance Benefits.
- Part-Time Temporary – Employees scheduled to work less than 35 temporary hours per week. Employees are partially eligible for the Agency's paid time off benefits program on a pro-rated basis, based on the established temporary hours within their identified schedule.
- Per Diem – Employees scheduled exclusively on an as needed basis. Employees receive a specific hourly wage and are not eligible for the Agency's benefits program. However, if a per diem employee averages 30 hrs or more per week in either the initial or standard measurement period, used for tracking eligibility for health insurance, the per diem employee will be eligible to participate in the Agency's Health Insurance Benefits.

PAID TIME OFF (PTO) WAIVER

In addition to the above status categories, a Paid Time Off Waiver (PTO Waiver) option exists for certain Part-Time Regular positions. The PTO Waiver allows an employee (at the time of hire or promotion into the position) the option of working the position at a higher hourly rate in lieu of paid time off benefits that would normally be associated with the Part-Time Regular status. An employee opting for the waiver must maintain a minimum of 8.75 regularly scheduled hours per week. A list of identified Part-Time Regular positions offering the PTO Waiver is as follows:

Residence Manager, Residence Counselor, Respite Specialist, Senior Respite Specialist, Habilitation Specialist I, Habilitation Specialist II and Job Coach.

NORMAL WORK WEEK SCHEDULE

The normal work week schedule for each employee is designed to meet the needs of the department/Agency. The authority to establish and/or approve a normal work week schedule is the purview of the Senor Manager/Chief Operating Officer (COO). Final approval rests with the Chief Executive Officer(CEO).

The Senior Manager/COO/CEO shall establish/approve each employee's work schedule as operational needs demand, and shall take the following into consideration prior to approval:

- Scheduling adequate staffing
- Environmental safety and security considerations, and
- Operational functions in relation to other departments

The Agency operates 24 hours per day, seven days a week. The normal work week schedule may be adjusted to meet emerging department/Agency needs.

Once a normal work week schedule is approved, it cannot be changed without prior approval from the Senior Manager/COO/CEO.

Should there be a need to adjust the normal work week schedule, once the Senior Manager/COO/CEO approves the adjusted normal work week schedule, the employee will be notified in writing of the change prior to the change and start date.

MEAL PERIODS

Meal Periods - Employees who work more than six hours in the workday must take a minimum of a thirty (30) minute unpaid meal break, generally taken during the middle of the day. Employees cannot work through this time and are free to leave the property during their meal period. Employees are assigned meal periods by their supervisor in accordance with business needs. Employees working more than six consecutive hours, extending after the last meal period, must take a second thirty minute unpaid meal break. An employee who is the only person on duty or the only person in a specific occupation may voluntarily waive the 30 minute unpaid meal break period and be paid for the period in appropriate circumstances. If you have any questions about this policy, see Human Resources.

EMPLOYEES WITH SHORTENED ANNUAL SCHEDULES

Full-time Employees Working Positions In Programs That Have Shortened Annual Schedules

Some full-time employees work in programs that may not be in session for a full 12 months each year. These employees are given a calendar which indicates specific program dates at the beginning of each program year.

On the dates these employees do not have specific program responsibilities, their supervisors will assign them other departmental duties or will ask them to assist in other divisions. During the times the program is not in session, these employees may request, in writing, to take a leave of absence. If approved, the employee may take the leave as unpaid time (which will affect their

anniversary date and accruals, as it does when an employee requests a non-FMLA leave of absence.) Employees also have the option to use their vacation, personal, and any available floating holidays as they choose during this leave. Employees are not permitted to use sick leave accruals during this leave. This would allow employees with benefits to use a portion of their paid time during each payroll, while they are on leave, to ensure their benefit continuation throughout their leave. If employees choose to take the time as unpaid, they must make arrangements with Human Resources, prior to their leave, to make manual payments to cover their cost of their benefits while on leave.

RESIDENTIAL SERVICES 24 HOUR SHIFT

Where an employee is required to be on duty for 24 hours or more, The Arc and the employee may agree to exclude a bona fide regularly scheduled sleeping period of up to 8 hours from the employee's hours worked, provided that adequate sleeping facilities are furnished by the employer and the employee can usually enjoy an uninterrupted night's sleep. If the employee cannot get at least five hours' sleep during the scheduled period, the entire time is considered working time. An employee who is required to be on duty less than 24 hours is considered working even though he or she might be permitted to sleep when not busy.

EMERGENCY CLOSINGS

It is the Agency's policy to keep the Agency operating on a regular basis, (as established by the normal workweek.) Occasionally, however, due to inclement weather (heavy snow, ice, windstorm, etc.) it may become necessary to close some programs and/or sites on short notice. Closings will be a site-by-site basis.

If it becomes necessary to close any of the Agency's programs for the entire day an announcement will be made by 7:00 AM on the following radio and television stations whenever possible:

- Southern Region:
  - WIBX, WRUN/WFRG
  - WOUR/WUTQ, WTLB/WRCK
  - WKTV and WUTR
- Northern Region
  - WBRV/WLLG
  - WTNY/WFRY/WCIZ
  - WANT/WTOJ/WBDR/WOTT
  - WWNY

The Agency will update its social media sites – Facebook and Twitter – with closings and delays. A message will also be posted on our automated service – Dial 315-272-1521. Employees are expected to pay close attention to the public announcements and only use a telephone call to their official work site for confirmation as a last resort.

All employees will be expected to report to work unless otherwise stated in the announcement.

Direct care staff that are normally assigned to work a program that is closed may be directed to report to an Agency residence or alternate program for their shift, per their department's Emergency Closing Policy.

In the event that the program(s) are closed all scheduled meetings will be cancelled.

If an employee is scheduled to attend training away from his/her official work site, a phone call should be made to the Conference and Training Center, designated Training Update Line to verify that the training is still being held.

If unable to report to work, due to the weather, after notifying their supervisor, employees will be allowed to use accrued vacation, holiday, or personal time. Sick time will not be used for emergency closings.

All employees will be expected to follow the emergency closing contact procedure established within each department.

If a delay is announced, employees should be aware that this in regards to transportation via our contracted outside transportation. All employees will be expected to report to work at their normal reporting time.

Should an employee be delayed due to weather conditions, their supervisor should be notified and accrued time, other than sick time, will be used.

The decision to close the Agency early will be made by the Chief Executive Officer (CEO) or his/her designee and employees will be notified.

Employees using pre-approved vacation, holiday or personal time on a day the agency closes will use their accrued time.

In the event of a declaration by the Office of Civil Defense of a countywide State of Emergency in one or both counties, wherein travel is restricted or banned the following would be put into effect:

- Essential staff will be paid double time for all hours worked during the stated emergency.

LICENSURE – CERTIFICATION

When an employee's job description requires the employee have a valid license or certification as a qualification for the job, it will be the employee's responsibility to ensure the license or certification remains current and valid. The employee will be responsible for any cost associated with renewal or recertification required to maintain a valid or current license or certification, including any required testing or physicals.

OUTSIDE EMPLOYMENT

Employees are permitted to engage in outside work or hold other jobs, subject to certain restrictions as outlined below:

- Activities and conduct away from the job must not compete, conflict with or compromise The Arc's interests or reputation.
- Outside employment must not adversely affect job performance and the employee's ability to fulfill all responsibilities to The Arc.
- Employees are not to solicit or conduct any outside business during paid working time with The Arc.

Employees are cautioned to consider carefully the demands that additional work activity will create before accepting outside employment. Outside employment will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel or refusal to work overtime or different hours. If outside work activity causes or contributes to job-related problems, it must be discontinued, and, if necessary, normal disciplinary procedures will be followed to deal with the specific problem.

In evaluating outside work, management and the Human Resources Department will consider whether the proposed employment:

- May reduce the employee's efficiency in working for The Arc, including availability for overtime. Employees will not receive authorization to report to work late or to leave work early in order to accommodate a second job.
- May adversely affect The Arc's image and reputation.

Employees utilizing paid benefit time, including, but not limited to Paid Family Leave benefits, or on an unpaid leave of absence, including but not limited to leave protected by the Family and Medical Leave Act, are prohibited from engaging in outside employment during hours they would normally be working for The Arc. Fraudulent use of benefit time will result in disciplinary action up to and including termination.

RESIGNATION

Should an employee decide to leave employment with The Arc, an hourly, non-exempt employee is required to provide the respective Senior Manager with written notice of two calendar weeks (ten business days), or the minimum amount of business days required to work the normal schedule in a pay period, prior to the expected last day of work.

Senior Managers, Department Heads, exempt and all salaried non-exempt employees are required to give written notice of four calendar weeks (twenty business days) to the respective supervisor.

An exit interview is necessary for each employee. Such an interview will be scheduled with the designated Human Resources representative as soon as the supervisor receives notice of an employee's resignation.

Once notice is given the employee will not be allowed to use any accrued paid time off during the appropriate notice period. Any pre-approved requests for time off will become void and the employee will be expected to work through their notice period. Any unused vacation time, up to one year's accrual that an employee is eligible to receive, will be included in the last paycheck, provided that the appropriate notice of resignation is provided and notice period is worked. If an employee does not work the full notice period, the vacation payout will be pro-rated, based on the amount of time worked during the required notice period. In the event of an Involuntary Termination, any unused vacation time, up to one year's accrual that an employee is eligible to receive, will be included in the last paycheck. Upon termination, whether voluntary or involuntary, employees will not be paid for any accumulated sick time, holidays (floating or otherwise) or unused personal days.

Payroll will mail all final paychecks. All company property must be returned prior to or on the employee's last working day.

EMPLOYEE FILES

A confidential personnel file will be maintained on each employee and will be kept in the Human Resources Office. These files are the property of The Arc and access to the information they contain is restricted. The Arc strives to adhere to all federal and state laws regarding the confidentiality and safeguarding of personal employee information. Active employees may review their file in the presence of a Human Resources representative with 48 hours written notice. The Arc does not provide personnel files to former employees unless required by law.

Employee medical information is maintained in a separate locked file cabinet.

JOB VACANCIES

Vacancies will be posted on the Agency website and in the Human Resources Office. Any employee wishing to be considered for a position should notify the Human Resources Department within five working days after the posting of the notice.

The Arc recognizes that staff motivation, productivity and retention may be dependent on employees working in positions that are well suited to their abilities and interests and therefore offers and encourages opportunities to post for available positions throughout the Agency. In support of this, supervisors at The Arc are expected to be supportive of employees who have the desire to pursue different positions internally.

When positions at the Arc become available, the Arc will post the positions so that Arc employees can apply for the positions in accordance with this policy. In order to apply for a posted position in another department, an employee must be in his or her position for at least six (6) months, have completed Orientation to The Arc and all mandatory training, be in good standing, and must be actively employed in order to apply for an open position. An employee may not apply for another position while on a leave of absence, unless they are on an intermittent leave. Prior to posting it is recommended that the employee advise his/her supervisor that he/she is interested in applying outside the department.

The six month waiting requirement will be waived if the position being applied for is a promotion. The six (6) month waiting requirement may be waived if the employee is experiencing extenuating circumstances that affect them adversely. Exceptions to this policy will be reviewed on an individual basis and must be approved by the CEO (or designee).

Eligibility Criteria

- Employed at least six (6) months.
- Completed Orientation to The Arc and all mandatory training and be in good standing.
- Acceptable level of performance including but not limited to absence of corrective action or progressive discipline and/or resolution of previous corrective action.
- Successfully pass all screening required of position posted for and not previously required for current position.

Every effort will be made to fill job vacancies by hiring from within the Agency; however the Chief Executive Officer may appoint an employee to a new or vacant position.

COUNSELING PROCEDURES

When an employee commits an infraction of the rules, or their work performance is not up to acceptable levels, it will become necessary for the employee's immediate supervisor to commence a Counseling Procedure.

NOTE: The following procedure is a guideline only. Should any situation warrant it, a Counseling Statement may be issued without a verbal warning and a suspension or termination notice may be issued without a verbal or written warning. Any step may be skipped if, in the opinion of the Agency, the situation warrants it. The following procedure is a guide and does not supersede any of the existing policies contained in this handbook including the "Employment At Will" policy of the Agency which states that an employee may be terminated at any time, with or without cause or advance notice.

A Counseling Procedure may contain the following steps:

STEP 1 – Verbal Warnings

These sessions will be a discussion between the employee and their supervisor concerning:

- The improper behavior or incident.
- The reason for this behavior or incident.
- The course of action to rectify the situation and a time period (determined by supervisor) when the situation should be resolved or evaluated.

The supervisor will send a written summary of the session to the Senior Manager, the employee, and to Human Resources for the employee's file.

STEP 2 – Written Memo

A written memo will be prepared by the supervisor and discussed with the employee concerning:

- The improper behavior or incident
- The reason for this behavior or incident
- The course of action to rectify the situation and a time period (determined by supervisor) when the situation should be resolved or evaluated

The supervisor will send a copy of the written memo to the Senior Manager, the employee, and to Human Resources for the employee's file.

STEP 3 – Written Counseling Statement

If the verbal sessions and/or written memo(s) do not obtain the desired results, the supervisor, in conjunction with the Senior Manager, will compose a written Counseling Statement using a form provided by Human Resources. A written Counseling Statement will not be issued to an employee without the signature of the appropriate Executive Manager. A follow-up date will also be provided, at which time the supervisor and Senior Manager will determine if the matter has been resolved. The employee has the opportunity to respond in writing in a space provided on the form. An employee's decision to not respond in writing indicates the employee's agreement with the contents of the written Counseling Statement.

STEP 4 – Suspension

Some offenses may be deemed serious enough to warrant immediate action. At the discretion of the Chief Executive Officer, the employee may be suspended, without pay, pending the results of an investigation. Written documentation of the infraction and resulting suspension will be placed in the employee's file.

STEP 5 – Follow Up
Upon the review date stated on the Counseling Statement, the supervisor and Senior Manager must determine if the matter has been resolved or not and if so, state on the area provided on the form. The statement will then be forwarded to the Chief Executive Officer for a determination.

YOUR PAY

PAYDAY AND PAYROLL PERIODS

All employees are paid bi-weekly, on Fridays. If a holiday falls on a payday Friday, every attempt will be made to pay staff on the working day before the holiday.

RECORDING YOUR TIME

Bi-weekly paychecks are based solely on attendance sheet information. Employees are responsible for time sheet accuracy. They are required to complete time sheets at the beginning and the end of their reporting day. Any falsification of time sheets will result in disciplinary action up to and including termination.

All non-exempt employees must work the minimum required number of hours for their status each week or use paid time off for any unworked hours to reach the minimum hours for their status. If they do not have enough paid time off to cover the hours, they will not be paid for hours not worked and will not accrue time off for that pay period. The required hours are:

Scheduled Hrs / Status	Min Required Hrs
Full-time – 100% *(working 35 hrs or more/wk)*	35.00 hrs
Part-time – 75 % *(working 26.25 – 34.99 hrs/wk)*	26.25 hrs
Part-time – 50% *(working 17.50 – 26.24 hrs/wk)*	17.50 hrs
Part-time – 25% *(working 08.75 – 17.49 hrs/wk)*	08.75 hrs

For all exempt staff the standard workweek is a 7-day period commencing at 12:00 AM Monday and ending at midnight the following Sunday. The normal workweek for exempt staff is 35 hours of work, working 5 of the 7 days.

When exempt staff are initially hired or are leaving the Agency and the first or last week of employment is a work week of less than the basic 35-hour week, the employee receives a salary based on the ratio of hours worked to 35.
With the approval of the supervisor, an employee's hours may be reduced on one day and made up on another day within the same work week to bring the hours up to the employee's normally scheduled hours for that week. However, schedules are based on Agency needs and deviation from an employee's schedule does not rule out the use of Paid Time Off. If Paid Time Off is not available and the employee is unable to flex their hours within that week, the employee will not accrue time off for that pay period.
If the use of unpaid time violates the Attendance Policy disciplinary action may be taken.

Employees who are required to work a shift which covers the Sunday when Daylight Savings Time starts at 2:00 a.m., do not work the hour from 2:00 a.m. to 3:00 a.m. because at 2:00 a.m. all of the clocks are turned forward to 3:00 a.m. Therefore, if employees are scheduled to work 7 hours that shift, they would record the actual starting time and ending time for their shift, but would record it as 6 hours worked on their time sheet.

Employees who are required to work a shift which covers the Sunday when Daylight Savings Time ends at 2:00 a.m., work the hour from 1:00 a.m. to 2:00 a.m. twice because at 2:00 a.m. all of the clocks are turned back to 1:00 a.m. Therefore, if employees are scheduled to work 7 hours that shift, they would record the actual starting time and ending time for their shift, but would record it as 8 hours worked on their time sheet.

OVERTIME

Overtime hours for any staff must be approved, in writing, by the Senior Manager or designee. Working overtime without authorization may lead to disciplinary action, up to and including termination of employment. Overtime is calculated at 1.5 times the employee's regular hourly rate for all hours ***worked*** in excess of 40 hours in one week. Sick time, vacation time, etc. is not counted in the calculation of overtime.
In accordance with Section 7(g) (2) of the Federal Labor Standards Act (FLSA), in the case of an employee performing two or more kinds of work for which different hourly rates have been established, the employee may agree with his employer, in advance of the performance of the work, that the overtime rate he/she will be paid will be computed at not less 1.5 times the bona fide rate established for the non-overtime type of work that he/she will be performing during such overtime hours.

CALL-IN PAY

Non-exempt, hourly employees who are called in to work, on a day the employee is not scheduled to work, who work less than four hours when called in, will be paid the greater of: a)four (4) hours at the current minimum wage or b)the time worked at the employee's normal hourly rate.

The Call-in Pay does not apply if:

- Adjustments in the schedule were arranged for the employee's convenience.
- The employee is called in early or asked to stay late on a regular workday and the regular shift was completed or adjusted.
- The employee is scheduled to work additional hours and notified in advance as to the schedule change, i.e. work four hours on Saturday; or
- The employee works more than four (4) hours when called in.

The overtime rate will apply for all or any portion of call-in hours that are in excess of forty (40) hours worked in one work week.

The employee must first receive supervisory approval prior to performing any call-in work.

LONGEVITY AWARDS

The Arc appreciates the dedication and commitment of long-term employees. In recognition of longevity, each full-time employee who is actively working or using paid time off through their

anniversary date, will receive a gift of $100 for each year of employment on each fifth year anniversary (5, 10, 15 years etc.) (e.g. at 5 years employee receives $500; at 10 years, employee receives $1,000). This award increases by an additional $500 for each additional 5 years of service. Part-time employees who are actively working or using paid time off through their anniversary date, will receive a pro-rated amount based on their accrual rates. A part-time regular employee, who is less than 25%, however, will receive 25%. Employees on a leave of absence, without pay, will receive their longevity award upon their return based on their adjusted anniversary date. This incentive is reviewed on an annual basis and will be given based on Agency budget and Board of Directors determination. This award is subject to required deductions and tax withholdings. These earnings will be included in the employee's year-end gross earnings shown on the IRS W-2 Wage and Tax Statement.

If an employee drops to per diem status or terminates employment, they lose their longevity. Upon rehire or a return to full or part time status, their longevity will be based on the rehire date or the date of the status change to full or part time.

EMPLOYEE REFERRALS

Here at The Arc we have found that the best source of new employees is referrals from our existing employees. Existing employees are familiar with our mission, core values and the tenets of CQL. In an effort to recruit and retain qualified employees, The Arc instituted a $400.00 referral incentive bonus for referring both full-time and part-time employees who are hired by The Arc into a regular position and remain in a regular position for one year. Referrals for employment for per diem positions or positions in the Self-Hired/Self-Directed program are not eligible for the bonus. If the applicant is a previous employee of The Arc, Oneida-Lewis, there must have been at least a 10 year break in service in order for the employee to be eligible for the referral bonus. The referral incentive bonus involves Agency staff in identifying quality candidates to fill open positions. All applicants will be subject to the interviewing and screening process appropriate to the position. An applicant referred by an employee of The Arc is not guaranteed employment with The Arc.

All active full-time and part-time employees, including per diem employees, are eligible to participate in the referral program with the exception of employees that are involved in the recruiting and hiring process. This excludes, but is not limited to, the Human Resources Department, managers, assistant managers, and supervisors that possess direct responsibility for filling a position within their span of control. Senior Management and Executive Management are not eligible for the referral incentive bonus.

A referral card to attach to the application is available in Human Resources and will be forwarded to you at your request. The referral card identifies the applicant and who they were referred by and should be attached to the application. In addition, the applicant should indicate who they were referred by on their application under referral source/employee name.

The $400.00 referral incentive bonus is paid out in two steps:

- $150.00 after the referred employee is in the regular position for 6 months
- $250.00 after the referred employee is in the regular position for 1 year

The new hire must be regularly employed by their one year anniversary for the final $250.00 incentive bonus to be paid.

Incentive bonuses will be made only to employees who are actively employed on the date of these payments. In other words, the referring employee must remain employed for the same one year period in order to receive the full $400.00 bonus. (If employee is on a leave of absence, bonus will be paid when employee returns to active status.)

This referral bonus is subject to required deductions and tax withholdings and will be included in the employees regular paycheck. These earnings will be included in the employee's year-end gross earnings shown on the IRS W-2 Wage and Tax Statement.

ENHANCED EMPLOYEE REFERRALS

In addition to the regular Employee Referral, The Arc has instituted a $1000.00 Enhanced Employee Referral incentive bonus for referring both full-time and part-time employees who are hired by The Arc into a regular position and remain in a regular position for one year in the following positions:

- Residence Counselor, Awake/Overnight
- Residence Counselor
- Residence Manager
- Shared Staffing Position: Day Services/Residential Services DSP
- Respite Specialists
- LPN
- RN

The Enhanced Referral incentive involves Agency staff in identifying quality candidates to fill open positions. Referrals for employment for per diem positions or positions in the Self-Hired/Self-Directed program are not eligible for the bonus. If the applicant is a previous employee of The Arc, Oneida-Lewis, there must have been at least a 10 year break in service in order for the employee to be eligible for the referral bonus. All applicants will be subject to the interviewing and screening process appropriate to the position. An applicant referred by an employee of The Arc is not guaranteed employment with The Arc.

All active full-time and part-time employees, including per diem employees are eligible to participate in the Enhanced Referral program with the exception of employees that are involved in the recruiting and hiring process. This excludes, but is not limited to, the Human Resources Department, managers, assistant managers, and supervisors that possess direct responsibility for filling a position within their span of control. Senior Management and Executive Management are not eligible for the referral incentive bonus.

A referral card to attach to the application is available in Human Resources and will be forwarded to you at your request. The referral card identifies the applicant and who they were referred by and should be attached to the application. In addition, the applicant should indicate who they were referred by on their application under referral source/employee name.

The $1000.00 referral incentive bonus is paid out in two steps:

- $500.00 after the referred employee is in the regular position for 6 months
- $500.00 after the referred employee is in the regular position for 1 year

The new hire must be regularly employed by their one year anniversary for the final $500.00 incentive bonus to be paid.

Incentive bonuses will be made only to employees who are actively employed on the date of these payments. In other words, the referring employee must remain employed for the same one year period in order to receive the full $1000.00 bonus. (If employee is on a leave of absence, bonus will be paid when employee returns to active status.)

This referral bonus is subject to required deductions and tax withholdings and will be included in the employees regular paycheck. These earnings will be included in the employee's year-end gross earnings shown on the IRS W-2 Wage and Tax Statement.

TRAVEL REIMBURSEMENT

Some business trips require the use of an agency vehicle. Employees must first determine if an agency vehicle is available before taking his or her own vehicle instead of an agency vehicle. Employees will be reimbursed for expenses such as thruway tolls and EZ Pass charges upon submission of receipts and/or billing statements. When personal vehicles are used employees will also be reimbursed for mileage, upon submission and approval of the mileage reimbursement form. Traffic or parking tickets will not be reimbursed regardless of whether the employee received the ticket while using his or her personal vehicle or an agency vehicle. Please refer to the **Travel and Mileage Reimbursement Policy** for specific information regarding reimbursement. This policy can be obtained from your supervisor or the Human Resources department as requested.

YOUR BENEFITS

(*Your Invisible Pay Check*)

Your "Invisible Pay Check" might be best described as the many forms of supplemental compensation provided employees within the benefits program of The Arc. This section outlines the Agency benefits.

HIRE DATE / ANNIVERSARY DATE

The hire date is the date a person is hired and begins employment as an employee of The Arc. The hire date is never adjusted. (In the event an employee terminates and is rehired, the hire date will always reflect the last date of hire).

The anniversary date reflects the date an employee becomes a full-time or part-time employee and is indicative of the time the employee works in a full-time or part-time position. The anniversary date could be the same as the employee's hire date.

The anniversary date will be adjusted to reflect any use of unpaid time off as well as changes to the employee's status. The adjusted anniversary date is used to measure longevity and accrual rates for paid time off for positions that accrue paid time off.

PAID TIME OFF ACCRUALS

Accruals are the number of accumulated hours of paid time off, which includes floating holidays, vacation time, sick time, and personal time, that is earned based on scheduled hours worked or covered by paid time off.

The automatic accruals for sick and vacation time through ADP, our payroll service provider, are based on an accrual date. PTO Waiver employees and packagers will not have an accrual date. The accrual date is the 1st of the month following an employee's anniversary date. The anniversary date is the date an employee becomes (begins working) full-time or part-time. The only exception is when the anniversary date is actually the 1st of the month. When this occurs, the accrual date and the anniversary date are the same date.

Sick time is accrued the first pay date one month after the accrual date. For example: If an employee becomes full-time or part-time anytime between March 2 and March 31, the anniversary date will be that day in March and the accrual date is April 1. The employee will accrue sick time on the first pay date following the accrual date (the first pay date in May).

Vacation time is accrued the first pay date six months after the accrual date. Employees will be given 6 months accruals, pro-rated based on their status (100%, 75%, 50% and 25%). For example, if the accrual date is November 1, 2011, then the employee will accrue vacation time on the May 11, 2012 pay date.

For any accrual period during the waiting period that an employee is not paid the required minimum hours per their status, they will not accrue vacation for that pay period.
No accruals will be given for the pay period in which an employee's resignation occurs.
All full-time and part-time, regular and temporary, exempt and non-exempt, active employees, with the exception of PTO Waiver employees and packagers, will accrue paid time off. Accruals will be awarded on a bi-weekly basis pursuant to the accrual schedules above.

Employees who do not work the minimum required number of hours for their status each week or do not use paid time off for any unworked hours to reach the minimum hours for their status will not receive their accruals for that payroll period. In addition, the use of unpaid time off may result in an adjustment to the employee's anniversary date, which will affect their accruals for Personal Paid Time Off as well as their eligibility for their Longevity Award.

TIME OFF

All full-time and part-time, regular and temporary, exempt and non-exempt employees must use accrued paid time off for any full or partial day absence before taking the time as unpaid time off. Employees may not use paid time off or deviate from their regular schedule in order to work hours in a secondary position, except for mandatory training as outlined under **EMPLOYER CLASSIFICATIONS**, **Position Types**, Secondary Position, second paragraph.

VACATION

All requests to take vacation must be arranged in advance with the employee's supervisor. An employee's earned vacation is determined by their anniversary date and is earned according to length of service in the Agency. The following chart describes the schedule.

STATUS	BI-WEEKLY	YEARLY
Exempt and Full-time Salaried Non-exempt hired prior to 8/1/2017 0 – 3 years	4.04 hrs	105 hrs

Exempt and Full-time Salaried Non-exempt hired prior to 8/1/2017 4 years and over	5.39 hrs	140 hrs

STATUS	**BI-WEEKLY**	**YEARLY**
Full-time Non-Exempt and Salaried Non-exempt hired after 7/31/2017 0 – 3 years	2.70 hours	70 hours
Full-time Non-Exempt and Salaried Non-exempt hired after 7/31/2017 4 – 5 years	4.04 hours	105 hours
Full-time Non-Exempt and Salaried Non-Exempt hired after 7/31/2017 After 5 years	5.39 hours	140 hours

For part-time and temporary employees who work a 52-week schedule, vacation time will be pro-rated based on the percentage of time normally worked in relation to time worked by full-time, regular staff.

The scale used for accrual purposes is as follows:

Between 08.75 hrs – 17.49 hrs	25%
Between 17.50 hrs – 26.24 hrs	50%
Between 26.25 hrs – 34.99 hrs	75%

Employees will be allowed to accumulate up to 70 hrs (for full-time employees, and a pro-rated amount for part-time employees based on the above scale) more than the amount they can earn in a year's time. Any additional accruals will be automatically donated to the sick bank as outlined below.

Employees may not take vacation time during their 6-month initial employment period.

See the 4th paragraph under **RESIGNATION** for information regarding the use of accrued time off during your notice period and the subsequent vacation payout.

Exempt and non-exempt employees may take vacation time in 15 minute increments, unless otherwise indicated by Department policy.

HOLIDAYS

The Agency will observe eight holidays a year, which will be announced in December for the following year. All full and part-time employees and all full and part-time temporary employees working at least 8.75 scheduled hours per week are eligible for paid holidays. Eligible employees will receive 7 hours for each holiday, or a percentage of 7 hours, depending on their accrual rate. This will be paid within the pay period that the holiday occurred.

Religious holidays not listed on the holiday schedule may be observed by using personal leave or vacation time.

For part-time regular and temporary employees holiday pay will be pro-rated based on the percentage of time normally worked, in relation to time worked by full-time regular staff.

The scale used for this purpose is as follows:

Between 08.75 hrs – 17.49 hrs	25%
Between 17.50 hrs – 26.24 hrs	50%
Between 26.25 hrs – 34.99 hrs	75%

Eligible employees must work, or use pre-approved accrued time, the scheduled day before and after all holidays to be eligible for holiday pay, unless approved by the Director of Human Resources. When necessary, a Request for Holiday Pay form must be completed and submitted to your supervisor who will forward it to your Senior Manager and ultimately to the Human Resources Director. The Human Resources Director will review the request and make a determination. Any disputed denial will be forwarded to the Chief Executive Officer for a final determination. A doctor's statement may be required if a sick day is taken before or after a holiday.

Employees working the School Calendar Schedule do not follow the same Holiday schedule. Since this holiday calendar changes from year to year, these employees will receive this information from their programs on a yearly basis.

Direct support professionals (DSPs) in Residential Services, Community and Family Services, Day Services and Employment Services will observe the following policy:

All eligible full-time and part-time DSPs not scheduled to work on one of the Agency's fixed holidays will receive 7 hours of pay or a percentage of accrued holiday hours. This will be paid within the pay period that the holiday occurred.

Those full-time and part-time non-exempt DSPs, as well as Residential Awake Overnight (AON) Shift Supervisors and On-Call Supervisors, who work at any time from 12:01 AM through 12:00 Midnight on (**Easter Sunday, Independence Day, Thanksgiving Day, and Christmas Day)** will be paid time and a half for any hours worked on the holiday. On **Independence Day, Thanksgiving Day, and Christmas Day** an additional 7 hours of holiday time will be paid for full-time employees (or a pro-rated amount for part-time employees). If overtime (OT) occurs while working one of these holidays, the employee will be paid double time for the hours that are OT hours on the holiday.

Those full-time and part-time non-exempt DSPs, as well as Residential AON Shift Supervisors and On-Call Supervisors, who work at any time from 12:01 AM through 12:00 Midnight on any other Agency holidays (excluding **Independence Day, Thanksgiving Day, and Christmas Day)** will be paid straight time for any hours worked on the holiday plus an additional 7 hours of holiday pay for full-time employees (or a pro-rated amount for part-time employees).

Holiday pay will be paid within the pay period that the holiday occurred. Non-exempt employees must work their scheduled shift to be eligible for the 7 hours or percentage of holiday pay. If sick time is taken on the actual holiday, a doctor's statement may be required. A Request for Holiday Pay form must be filled out and forwarded to your supervisor, who will forward it to your Senior Manager, and ultimately the Human Resources Director. The Human Resources

Director will review the request and make a determination. Any disputed denial will be forwarded to the CEO for a final determination.

If an employee regularly scheduled to work a fixed holiday has requested, and has been approved, to receive paid time off, they will also receive the additional 7 hours or the percentage of accrued holiday pay.

FLOATING HOLIDAYS

All regular employees working at least 8.75 scheduled hours per week will receive either three or six floating holidays, depending on employee classification and hire date.
Temporary employees are not eligible for floating holidays.

FLOATING HOLIDAYS

STATUS	EACH TRIMESTER	YEARLY
Exempt, Non-exempt hired before 1/1/1990, and Salaried Non-exempt hired before 8/1/2017	2 days	6 days
Non-exempt hired after 12/31/1989, and Salaried Non-exempt hired after 7/31/2017	1 day	3 days

The floating holidays will be divided equally into three trimesters.

1. January – April
2. May – August
3. September – December

New employees will be eligible for floating holidays in the trimester that begins after their hire date.

You must be employed and actively working, or on a leave of absence and using paid time off for your normally scheduled hours, on the last day of the previous trimester in order to receive your floating holiday(s) on the first day of the new trimester. Employees who are on a leave of absence and are not using paid time off to cover all of their normally scheduled hours, are on an unpaid leave of absence, or returning from unpaid leaves of absence will be not be eligible for floating holidays until the trimester that begins after their return date.

Floating holidays are not considered accrued time. They cannot be carried from one trimester to the next, and are not reimbursable upon termination.

All eligible employees are responsible for submitting a request for time off to their supervisor, indicating the date(s) they wish to use their float(s), for each trimester, within the first week of the time period in question. A form for this purpose is available in the Human Resources Office. The Senior Manager (or designee) is then responsible for approving this time. Every effort will be made to accommodate an employee's request.

SICK TIME

All full-time employees accrue 84 hours of sick time per year, and part-time employees will accrue sick leave on a pro-rated basis. This leave can be accumulated for up to 630 hours and is earned at the rate of 3.23 hours for each bi-weekly schedule worked.

The employee must work 1 full month, starting the 1st of the month following their date of hire, before they will begin accruing sick time. The employee's first sick time accruals will be in the 1st payroll of the month following their first full month worked (i.e. If an employee is hired on July 12, they must work the full month of August before they start accruing sick time. In the first payroll of September, the employee will earn 3.23 hours if they are full-time, and a pro-rated amount if they are part-time, and worked the full payroll period.)

Sick time is to be used for personal and household member injury, illness or health care reasons and in accordance with the Family and Medical Leave Act and/or the Paid Family Leave Law.

Exempt and non-exempt employees may use sick time in 15 minute increments unless otherwise indicated by Department policy.

The agency reserves the right to request a doctor's certification, at any time, to substantiate an employee's need for sick leave, if abuse is suspected. Abuse of sick time may result in disciplinary action.

Part-time and temporary employees, who work a 52-week schedule, earn sick time based on the percentage of time normally scheduled by full-time staff.

The scale used for this purpose is as follows:

Between 08.75 hrs – 17.49 hrs	25%
Between 17.50 hrs – 26.24 hrs	50%
Between 26.25 hrs – 34.99 hrs	75%

Employees are required to notify the contact person in their Division before the start of the workday when they are ill and cannot come to work.

TIME OFF FOR MANUFACTURING EMPLOYEES

SUPERVISORS AND COUNSELORS:

All supervisors and counselors working in the manufacturing facilities will follow the **TIME OFF** schedules listed above.

PACKAGERS:

On January 1 of each calendar year, all packagers will be given up to ten (10) days of paid time off, each year, based on their schedule. The number of days of paid time off they are given is based on the number of days they are scheduled to work each week. The number of hours paid for each day off will be equivalent to the number of hours they are scheduled to work each day. For example, a packager who is scheduled to work 4½ hours a day, five days a week, will receive 10 days and will be paid 4½ hours for each paid day off. A packager who is scheduled to

work 4½ hours a day, 2 days a week will receive 4 days off and will be paid 4½ hours for each paid day off. These days may be used throughout the calendar year for any time the employee needs to request time off. Any unused time will be forfeited at the end of the calendar year.

Any employee hired during the calendar year, will receive a pro-rated amount of paid time off on the first of the month following their date of hire.

The Manufacturing facilities will be closed for holidays observed by The Arc, Oneida-Lewis Chapter, NYSARC. Packagers have the option of using one of their paid days for any holiday the manufacturing facility is closed or taking the time as an unpaid.

SICK BANK/ACCRUAL SHARING

This benefit is designed to provide time off to regularly scheduled employees with catastrophic or terminal health problems or who have a spouse, child, parent, or someone who stood in place of a parent to an employee when the employee was a son or daughter, or household member with a catastrophic or terminal illness, when all other leave options have been exhausted.

The sick bank cannot be used until an employee's accrued time, Worker's Compensation leave, Disability benefits and/or Paid Family Leave benefits have been exhausted. Sick bank time is not intended to be used for check-ups or testing appointments. However, if all accrued time and all other benefits, such as disability and PFL benefits, have been exhausted, requests for usage for appointments for treatment for a catastrophic or terminal illness will be considered.

The bank is established by employees' voluntary donations of vacation time. An employee may donate time in half-day increments (3.5 hours) at any time. A form for this purpose can be obtained from Human Resources or found in Microsoft Outlook under Developer>Choose A Form>Sick Bank Donation. All donations and requests will be kept confidential.

This Agency feels it is important for all employees to use vacation time for their own well-being, therefore, no employee will be allowed to donate more than one half of the vacation accruals that they can earn in a year's time. Employees are allowed to accumulate up to 10 vacation days more than the amount they can earn in a year's time. Any additional accruals, beyond the accrual limit, however, will be automatically donated to the sick bank until the sick bank maximum of 500 hours is reached. If a request is received and no time is available, the Agency may request donations for the anonymous applicant.

Only those full-time and part-time employees eligible to accrue time may apply. In addition, the regularly scheduled employee must have worked for the Agency for at least one year. If the request is approved, the employee will only be awarded time to cover regularly scheduled hours. Each full-time applicant may receive up to 30 days or 210 hours of sick bank leave in a 12-month period. Part-time employees will receive a pro-rated amount based on their status.

The employee will not accrue time while using the sick bank hours and their anniversary date will be adjusted to reflect the time they were paid through the sick bank. This adjustment will affect the date they are granted personal leave each year as well as their longevity award(s).

PERSONAL LEAVE

We recognize that from time to time you may need to take time off to attend to personal matters. The Agency allows 21 hours paid personal time, on a pro-rated basis, per year. Exempt and non-exempt employees may use personal time in 15 minute increments, and requests must be approved in advance by your Supervisor. Personal days are credited on your anniversary date each year and are not to be considered vacation days. Any unused time will be forfeited on your Anniversary Date when the new hours for the new year are awarded. Temporary employees are not eligible for personal time.

BEREAVEMENT LEAVE

In the event of the death of a family member, the Agency would like to protect you from a loss of earnings, in the days immediately following the death of a family member, while you are making the necessary arrangements and attending the funeral. These days must be taken within one week of the death of a family member and cannot be split up or saved to be used at a later date, such as a future interment.

If you are a regular full-time or regular part-time employee, excluding PTO waiver employees, you will be paid, up to a maximum of your weekly scheduled hours, (up to 40 hours based on your regular schedule), for each occasion of death in your immediate family. Immediate family includes a parent, spouse, domestic partner, same-sex committed partner, children, grandchildren, siblings, grandparents, mother-in-law, father-in-law, mother or father of an employee's same-sex committed partner. Same-sex committed partners are defined as those "who are financially and emotionally interdependent in a manner commonly presumed of spouses." No in-laws, other than your current mother-in-law or current father-in-law, will be counted as immediate family for the purpose of bereavement leave.

No bereavement time will be paid for loss of work due to the death of anyone other than an employee's immediate family as defined in the previous paragraph.

Bereavement Leave will not be granted to an employee during periods when he/she is on a leave of absence.

JURY DUTY

Employees must notify their supervisor as soon as possible should they be called for jury duty by providing a copy of the summons for jury duty.

Regular full-time employees who are summoned for service as jurors will be paid in full for any full days they are required to serve.

Employees who normally work a schedule that is outside the hours they are required to serve for jury duty will not be required to report to work for an evening or night shift after a full day has been spent serving as a juror. They will be compensated for their normal working hours for that day.

Part time-regular and temporary employees will receive a $40 per day allowance for the first three days of jury duty, as required by state law. After the third day, the State will pay the jury fee. The Arc cannot require an employee to use vacation, sick, or personal time for unpaid hours

on days the employee served. However, part-time employees may choose to use paid leave over losing wages. No employee is entitled to wages for jury days they were not actually scheduled to work.

Employees will be required to provide verification of time served to their supervisor. The employee will note all hours spent on jury duty under "J" in the appropriate section of their timesheet.

After completing jury duty, the employee will return to their position with the same status, pay and benefits.

ELECTION LEAVE

Registered voters who do not have sufficient time outside their working hours to vote may take off working time as specified below for that purpose. Employees who have four or more consecutive hours between either the opening of the polls and the beginning of their shift, or the end of their shift and closing of the polls are considered to have sufficient time to vote outside of working hours and are not eligible under the statue to take time off from work to vote. Eligible employees, not having sufficient time to vote, may take up to two (2) hours off from work to vote without loss of pay. An employee requiring time off to vote must inform their supervisor no more than ten (10) and no fewer than two (2) working days in advance. This law pertains to any election, including federal, state, and local elections, special elections proclaimed by the Governor, and primary elections.

LEAVES OF ABSENCE

PAID FAMILY LEAVE (PFL)

In accordance with the New York State Paid Family Leave Law, effective January 1, 2018, The Arc will provide eligible employees with time off to care for family members under certain circumstances detailed below. Employees on paid family leave (PFL) will receive partial pay through an insurance policy funded by a small weekly post-tax payroll deduction (set in accordance with state law). Payroll deductions begin on January 1, 2018, or the employee's first day of employment, whichever is later. Pursuant to state law, participation in the PFL program is mandatory for all employees, except for those eligible for a waiver, as explained below.

Eligibility

To be eligible for job-protected PFL, an employee must meet the following criteria:

- A full-time employee (regularly scheduled for at least 20 hours per week) is eligible to take PFL after he/she has been employed by the Agency for 26 consecutive weeks.
- A part-time employee (regularly scheduled for less than 20 hours per week) is eligible to take PFL after working 175 days.
- Time spent on paid vacation or sick leave will be counted towards eligibility, provided deductions were taken during that paid time. However, time spent on paid disability leave or unpaid leave is not counted.

Amount of Leave Available
The amount of PFL available will be phased in over several years. The maximum amount of leave available in a 52-week period is as follows.

2018	8 weeks
2019	10 weeks
2020	10 weeks
2021 & beyond	12 weeks

The 52 weeks are counted by measuring backwards from each day for which PFL is taken. PFL may be taken in weekly or daily increments. In the event an employee also collects New York State Disability Leave benefits for his/her own disability (DBL), the maximum amount of time that can be taken under state law for both DBL and PFL is 26 weeks in a 52-week period.

Family Members and/or Spouses Employed By the Agency
The Agency will not permit more than one employee to use PFL to care for the same family member at the same time. For example, if both spouses work for the Agency, the Agency can deny PFL to one spouse if both have requested the same period of time off to bond with the same child.

Benefit Levels
Employees do not continue to receive their full pay from the Agency during PFL. Rather, they receive a partial benefit payment from the Agency's insurance carrier, Guardian, after filing a claim with the carrier. Benefit levels are set by state law as a percentage of the employee's weekly income, up to a statewide cap. The levels will be phased in as follows:

2018	50% of the employee's average weekly wage, capped at $653/week
2019	55% *
2020	60% *
2021 & beyond	67% *

*****The benefit cap for years after 2018 will be determined annually in the fall by the state and applied in January.

Qualifying Reasons for PFL
Once eligible, employees can apply to take PFL for the following reasons:

- To provide care for a child (regardless of age), parent (including parent-in-law), grandparent, grandchild, spouse and/or domestic partner with a "serious health condition."
  - *Providing care* includes necessary physical care, emotional support, visitation, assistance in treatment, transportation, arranging for a change in care, assistance with essential daily living matters, and personal attendant services.
    - During the leave, the employee must be in close physical proximity to the care recipient.
  - *Serious health condition* means an illness, injury, impairment or physical or mental condition that involves either impatient care or continuing treatment or supervision by a health care provider. For further detail as to whether a particular condition qualifies as a serious health condition, please consult with Human Resources.

  - * Please note that ordinarily, unless complications arise, the common cold, the flu, ear aches, upset stomach, minor ulcers, headaches other than migraine, routine dental or orthodontia problems, periodontal disease, etc., *do not* constitute a serious health condition.
- To bond with a new child following the birth, adoption or placement in foster care.
  - In the case of adoption or placement, leave may be taken prior to the adoption or placement if the employee's absence is necessary for the placement or adoption to proceed.
  - In the case of a birth, the leave must be taken within the first year following the child's birth.
- To attend to a qualifying exigency arising out of the fact that the employee's spouse, domestic partner, child or parent is on or has been called to military active duty.
  - If you have questions regarding the definition of *qualifying exigency*, please consult with Human Resources.

PFL is not intended, nor available for the employee's own disability or serious health condition. Disability and/or medical leave may be available in those circumstances. Please see the Agency's New York State Disability Benefits Leave (DBL) or other leave policies for more information.

Note: *PFL will run concurrently with leave under the Family and Medical Leave Act (FMLA) where the leave qualifies under both laws.* If an employee whose absence qualifies for both PFL and FMLA declines to apply for PFL benefits (despite being notified he/she is also taking leave for a PFL-qualifying reason), such time will nevertheless count against the employee's PFL allotment.

Intermittent Leave
PFL can be taken intermittently (in separate blocks of time) in full-day increments.
If an employee is taking intermittent FMLA leave in partial day increments for a PFL-qualifying reason, and the employee is paid for working part of a day, the Agency will track the hours taken as FMLA. When the total hours taken reaches the number of hours in the employee's usual work day, the Agency will deduct one day of PFL benefits from the employee's annual available PFL benefit.

Employee Notice Requirements
Employees must provide the Agency with notice prior to the start of any family leave by contacting Human Resources. Employees must also provide simultaneous notice to the Agency's insurance carrier, Guardian.

- If the need for leave is foreseeable, such as for planned medical treatment or appointments, or to bond with a child, the employee must provide at least 30 days advance notice, or notice as soon as the need for the leave is known.
- If the need for leave is not foreseeable because of a medical emergency, change in circumstances, or lack of advance knowledge, the employee must provide notice as soon as practicable under the circumstances.
- If an employee fails to give 30 days' notice of a foreseeable PFL leave with no reasonable excuse for the delay, the insurance carrier may partially deny the leave claim for a period of up to 30 days from the date the notice is given.

- If the leave is taken on an intermittent basis, the employee must provide notice before each day of leave.

Applying for Leave Benefits
In addition to notifying Human Resources of the need for leave, in order to receive income replacement benefits while on PFL, the employee must submit a *Request for Paid Family Leave and Certification* form, together with supporting documentation, to the Agency's PFL insurance carrier, Guardian. If an employee is seeking payment for a previously taken time off, such request must be made within 30 days of the leave. A request form is available from Human Resources and/or Guardian.

The insurance carrier, Guardian, will make the final determination of whether the employee is eligible for PFL, whether the reason for the leave qualifies under the law, and whether the employee has provided sufficient documentation to support the need for leave.

An employee who is absent from work and is not approved for PFL may be authorized for leave, if eligible, under the Agency's other paid and/or unpaid time off policies. If the employee is not eligible under any other paid and/or unpaid time off policies, the absence may be treated as unexcused and subject to the Agency's applicable attendance policy.

Applicability of Paid Time Off
As of April 1, 2018, employees applying for or on PFL may not use Paid Time Off to substitute or supplement PFL benefits while on PFL.

Maintenance of Health Benefits
If an employee's PFL claim is approved by the insurance carrier, the Agency will maintain the employee's health benefits as if the employee continued to be actively employed. Specifically, the Agency will continue to pay its portion of the employee's group health insurance premium while the employee is on PFL.

The employee will be responsible for continuing to contribute his/her portion of the premium and is expected to make arrangements with Human Resources so that this payment is made in a timely fashion. If the payment is more than thirty (30) days late, the employee's health care coverage may be dropped for the duration of the leave. The Agency will provide fifteen (15) days notification prior to the employee's loss of coverage.

Waiver
Employees will be afforded the opportunity to waive PFL benefits under the following circumstances:

- The employee's regular schedule is 20 or more hours per week, but the employee will not work 26 consecutive weeks; or
- The employee's regular schedule is less than 20 hours per week and the employee will not work 175 days in a consecutive 52-week period.

If an employee elects to waive coverage and his/her regular schedule changes such that he/she works for 26 weeks or 175 days in a consecutive 52-week period, the waiver will be

automatically revoked. When the waiver is revoked, the Agency will begin deducting contributions from the employee, including any retroactive amounts from the date of hire or the amount necessary to prevent the Agency from paying for coverage.

Restoration to Employment
Employees who return to work at the conclusion of an approved PFL leave will be restored to the same or to a comparable position (with comparable employment benefits, pay and other terms and conditions of employment) upon their return from leave.

Appeal Rights
An employee whose claim for PFL benefits has been denied by the insurance carrier has the right to appeal the determination through an arbitration proceeding. Appeal information is available from Guardian.

Protection from Retaliation
The Agency will not discriminate and/or retaliate against any employee for inquiring about, applying for or using PFL benefits. Employees who believe they have experienced discrimination and/or retaliation should immediately notify their supervisor, Human Resources, or any other member of the Agency's management team.

Fraud
An employee who fraudulently obtains PFL leave, or who uses PFL leave in an improper manner, is subject to disciplinary action, up to and including termination.

Questions
Employees with any questions about PFL are encouraged to contact Human Resources.

FAMILY AND MEDICAL LEAVE POLICY (FMLA)

In accordance with the Family and Medical Leave Act of 1993, eligible employees shall be entitled to a total of 12 weeks of leave (or up to 26 weeks of military caregiver leave to care for a covered service member with a serious injury or illness) during a 12-month period for one or more of the following reasons:

1. The birth of a child and to care for the newborn child within one year of birth.
2. The placement of a son or daughter with the employee for adoption or foster care and to care for the newly placed child within one year of placement.
3. In order to care for the employee's spouse, child, or parent, who has a serious health condition as defined below.
    - A **spouse**, as defined in the statute, means a husband or wife. For purposes of this definition, husband or wife refers to the other person with whom an individual entered into marriage as defined or recognized under State law for purposes of marriage in the State in which the marriage was entered into or, in the case of a marriage entered into outside of any State, if the marriage is valid in the place where entered into and could have been entered into in at least one State. This definition includes an individual in a same-sex or common law marriage that either (1) was entered into in a State that recognizes such marriages or, (2) if entered into outside of any State, is valid in the place where entered into and could have been entered into in at least one State.

- A **son or daughter** is defined as a biological, adopted, foster or step child, or a legal ward that is under 18 years old, or is 18 or older and incapable of self-care because of a mental or physical disability.
- A **parent** is a biological, adoptive, step, or foster parent or an individual who stood in place of a parent to an employee when the employee was a son or daughter. An employee's parents-in-law are not included in the definition of "parent" for purposes of FMLA leave.

4. A serious health condition that makes the employee unable to perform the essential functions of his or her job.
    a. **Serious health condition** is defined as an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, residential medical care facility, or continuing treatment by a health care provider. The Agency will review leave requests taken for instances of serious illness/injury on a case-by-case basis to ensure that the reason for the leave qualifies as a serious health condition.
5. Any qualifying exigency (as set forth by the Department of Labor) arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on covered active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.
    a. **Qualifying exigencies** may include attending certain military events, arranging for alternative childcare or parental care, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

Note FMLA will run concurrently with leave under the New York State Paid Family Leave Benefits Law (" PFL") where the leave qualifies under both laws.

If an employee's need for leave qualifies under both FMLA and PFL, but the employee declines to apply for PFL benefits (despite being notified that the reason for leave is a PFL-qualifying reason) any leave taken by the employee for such reason will nevertheless be counted against both the employee' s FMLA and PFL allotments.

Military Caregiver Leave

Eligible employees shall be entitled to a total of 26 workweeks of leave during a 12-month period to care for a covered service member. A covered service member is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for serious injury or illness; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.

For a current service member, a serious injury or illness is one that was incurred by him or her in the line of duty on active duty that may render him or her medically unfit to perform the duties of his or her office, grade, rank, or rating. A serious injury or illness also includes injuries or

illnesses that existed before the service member's active duty and that were aggravated by service in the line of duty on active duty.

For a veteran, a serious injury or illness is one that was incurred by the veteran in the line of duty on active duty in the Armed Forces or that existed before the veteran's active duty and was aggravated by service in the line of duty on active duty and is either: (1) a continuation of a serious injury or illness that was incurred or aggravated when the veteran was a member of the Armed Forces and rendered the service member unable to perform the duties of his or her office, grade, ran, or rating; (2) a physical or mental condition for which the veteran has received a Department of Veterans Affairs Service-Related Disability Rating of 50% or greater; (3) a physical or mental condition that substantially impairs the veteran's ability to work because of a disability or disabilities related to military service, or would do so absent treatment; or (4) an injury that is the basis for the veteran's enrollment in the Department of Veteran Affairs Program of Comprehensive Assistance for Family Caregivers.

Combined Leave Total
During the single 12-month period, an eligible employee shall be entitled to a combined total of 26 weeks of all types of FMLA leave, provided that the employee is entitled to no more than 12 workweeks of leave for any FMLA-qualifying reason(s) other than military caregiver leave.

Employee Eligibility
To be eligible for family and medical leave, employees must meet the following criteria:

A. The employee must have been employed at the Agency for at least 12 months. The 12 months need not have been consecutive. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of a week or if the employee is on leave during the week.

B. The employee must have worked 1,250 hours during the 12-month period immediately preceding the requested commencement of leave. The principles established under the Fair Labor Standards Act (FLSA) determine the number of hours worked by an employee. The FLSA does not include time spent on paid or unpaid leave as hours worked. Consequently, these hours of leave will not be counted in determining the 1,250 hours eligibility test for an employee under FMLA.

C. At least 50 employees must be employed by The Arc within 75 miles.

Method of Taking Leave
Employees may take leave on an intermittent basis or reduced leave schedule for cases involving serious illness/injury, when medically necessary. Leave may not be taken on an intermittent basis or on a reduced work schedule when used to care for the employee's own child during the first year following birth, or to care for a child placed with the employee for foster care or adoption, unless the Agency has expressly agreed to such leave in writing and the FMLA leave is running concurrently with PFL. However, when intermittent or reduced leave is taken, the Agency has the right to temporarily transfer the employee to an available alternative position that has equivalent pay and benefits to the employee's current position and that better accommodates the recurring periods of leave.

Substitution of Paid Leave
When taking FMLA leave for any reason, the Agency requires that employees exhaust any available paid leave time (i.e. vacation, personal and available holiday time) before receiving the remainder of the leave as unpaid, unless the employee is receiving disability, Worker's Compensation benefits or Paid Family Leave benefits. If the employee is on a leave of absence that is covered by payments such as workers' compensation, short-term disability benefits, or paid family leave benefits, the employee will not be required to, but will be offered the option to substitute accrued paid time off during such leave. Employees will not accrue time for any unpaid leave time during the leave of absence.

Employment Protection
When returning from leave, employees will be restored to their original position or an equivalent position with equivalent pay, benefits, and other terms and conditions of employment.

Benefit Protection
FMLA leave will not result in any loss of employment benefits accrued prior to the date on which the leave began. The employee must continue their contribution(s)/premium(s) to the Agency's group plan(s) during the leave period for the Agency to maintain the employee's coverage during that period. It is the employee's responsibility to notify the Human Resources Department of their payment choice to cover their insurance premiums during the leave. If the employee fails to make the required contributions within 30 days of the due date, their coverage will be terminated for non-payment of premium. . During FMLA Leave, employees may, depending upon the reason for the leave, be eligible for short-term disability payment, Worker's Compensation benefits and/or Paid Family Leave benefits consistent with state law.

Notification and Certification
In order to determine eligibility for FMLA leave, employees must give written notification to the Human Resources Department of their intent to FMLA leave 30 days prior to the commencement of the leave when the need for leave is foreseeable. If it is not possible to provide 30 days' notice, the employee must provide the Human Resources Department with as much notice as possible. An employee undergoing planned medical treatment is required to make a reasonable effort to schedule the treatment to minimize disruptions to the Agency's operations. To that end, the employee is required to consult with the Agency when arranging the date(s) of treatment to identify dates on which absences will not unduly disrupt operations, subject to the approval of the health care provider.

In order to determine the eligibility for FMLA leave, the Agency may require the employee to provide certification of an employee's or immediate family member's serious health condition/qualifying exigency by a qualified healthcare provider. The employee is required to provide the certification within 15 days of the request, or be able to demonstrate that it is not possible to do so under the circumstances, despite the employee's diligent, good faith efforts. Qualified healthcare providers include: doctors of medicine or osteopathy, podiatrists, dentists, clinical psychologists, optometrists, chiropractors, nurse practitioners, and nurse-midwives authorized to practice under State law and performing within the scope of their practice under State law.

While on leave, employees are requested to report periodically to the Agency regarding the status of the medical condition, and their intent to return to work. The Agency may request verification of medical eligibility at any time.

Once an employee has provided a request for FMLA to the Human Resources Department, the Agency will respond, within 2 days, by sending the employee an ***Employer Response to Employee Request for Family or Medical Leave*** form. If an employee calls in sick for more than 2 days, on the 3rd day the inability to return to work will be considered a serious health condition and the request for time off will be considered a request for FMLA, which will trigger the generation of an ***Employer Response to Employee Request for Family or Medical Leave*** form and if eligible for FMLA, the days absent will count against the employee's annual FMLA allotment.

Recertification
The Agency may request recertification for the serious health condition of the employee or the employee's family member. Should circumstances warrant, the Agency may request updated certification (or recertification) as needed, during the leave period, and prior to job reinstatement. The type of information required by these certifications can be obtained from the Human Resources Department.

When the FMLA leave is taken to provide care to a spouse, son, daughter, parent or next of kin who is a service member recovering from a serious illness or injury sustained in the line of duty on active duty, the employee is required to provide certification issued by the health care provider of the service member being cared for by the employee.

Second Opinion
When leave is taken for reasons of a serious health condition, the Agency may request that the employee obtain the opinion of a second health care provider, designated by the Agency, at the Agency's expense. If there is a conflict between the original certification and the second opinion, the Agency may require the opinion of a third doctor. The Agency and the employee will jointly select the third doctor, and the Agency will pay for the opinion. The third opinion will be considered final.

Certification Related to Active Duty or Call To Active Duty
The Agency may require that a request for leave under section 102(a)(1)(E) (related to active duty service) be supported by a certification as set forth by the Department of Labor.

Failure to Return From Leave
Employees failing to return from FMLA leave will be considered to have voluntarily resigned.

Medical Extension
If your FMLA leave entitlement expires and you remain medically unable to return to work or if you require further accommodation when you return to work because of your physical or mental disability, the Agency will attempt to accommodate you. Employees who will require an accommodation at the end of their FMLA leave must contact the Human Resources Department in advance of the expiration of their leave. An employee must request any such accommodation in writing to the Human Resources Department and must complete the appropriate

documentation. Persons granted unpaid leaves of absence as a reasonable accommodation following exhaustion of their FMLA entitlement are eligible for continuation of group health plan coverage under COBRA. A COBRA notice and election form will be sent at the end of the FMLA period.

LEAVES OF ABSENCE (NON-FMLA)

Employees may be granted a leave of absence without pay at any time after all vacation and personal days have been utilized. A written application should be made to the employee's immediate supervisor. Final approval will be made by the Chief Executive Officer.

Advance notice is required. However, under certain circumstances, a leave without notice may be granted at the discretion of the Chief Executive Officer or her designee.

If a leave is granted, the employee must use all available paid time off before taking the time as an unpaid leave.

The employee's participation in the Agency group health plan(s) will be continued during the leave. The employee must continue to make their contribution(s) towards the cost of the Agency group plan(s) during the leave period for the Agency to maintain the employee's coverage during that time. If the employee fails to make the required contributions within 30 days of the due date, their coverage will be terminated for non-payment.

NYS BLOOD DONATION LEAVE LAW

Employees who work an average of at least 20 hours per week are eligible for up to three hours of unpaid leave during any 12-month period for time off to donate blood. An employee must provide at least three working days' notice to his/her supervisor or Human Resources by filling out a request for time off form. The Arc will not retaliate against any employee who requests or takes a leave of absence to donate blood. Employees may use vacation time for this purpose. Employees are required to show sufficient proof of blood donations.

BONE MARROW DONATION LEAVE

Employees who work an average of at least 20 hours per week are eligible for up to 24 work hours of leave during any 12-month period for unpaid time off to donate bone marrow. An employee must provide advance notice to his/her supervisor or Human Resources by filling out a request for time off form. The Arc will not retaliate against any employee who requests or takes a leave of absence to donate bone marrow. Employees may use vacation time for this. Employees are required to show sufficient proof of bone marrow donation.

MILITARY LEAVE

Employees who are entering full-time military service or who are required to attend annual Reserve or National Guard duty are entitled to an unpaid military leave of absence for up to 5 years and will be granted all rights and privileges which shall be due them under the provisions of the federal and state laws pertaining to military service. You should provide your Supervisor or Human Resources as much advance notice as possible so that necessary staffing arrangements can be made.

Service members, at their request, may use any vacation time that was accrued prior to the commencement of their military service, instead of taking unpaid leave. However, they are not obligated to do so. Continuation of health and welfare benefits during this time will follow federal and state guidelines and is based on length of the military leave and terms and conditions of applicable benefit plans for which the employee is eligible. As with other unpaid leaves, fringe benefit accruals, such as benefit time and holiday pay, are suspended during the leave and will resume upon the employee's return to active employment.

Employees on military leave of absence for up to 30 days are required to return to work on their first regularly scheduled shift following the completion of military service, allowing for reasonable travel time. Employees on longer military leaves must apply for reinstatement under federal and state guidelines.

Employees returning from military leave are placed in the position they would have attained had they remained continuously employed or in a comparable position, provided the employee is qualified to perform the work of the job after honorable separation or discharge from military duty. If an employee is separated from uniformed service with a dishonorable discharge or bad conduct discharge the right to reemployment and other protections under federal and state guidelines end. Employees who are reinstated are treated as if they were continuously employed for purposes of determining benefits.

MILITARY SPOUSE LEAVE

The Agency will grant up to 10 days unpaid leave to employees who are spouses of service members, including members of the United States armed forces, National Guard or Reserves, who have been deployed to a combat zone during a period of military conflict and are on leave from such combat service. Employees must work an average of 20 or more hours per week to be eligible for this benefit.

EDUCATION LEAVE

Employees who have been employed for at least 1 year may apply for a leave of absence without pay to continue his/her education, in a job related field. Application should be made to the employee's immediate supervisor 60 days before the intended last day of work before leave. The employee must indicate the date they wish to begin their leave and their expected return to work date. Final approval will be made by the Chief Executive Officer.

Employees on educational leave are not considered terminated and may opt to continue their health insurance by making bi-weekly or monthly payments of the employee portion of the premium. If their portion of the premium is not paid for a period of 30 days, their coverage will be terminated for non-payment of premium.

Employees may also request an intermittent educational leave which would allow for a reduction in hours and/or a change in their schedule which will allow them to continue to work in their current position. The request will be reviewed and approval will be based on the department's ability to accommodate this change based on the department's needs. If such a request is made, the employee must specify the duration of the need for the schedule change. The change in hours will be considered an intermittent leave of absence and the employee will retain their full-time status. This will allow the employee to continue their full-time benefits as long as they

continue to make timely payments of all required premiums. If the employee has paid time off available, this time will be used before the employee is allowed to take unpaid time during their leave. While using time, they will continue to accrue at the full-time rate. If the employee depletes all their paid time off, they will not accrue time until they begin working their full schedule.
Employees on educational leave may not hold a full-time position with another organization.
If this situation is found to occur, it will be grounds for termination of the leave and/or employment.

LEAVE NOTES

1. Employees on a leave of absence, New York State Disability, Workers' Compensation or Paid Family Leave may continue their benefits coverage by making either bi-weekly or monthly payments to cover their cost of the benefits in which they participate.
2. Upon a leave of absence, New York State Disability, Workers' Compensation or Paid Family Leave, the employee will be notified of premiums due and due dates. It is the employee's responsibility to remit payment of benefit premiums due, either on a bi-weekly or monthly basis. If the employee fails to make benefit payments for a period of time in excess of 30 calendar days, the employee's benefits will be cancelled for non-payment of premium, retro-active to the end of the last month for which premiums were paid.
3. Employees who have been granted an Education, Maternity or PFL Leave, or who have been on disability, will return to the same or a similar position held prior to the leave. Employees filling slots occupied by persons on leave shall be notified at the time they are employed that their position is temporary.
4. Employees returning from medical leave must submit a doctor's statement to Human Resources before they begin work, certifying ability to work and including restrictions, if applicable. If an employee is allowed to return to work with temporary restrictions the employee must provide updated medical documentation upon the expiration of restrictions set forth in medical documentation or when requested by the Agency as circumstances warrant until all restrictions are lifted
5. All employees on leave whose employment is terminated must make satisfactory arrangements for payment for any money owed the Agency.
6. Engaging in employment elsewhere, while on an authorized or unauthorized Leave of Absence, may be grounds for termination.
7. Employees who return from a leave without pay situation will have their anniversary dates adjusted to reflect the time they did not get paid by the agency. This will effect the date they are granted personal leave time per year and any longevity awards. Employees will not accrue sick or vacation time for any payroll period while they are on a leave without pay.

   NOTE: Longevity is calculated based on the person's anniversary date, NOT the hire date. The date an employee achieves full-time or part-time status is their anniversary date. This date is used for accruals and longevity awards. There are two ways an anniversary date will change:

   1) When an employee is on unpaid leave, the anniversary date is moved forward the amount of time not paid.
   2) When an employee goes from full-time or part-time to per diem, the anniversary date is deleted. They are no longer eligible for accruals and longevity awards.

   Should a per diem employee return to full or part-time status, the anniversary date will be the most recent status change date.

8. All employees working in the sheltered workshop, rehab or production, will be affected by the annual two-week shut down, when employees will not report to work. It is preferred that employees accumulate enough accrued time (vacation and holiday) to allow for continuation of pay during this time period.
9. An unpaid Leave of Absence may be considered for an employee called into volunteer duty in response to a regional or national crisis. Documentation will be required.

INSURANCE AND OTHER BENEFITS

RETIREMENT BENEFITS – Profit Sharing Plan – 401(k)

In order to recognize the hard work and good efforts of its employees, the Agency has established a Profit Sharing Plan. As stated in the Summary Plan Description (SPD), which will be provided to you when become eligible to participate in the plan, the Agency contribution is discretionary, which means that the Agency will make a decision each year as to how much, if any, will be contributed to the Plan. The Agency contribution may be determined as a percentage of compensation or as a dollar amount. You will be informed of the amount of the Agency contribution once the Agency has made the determination of how much they will be contributing for the Plan year.

The Agency may make a contribution to the Plan toward your Profit Sharing retirement funds on an annual basis once you have met the eligibility requirements. In order to be eligible for an Agency contribution, you must be at least 18 years old and have completed one year of service. One Year of Service is completed on the last day of the Eligibility Computation Period in which you are credited with 1000 hours of service. Hours of service in a Secondary Position (if any) will be counted for this purpose.

The "Eligibility Computation Period" is a 12-month period that begins with your date of hire. If you don't meet the service requirements during the first year following your date of hire, the Eligibility Computation Period becomes the Plan Year. You may then meet the requirements during any Plan Year. You must be employed through December 31 to be eligible for a contribution for that plan year.

Once you have met the eligibility requirements, if you are contributing to the plan through payroll deduction, the Agency will contribute a discretionary match of your annual contribution. You must have met the eligibility requirements for an Agency contribution, be employed on December 31, must be contributing through payroll deduction, and have worked at least 1000 hours in the plan year in order to receive the match. Hours of service in a Secondary Position (if any) will be counted for this purpose. The match will be vested the same as the employer contribution, based on the schedule below. For example, if the employer discretionary match is 1% for that plan year, the employer will match the employee contribution up to 1% of the employee's annual earnings.

For the purpose of the Agency's Contributions, your first Entry Date will be the earlier of the first day of the Plan Year or the date 6 months thereafter, coincident with or next following satisfaction of the eligibility requirements.
All employees enrolled in the Pension Plan before January 1, 1988 are 100 % vested, all others are governed by the following schedule (based on years of service):

Less than 2 years	0%
2 years	20%
3 years	40%
4 years	60%
5 years	80%
6 years or more	100%

Any employee, who has reached the age of 18, as of their date of hire, is eligible for salary deferral contributions. In order to enroll in the plan (or to refuse enrollment before meeting the eligibility requirements for the Employer contribution) you must contact Lincoln Financial and either make your election(s) on-line or by contacting Lincoln Customer Service.

The terms of the plan are set forth in the SPD. The SPD does not replace the formal Plan document, which contains all of the legal and technical requirements applicable to the Plan. However, the SPD, and the information provided herein attempt to explain the Plan language in a non-technical manner that will help you understand your retirement benefits. If the non-technical language found here and in the SPD and the technical, legal language under the Plan document conflict, the Plan document always governs.

HEALTH INSURANCE

Employees who are expected to average 30 or more hours of service per week, or actually average at least 30 hours of service during the measurement period established by The Agency for this purpose, are eligible for health insurance benefits. These employees may elect to take advantage of any health coverage plans available to them through the Agency's group plans. Human Resources will advise employees when they are eligible. Once the application form is filed, coverage will be effective the first day of the month following one full month of employment. **You will receive an email during your eligibility period with instructions on how to enroll or waive your option to enroll in the Agency's health plan using our on-line enrollment option through the R-Solutions website.** If you do not complete the enrollment process prior to your eligibility date, you will not be able to enroll in the plan until the next open enrollment date, which is May 1 of any plan year unless you have a special enrollment right.

If an employee or the employee's enrolled dependents become ineligible for health insurance because of termination of employment, reduction in hours of employment, death, divorce or cessation of dependent status (these are called "qualifying events"), health insurance will end at midnight on the last day of the month in which the qualifying event occurred. (The employee and each covered dependent has the option to continue coverage at his/her own expense under the continuation of coverage rules of the Consolidated Omnibus Budge Reconciliation Act ("COBRA"). You will receive a copy of the **General Notice of COBRA Continuation Coverage Rights** within 90 days following your initial enrollment in health insurance.

To continue coverage through the end of the month in which the employee terminates employment, it may be necessary for the payroll department to deduct additional monies from the terminating employee's last paycheck to cover the employee's portion of the premiums for that month. If the last paycheck is not sufficient to cover the extra deduction, it is the employee's responsibility to pay these premiums before leaving the Agency. If these premiums are not paid

before termination, the employee's coverage will be canceled retroactive to the end of the last month in which full payment was received.

An employee must immediately notify the Human Resources Department of any event that affects eligibility. Such events include, but are not limited to, divorce or annulment, death of a spouse, Medicare, Medicaid, or Child Health Insurance Program eligibility change, or coverage (or loss of coverage) under another contract, policy or certificate, a child marrying or reaching the age at which eligibility terminates, and a change or termination of any medical child support order.

Employees may contact Human Resources for information concerning the cost of all insurance offered by the Agency and information on tax-defined deductions.

DEDUCTIBLE SHARE ACCOUNT (DSA)

The Deductible Share Account (DSA) is a benefit provided to all employees who are enrolled in the Agency health insurance.

The Agency deposits a specified dollar amount in your DSA account on May 1st of each benefit plan year. All eligible employees are automatically enrolled. If you become eligible to enroll in the Agency's Health Plan throughout the Plan Year, a pro-rated amount will be deposited in your DSA account. The purpose of this account is to help offset the out-of-pocket expenses incurred when the employee must pay deductible and co-insurance charges of the Health Plan. This money may be used for the employee costs as well as any dependents covered under the employee's Health Plan.

DENTAL INSURANCE

All full-time regular and part-time regular employees, averaging at least 30 hours per week may elect to take advantage of the Agency dental plan. Coverage is effective the first day of the month following one full calendar month of eligibility. An enrollment form must be completed for coverage to be effective.

Upon termination, dental insurance will be in effect through the last day of the month following the last day worked. Continuation coverage may be available through COBRA continuation.

To continue coverage through the end of the month in which the employee terminates employment, it may be necessary for the payroll department to deduct additional monies from the terminating employee's last paycheck to cover the employee's portion of the premiums for that month. If the last paycheck is not sufficient to cover the extra deduction, it is the employee's responsibility to pay these premiums before leaving the Agency. If these premiums are not paid before termination, the employee's coverage will be canceled retroactively to the end of the last month in which full payment was received.

The employee may elect a tax deferred premium deduction. Information concerning this insurance can be obtained from Human Resources.

VISION INSURANCE

All full-time regular and part-time regular employees, averaging at least 30 hours per week may elect Vision insurance. Coverage is effective the first day of the month following one full calendar month of employment. An enrollment form must be completed for coverage to be effective. The insurance provides coverage to help defray the cost for eye exams, frames, lenses, and/or contact lenses.

GROUP TERM LIFE

The Agency provides $10,000.00 Term Life Insurance and $10,000.00 Accidental Death and Dismemberment coverage to all full-time regular employees at no cost to the employee. The employee is eligible for this coverage the first of the month following 3 full months of employment. Additional guaranteed issue amounts of Term Life insurance are optional and are available for full-time regular employees, their spouse, and their dependent children, at the employee's cost when they are enrolled in the Agency Group Life.

LONG TERM DISABILITY

All full-time regular employees scheduled for 35 or more hours per week and earning more than $10,000 or more annually may elect long-term disability insurance at group rates. This insurance provides monthly payments, at a rate determined by the employee, if disabled for more than 90 days. This insurance is offered once a year to eligible employees.

CAFETERIA PLAN (SECTION 125)

A Cafeteria Plan allows a salary reduction and an income tax free reimbursement of certain eligible expenses. These reimbursements, which are only paid after eligible expenses have been incurred, allow employees greater take home pay. On May 1 of every year, all full and part-time regular employees may elect to participate in one or all of the following:

1. **PREMIUM CONVERSION ACCOUNT**
   Establishing this account will allow employees to pay for their portion of the health and dental insurance premiums before taxes are taken from their pay.

2. **FLEXIBLE SPENDING ACCOUNT (FSA)**
   Through this account an employee is able to set aside a pre-established amount of dollars via salary reduction to cover medical, dental and/or vision expenses not covered through the Agency's insurance plans. Expenses like eyeglasses, prescriptions, deductibles, and dental expenses are commonly appropriated for this account.

3. **DEPENDENT CARE REIMBURSEMENT ACCOUNT**
   Employees requiring day care services so they can work are able to pay for these expenses with pre-tax dollars. Employees establish the account in their name and designate an amount to be set aside each pay period for their dependent care expense. As employees incur the day care expense, they are reimbursed for these expenses from the Dependent Care Reimbursement Account with pre-tax dollars.

Further information concerning this Plan, eligibility and limitations may be obtained by contacting Human Resources.

UNEMPLOYMENT INSURANCE

Eligibility for Unemployment Insurance is determined by the New York State Department of Labor.

SOCIAL SECURITY

During an employee's working years, both the employee and The Arc contribute to a government fund to provide future retirement benefits and health insurance under Social Security (FICA) and Medicare. The employee's contribution is deducted from each paycheck. The Arc matches the bi-weekly contribution thus providing these benefits to the employee.

DISABILITY BENEFITS

The New York State Disability Benefits Law protects you when you are unable to work for more than 7 consecutive calendar days due to a non-work related illness or injury. Eligible employees are covered for the period of disability specified by their physician, up to a maximum of 26 weeks of benefits, after the 7-day waiting period. Employees are covered by this benefit after they have worked four or more consecutive weeks for a covered employer. The determination of whether an employee is eligible for disability benefits is made by the insurance carrier. Employees may use their accrued vacation and personal time during the waiting period and while receiving disability benefits. Employees contribute a small amount towards New York State Disability insurance through a required weekly payroll deduction (SUI). The remaining portion is paid by The Arc. If you previously worked for a covered employer and if you did not have a break in service, or if you were eligible for and receiving unemployment from a covered employer, you are protected under this benefit from the 1st day on the new job. The Agency pays for this coverage, with a small contribution from the employee.

During any period of disability, you need to regularly communicate with the Risk Management Coordinator (at least every two weeks) to keep him/her informed of any changes in your condition and your expected date of return.

For purposes of disability benefits, the term "disability" includes disability caused by or in connection with a pregnancy.

New York State Disability Benefits are payable for a maximum of 26 weeks in a 52 consecutive week period. DBL benefits cannot be collected at the same time as New York State Paid Family Leave Benefits ("PFL"). If an employee takes disability leave and PFL at separate times within a single 52-week period, the total amount of combined time that can be taken within the 52-week period is 26 weeks.

Additional information on this program, the Family and Medical Leave Act and/or our Leave of Absence Policy may be obtained from the Human Resources department.

WORKER'S COMPENSATION

The New York State Workers' Compensation Law provides benefits, including payment of medical costs and replacement of lost wages, for eligible employees who suffer a job-related injury. The determination of whether an employee is eligible for Workers' Compensation benefits is made by the New York State Workers' Compensation Board. The premium for Workers' Compensation insurance is paid for by the Agency at no cost to you. Employees

generally receive two-thirds of their gross pay up to the regulated maximum for total disability for the time specified by their physician and the Workers' Compensation Board. Employees must serve a seven-day waiting period before cash benefits begin. Generally, if the disability lasts longer than fourteen days, the first week's cash benefits are paid retroactively. There is no waiting period for medical care received. If you are injured on the job, no matter how slightly, immediately report the incident to your supervisor.

If you have any questions about this program, please inquire with the Human Resources department.

VOLUNTARY INSURANCE

The following insurance options are voluntary. The employees hold the contract and participate on a voluntary basis. The employee pays the entire premium.

ACCIDENT INSURANCE

All full-time regular and part-time regular employees, averaging at least 30 hours per week may elect voluntary Accident insurance. Coverage is effective the first day of the month following one full calendar month of employment. An enrollment form must be completed for coverage to be effective.

SUPPLEMENTAL SHORT-TERM DISABILITY

All full-time regular and part-time regular employees, averaging at least 30 hours per week may elect supplemental short-term disability insurance at group rates. This insurance provides monthly payments, at a rate determined by the employee, if disabled. This is a supplemental insurance plan; it does not replace statutory New York State Disability benefits.

AFLAC

All full-time regular and part-time regular employees, averaging at least 30 hours per week, may elect to take advantage of the specific disease (cancer) insurance available at group rates. This insurance provides a host of benefits upon diagnosis of the qualifying illness.

TUITION REIMBURSEMENT/EDUCATIONAL ASSISTANCE

The Agency is committed to a policy of encouraging and supporting ongoing educational opportunities for all of its employees. This commitment is founded upon a principle that the employees are The Agency's most valuable asset and continued educational growth is beneficial for the Agency as well as the individual. This Tuition Assistance Program is one way of encouraging all staff to further their education for possible advancement within the Agency.

The program is administered by Human Resources who is responsible for the following:

1. Reviewing all applications.
2. Making recommendations to the CEO if needed.
3. Notifying applicants of status.

All applications for tuition reimbursement are due to Human Resources two weeks prior to start of the semester for which you are requesting reimbursement.

Eligibility – All regular full-time or part-time employees, whose regular schedule is for at least 18 hours per week, will be eligible to apply for Tuition Reimbursement. Newly hired employees will be eligible to apply for the semester following their date of hire. If a newly hired staff is currently attending, they will not be eligible until the following semester. All applicants must be current with their trainings and must remain current with their trainings throughout the semester in order to qualify for the reimbursement. All approved applicants must continue their employment throughout the length of the course to obtain the reimbursement. Reimbursement for Associates and Bachelor's degree programs will be considered if the degree is a requirement or relevant to an Agency position.

Degree – The course of study must be at an accredited institution/on-line program and the individual must be matriculated. No more than two (2) classes per semester will be considered for reimbursement. Reimbursement will be 50% or each course, not to exceed $460.00 per course.

Tuition reimbursement payment of approved courses will occur after completion of such courses. Verification of completion of the course, plus achieving a grade of "C" or better and a copy of the receipt obtained for payment of the course, must be submitted to the Human Resources Department before reimbursements are distributed. For those courses graded on a pass/fail basis, passing is sufficient.

The Agency will comply with all Federal and State Regulations concerning tax treatment of employer reimbursed tuition assistance programs.

EMPLOYEE CONDUCT AND WORK RULES

ATTENDANCE POLICY

The dependable attendance of The Arc, Oneida-Lewis Chapter, NYSARC employees is an important factor in providing consistent high quality care to the people we support and services to our community. Because of our unique responsibility for the well-being of the many people we support every hour of every day, it is essential that our employees report to work as scheduled. When employees fail to take this responsibility seriously, time-consuming arrangements and costly replacements are necessary to maintain appropriate levels of care. Reasonable, regular attendance is an essential function of every job at The Arc.

The Agency does, however, recognize that there are times when illnesses, accidents, or other unforeseen circumstances cause employees to be absent. Agency policy provides employees with time away from work for illness, holidays, vacations, personal days, jury service, funerals, family and medical leave, personal leave, and military leave.

The Arc's attendance policy is broad enough to accommodate those circumstances. Fortunately, very few employees experience attendance problems serious enough to warrant corrective action/counseling procedures.

Attendance Standards:

Managers are *expected to evaluate* the attendance of their employees as part of their supervisory responsibilities and, at a minimum, *must* address attendance on the employee appraisal and

notify the Senior Manager of their department when the employee has reached a "0" balance in paid time off: When an employee has depleted all accrued paid time off, he or she will receive a written notice to that effect from the Senior Manager and a copy sent to Human Resources to be placed in the employee's personnel file.

In any rolling 12-month period,

- **1** unexcused absence will result in a written memo presented to the employee by the immediate supervisor, copied to the Senior Manager and Human Resources for the employee's file.
- **2** unexcused absences will result in a Counseling Statement, and a final notice which notifies the employee that his/her "job is at risk". This final notice will be copied to the Senior Manager, Executive Management, CEO, and to Human Resources for the employee's file.
- **3** unexcused absences will result in termination of employment.

Supervisors are responsible for tracking unexcused absences.

All discussions with the employee and all related documentation will include dates of the unexcused absences and discussion of the need to correct the situation before further corrective action results.

Even if the above limits are not met, managers should counsel employees if they see an unusual attendance pattern developing (e.g. repeated absences on Mondays, Fridays, weekend assignments, etc.).

While it is The Arc's policy to work with an employee to correct an attendance problem through counseling procedures, please keep in mind that the Agency has the right, at all times, to administer corrective counseling that it believes is appropriate depending upon the facts of each situation. The use of corrective counseling procedures does not change the at-will employment relationship between the Agency and its employees.

As a general rule, the following standards will determine when an employee will be referred to the Human Resources Department, appropriate Executive Manager and CEO for action, including termination of employment.

Definitions:

An excused absence is an absence where all of the following conditions are met:

- It is permitted by Agency policy.
- The employee provides proper and timely notice to his/her manager/designee of the absence. Proper and timely notice includes speaking directly to the manager, or his/her designee if the manager is not available, and making this contact by the pre-established time frame and according to Agency departmental procedure. Messages left on voice mail will not be considered proper notice. Proper and timely notification for any position that requires backfilling is 2 hours prior to the expected arrival time/start of your shift. Awake Overnight positions require 4 hours notice prior to the expected arrival time/start of your shift; and
- The absence is approved by the manager/designee in advance, except in the case of a qualifying Family and Medical Leave, Paid Family Leave or other job-protected leave

where the need for leave is unforeseeable.

- Proper notice of inability to attend a scheduled training class by contacting the Director of Ed and Training at least one week prior to the scheduled training to provide an acceptable reason, per the Attendance Policy, as to why you will be unable to attend the training.

Examples of excused absences include requests submitted according to department-specific required advance notice and pre-approved: vacation, holidays, personal days, sick days scheduled in advance used to attend medical appointments, Family and Medical Leave, , Paid Family Leave, other approved medical leaves of absence, bereavement leave, jury duty, educational leave, and personal leave.

Employees will NOT be subject to counseling procedures for an excused absence.

An unexcused absence is defined as an absence where an employee:

- Calls in or leaves their shift early and has exhausted his/her accrued paid time off and is not on FMLA, PFL or other approved leave and fails to provide documentation to qualify the time off as an excused absence;
- Fails to call in to report his/her absence directly to the manager or his/her designee or;
- Fails to give the required advance notice of his /her inability to report to work;
- Fails to give the required notice of his/her inability to attend a scheduled required training class.

Required advance notice means:
In the case of holiday, floating holiday, personal days and/or foreseeable sick days, the employee must request such time according to Agency/department pre-established time frames.

Where an illness or injury renders an employee unable to request a sick day in advance, the employee must call to report the unforeseeable sick day in accordance with the call-in procedure set forth above and in all cases as soon as possible.

In the case of vacation days, to assist with scheduling, the employee must request such time off according to department-specific pre-established time frames. Requesting vacation time off in advance is not a guarantee that the requested time off will be approved.

In the case of Family and Medical Leave and/or Paid Family Leave, the employee must request such leave 30 days in advance where the need for the leave is foreseeable. Where the need for leave is not foreseeable the employee must give as much notice as is practicable under the circumstances and comply with The Arc's call-in procedure set forth above. For more details, please see the Family and Medical Leave policy and/or Paid Family Leave policy in this handbook, or contact the Human Resources Department.

In the case of an absence "in compliance with an exchange in shift" with prior management approval, an employee must give as much advance notice as is possible.

To assure compliance with department specific needs, please refer to department policy/procedure for requesting time off or calling in for your shift.

An employee who does not report to work for two consecutive days and does not call in during that period is considered to have abandoned their job and will be referred to Human Resources, the Department Senior Manager and appropriate Executive Manager for action, including separation of employment.

ACCIDENT PREVENTION

We place a high priority on the people we serve and staff safety. The Agency has an active Safety Committee as well as Employee and Vehicle Accident Review Committees. As each new employee enters their specific work area site, specific safety guidelines are addressed. There are however, global safety practices that every employee must follow:

- Never rush through activities at work.
- Familiarize yourself with work duties.
- Always assess a situation prior to the participation in the activity.
- Follow directives from your supervisor and ask for clarification if you do not understand a procedure.
- Use equipment provided to you to perform your work tasks safely.
- Immediately report any safety concerns to your supervisor.
- Know your ability and the proper procedure when you need to lift an individual or an object and use common sense.

Working within the safety guidelines set forth by the Agency helps maintain a productive and satisfying work environment.

ALCOHOL AND DRUGS

The Agency is committed to providing a safe, healthy and drug-free-workplace. The Agency prohibits the use, sale, possession, distribution, formulation, manufacture, or transfer of drugs and alcohol on Agency premises, in Agency vehicles, or while on duty, regardless of situation or location. Any employee, who possesses, uses, sells, stores, distributes, or who is found to have alcohol or controlled drugs present in his or her system when reporting to work, at work, or during working hours will be subject to disciplinary action, up to and including termination of employment.

Employees must inform their supervisors of any therapeutic drugs that have been prescribed by a health care professional which could in any way affect work performance, driving ability (if driving is a part of the employee's job), or endanger other individuals in the workplace. The legal use of prescribed drugs is permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job in an effective and safe manner, and if it does not endanger the employee or other individuals in the workplace. Employees may be required to obtain a medical release or note detailing any limitations or restrictions.

"Illegal Drug" means any drug:

- Which is not legally obtainable, or
- Which is legally obtainable but has not been legally obtained, and is a controlled substance.

We understand it may become necessary for you to bring prescription or over the counter (OTC) drugs to work with you. Please understand that it is your responsibility to secure your medications in such a manner that it is not possible for the people we support to access these

medications. If you do not have a secure location at your disposal, then please lock your medications in your vehicle.

Employees must notify their supervisors in writing of any criminal drug conviction occurring in the workplace within five days of the conviction.

DRUG AND ALCOHOL TESTING:

Employees may be tested for drugs and/or alcohol under the following circumstances

- Post Job-Offer: all new employees will submit to a drug test (no testing for alcohol or prescription drugs).
- Post Accident
- Reasonable Suspicion: all employees will submit to a drug and/or alcohol test if The Arc has a reasonable suspicion to believe that the employee is under the influence of alcohol or any illegal drug, intoxicant, or controlled substance while on Agency time or property or has otherwise violated the Agency's drug and alcohol prohibitions. The Agency's determination shall be based upon specific, simultaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the employee. A member of management or a supervisor shall make the required observations.
- Return-To-Duty Follow-up

An employee's failure or refusal to submit to a test required under this policy, testing positive, or tampering with or attempting to alter the result of any such test, may result in disciplinary action up to and including termination of employment.

The Agency's Drug Free Workplace Policy adheres to the Drug Free Workplace Act, enacted in 1988 and is consistent with the Agency's desired culture. In compliance with the Drug Free Workplace Policy, as a condition of continued employment, the Agency reserves the right to take corrective action, including drug and/or alcohol testing, mandatory EAP referral, and termination of employment.

EMPLOYEE ASSISTANCE PROGRAM

An Employee Assistance Program (EAP) is available for employees and their family members that will provide confidential assessment, referral and short-term counseling. The EAP services are provided at no cost to the employee.

For confidential consultation and/or resource services please contact Human Resources for contact information.

A positive drug or alcohol test result subsequent to a vehicle or personal injury accident or arising out of reasonable suspicion may result in a mandatory referral to EAP.

CONFIDENTIALITY

During your employment you may have access to information about Agency business and/or personal information about the people who receive our services. It is imperative that this information is considered strictly confidential and that the privacy and confidentiality of all information is protected as outlined in The Arc's Corporate Compliance Code of Conduct, HIPAA Notice of Privacy policies, and The Arc Confidentiality Policy. The Arc is committed to

complying with all applicable state and federal laws and regulations regarding the confidentiality of information about the people who receive our services (e.g., HIPAA and the New York State Mental Hygiene Law), and all employees are expected to be in compliance with those laws and regulations. Do not share confidential information regarding business partners, vendors or customers. Violation of the Agency rules of confidentiality may result in disciplinary action up to and including termination of employment.

To comply with this section of the Employee Handbook you will be required to sign an Employee Confidentiality Agreement at your time of hire.

CHANGES IN PERSONAL DATA

You should immediately report any of the following changes in your personal or family status to the Human Resources Department:

- Change in marital status including legal separation (if relevant)
- Legal change of name
- New home address
- New telephone number
- Birth or death in family (if relevant)
- Dependent children reaching age 19, or other change in dependent status
- Persons to be reached in case of emergency
- Changes in beneficiary

DRESS AND PERSONAL APPEARANCE

Our business is to provide a professional service to the general public, and it is important that business attire reflect this professionalism. Employees are expected to dress in a manner appropriate to the job they perform, and are reminded to dress for their day as duties often vary. Direct Service Professionals must wear closed-toe shoes that adhere and are securely fastened to the foot – clogs, flip flops, sandals, and other open shoes are not permitted. Please refer to your department's dress code for more details.

Your personal neatness, hygiene and proper attire are expected. Customers and visitors from our community gain a lasting impression of our Agency from the appearance and decorum of our employees. All employees should be mindful of this responsibility.

All employees must adhere to this policy in order to be retained. The Arc reserves the right to determine when the dress code has been violated. Managers have the right to send any employee home to change clothes or appearance that they feel are in violation of any part of the dress code policy. The time spent away from work will be unpaid.

Should any employee require a religious accommodation under this policy, the Human Resources Department must be consulted prior to the granting of an accommodation to the employee.

PROBLEM RESOLUTION

It is the Agency's policy to communicate openly and candidly with you regarding your employment. Communication is a two-way street. If you have a problem, do not hesitate to talk

about it. In most cases, your supervisors are in the best position to help you. They can personally handle the majority of problems that arise during the workweek.

If for any reason you fail to get satisfaction from your supervisor, or if you feel that you cannot discuss the situation with your immediate supervisor, seek out your next level supervisor, up to your Senior Manager, or the Human Resources Director.

It is our belief that problems between employees and management, or difficulties with individual jobs, can be worked out satisfactorily through honest and frank discussions in an atmosphere of mutual trust, respect and cooperation.

COMPLAINT PROCEDURE

The Employee Complaint procedure has been developed to ensure that employees have a prompt and fair disposition of complaints evolving from, among other things, interpretation of policy or procedure. There will be no recrimination against any employee who chooses to use the following procedure:

1. The employee submits a written complaint to his/her immediate supervisor within ten working days following the act or omission, or knowledge of such.
2. The supervisor will attempt to resolve the complaint within ten working days following receipt of the written complaint. The supervisor will forward a copy of the complaint and intended resolution to the Senior Manager.
3. Once the employee receives a response, if not satisfied with the outcome, the employee may submit a written complaint to the Human Resources Director within ten working days.
4. The Human Resources Director will review the complaint, inform the Chief Executive Officer or designee of the receipt of the complaint and all pertinent facts and seek a resolution from the Chief Executive Officer or designee within ten working days. The Chief Executive Officer's decision will be final and will be communicated to all parties involved.

HIRING RELATIVES

Employment of relatives is allowed if the persons concerned will not work in a direct supervisory relationship or in the same location. Current employees who marry will be permitted to continue employment with the Agency provided they do not work in a direct supervisory relationship with one another. If employees who marry or live together do work in a supervisory relationship with one another, the Agency will attempt to reassign one of the employees to another position for which he or she is qualified, if such a position is available. If no such position is available, supervisory oversight will be reassigned.

For the purposes of this policy, a "relative" includes the employee's spouse, child, step-child, parent, brother, sister, stepparent, mother/father-in-law, aunt, uncle, daughter/son-in-law, grandparent, grandchild, or any related or non-related member of the employee's household.

PERSONAL CONDUCT AND WORK RULES

Employees are expected to operate within certain parameters of conduct. It is hoped that such conduct will always reflect favorably upon the Agency and its workforce.

Adherence to the letter of these practices and to their spirit are undoubtedly a favorable reflection of the Agency and all who work here. Naturally, non-adherence will result in disciplinary action.

The following are acceptable practices, some of which are included in other parts of the handbook, but they do bear repeating:

- Follow all written and oral directives in discharging your job responsibilities.
- Adhere to your job's time schedule and to all other mandated time frames. Contact your supervisor for pre-approval should it become necessary to deviate from your established schedule.
- Adhere to all laws and regulations applicable to your duties to provide care for individuals with developmental disabilities, including Part 624.4 of the New York State Codes, Rules and Regulations and the New York State Mental Hygiene Law.
- Respect all property.
- Adhere to Agency Visitors Policy (Aim Policy #0914, located on the Agency's Intranet).
- Always strive to be truthful and honest.
- Follow all prohibitions regarding alcohol, drugs, guns, fighting, smoking and the like on Agency property.
- Follow all safety rules.
- Respond to public relations inquiries requesting information, or a response, from a person authorized to speak for the Agency by referring them to the Director of Development & Public Relations or the Chief Executive Officer.

In addition, as stated in the Agency Code of Conduct, it is unacceptable for any employee, volunteer, or contractual agent to "borrow" or accept an offer of, monetary or possessional "lending" from any of the people we support who are receiving services through The Arc.

The work rules and expected conduct contained in this employee handbook are not intended to be a comprehensive list and management retains the right to take disciplinary action if necessary, for other types of unprofessional conduct, including suspension and termination.

NURSING MOTHERS

The Arc provides to employees who are nursing, break time during the work day in order to express breast milk. Employees who are nursing may take advantage of this break time policy for up to three (3) years after the birth of the employee's child. Generally, these breaks shall be twenty (20) to thirty (30) minutes in duration, once every three (3) hours. A particular employee may require a different break schedule and, if so, she should notify her supervisor who will work with her to accommodate her needs.

Breast milk expression breaks are unpaid. However, eligible employee may choose to use benefits time to receive compensation during these breaks. Use of benefit time will be in accordance with the policies outlined above. Additionally, an employee may opt to take her breaks for breast milk expression concurrently with her scheduled break and/or meal periods. If appropriate coverage is unavailable, an employee may be required to postpone a scheduled breast milk expression break for up to thirty (30) minutes. An employee must inform her manager of her intention to use this break time, preferably prior to her return to work following the birth of her child, so that proper arrangements can be made. The Arc will make "reasonable efforts" to

provide a nearby private room for these breaks. No employee will be subject to discrimination or retaliation for exercising her rights under this policy.

PROGRAM PARTICIPANT ABUSE

This Agency will, and expects all employees to, adhere to the regulations contained in Part 624.4 of the New York Codes, Rules and Regulations and the New York State Mental Hygiene Law which deals with the maltreatment or mishandling of a person receiving services.

Any personal intervention of persons being served by the Agency must be done with the objective of preventing them from hurting themselves or other people or damaging property. This must be done in accordance with Division policy on the use of restraint.

The Agency prohibits verbal and physical punishment of persons we serve by staff. Verbal reprimands must be administered in accordance with established practices and goals for the individuals being served.

The Arc will report all incidents to the appropriate agency as mandated by law, and all employees are expected to do the same.

****** Allegations of abuse will be handled in accordance with the aforementioned statute.**

SECURITY

ID BADGE

- All regular employees of The Arc will be issued ID badges. Departments are responsible for scheduling an appointment with Human Resources to obtain badges for its employees.
- Those employees working at or visiting Genesee Street, Turin Administration Building, Arnold Avenue, or any day program site are **required** to wear their badges at all times. Badges should be worn above the waist and be visible at all times.
- Any employee working directly with people we support **must** wear their badges on clips or break away necklaces.
- Visitor badges will be obtained from the receptionist at Genesee Street and Turin Administration Building or at the Day Services Offices for non-employee visitors to those sites when signing in. Non-employee visitors, visiting the Conference and Training Center or meet at the main office, must report to the receptionist to sign in and will be issued a visitor's badge at that time.
- All employees are **required** to carry their badges whenever they are out in the community on any Agency business.
- Employees engaged in community integration activities should **never** wear their badges, but be able to produce them if necessary.
- Residential employees should **not** wear their badges within the residences.
- Maintenance staff are **required** to wear their badges at all times while working.
- Employees will be required to produce their badges whenever purchasing anything in the Agency's name.
- The ID badges are Agency property, and **must** be returned to Human Resources when terminating employment.

Non-compliance with this policy will be treated the same as any other infraction of Agency policies.

WORKPLACE HARASSMENT AND DISCRIMINATION PREVENTION POLICIES

The Arc strives to maintain a workplace environment free of harassment and discrimination and to communicate steps available for employees to utilize when they believe they have been subjected to inappropriate treatment under The Arc's policy.

All employees are covered under this policy. Every person in The Arc must be treated with fairness, respect and dignity. The unfair treatment of employees, customers, vendors, and third parties with whom The Arc has business dealings, will not be tolerated. All members of management are responsible for creating an atmosphere free of discrimination and harassment, sexual or otherwise.

Harassment and discrimination may take many forms. Subjecting anyone to unwanted advances, intimidation, persistent inappropriate language or other inappropriate actions of any nature is harassment. Treating an employee who is a member of a protected category identified above in The Arc's Equal Opportunity Statement in a disparate or unequal manner is discrimination. Harassment on the job is unlawful whether it involves coworker harassment, harassment by a supervisor or manager, or harassment by persons doing business with or for The Arc. Harassment may occur in the workplace, at work-sponsored events, and outside of work when the conduct creates a hostile work environment. The consequences of harassment and discrimination are severe. In following a policy of fair treatment for all, the Agency takes specific action against any person harassing, discriminating or otherwise acting inappropriately during, or in relation to, employment.

Specifically prohibited behavior includes:

- Making unwelcome advances or requests for favors which are sexual or gender-specific
- Making verbal, physical or visual contact of a sexual or gender-specific nature
- Making submission to or rejection of this conduct on a basis for employment-related actions or decisions
- Creating a hostile or intimidating work environment

It is unlawful for males to sexually harass females or other males, and for females to sexually harass males or other females.

Examples of prohibited gender-based contact include:

- Offering or implying an employment-related reward (such as a promotion or raise) in exchange for sexual favors or submission to sexual conduct.
- Threatening or taking a negative employment action (such as termination, demotion, denial of a leave of absence) when sexual or gender-specific conduct is rejected.
- Unwelcome sexual or gender-specific advances or repeated flirtations.
- Unwelcome intentional touching of another person or other unwanted intentional physical contact (including, but not limited to, patting, pinching, brushing against another person's body, or blocking a person's movement).
- Unwelcome whistling, staring or leering at another person.

- Asking unwelcome questions or making unwelcome comments about another person's sexual activities, dating, personal or intimate relationships, or appearance.
- Unwelcome sexually suggestive or flirtatious gifts.
- Unwelcome sexually suggestive or flirtatious letters, notes, emails, text messages, or voicemails.
- Conduct or remarks that are sexually suggestive or that demean or show hostility to a person because of the person's gender (including, but not limited to, jokes, pranks, teasing, obscenities, obscene or rude gestures or noises, slurs, epithets, taunts, negative stereotyping or threats).
- Displaying or circulating pictures, objects, or written materials (including, but not limited to, graffiti, cartoons, photographs, pinups, calendars, magazines, figurines, novelty items, emails, postings on personal websites, social networks and similar forms of electronic expression) that are sexually suggestive or that demean or show hostility to a person because of the person's gender.

Other prohibited harassment includes verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his or her race, color, national origin, age, religion, disability, genetic information, predisposition or carrier status, sexual orientation, military, marital or domestic violence victim status or any other status protected by applicable law. Examples of other prohibited harassment include:

- Threats, epithets, derogatory comments or slurs;
- Derogatory posters, photographs, cartoons, drawings, gestures, email content, file transfers, and postings on personal websites, social networks, weblogs and similar forms of electronic expression;
- Assault, unwanted touching or blocking normal movement
- Harassing or discriminatory treatment of employees because of their association with members of a protected category.

This policy prohibits not only behavior that constitutes unlawful harassment, but also other inappropriate or unprofessional behavior that may reasonably be considered offensive or otherwise inappropriate. Such behavior will be subject to disciplinary action, up to and including termination of employment.

Although The Arc respects the right of employees to access and use personal websites, social networking sites and similar forms of electronic expression during non-working hours and off The Arc's premises, any use of such forms of electronic expression to harass or discriminate is unlawful and prohibited by this policy.

An employee who believes that they have been subjected to workplace harassment or discrimination by anyone is encouraged - but not required - to promptly tell the person that the conduct is unwelcome and ask the person to stop the conduct. A person who receives such a request must immediately comply with it and must not retaliate against the employee for rejecting the conduct.

Employees can raise concerns or make reports without fear of retaliation as The Arc is committed to insuring its workplace is free of retaliation.

The Arc does not consider conduct in violation of this policy to be within the course and scope of employment or the direct consequence of the discharge of one's duties. Accordingly, to the extent permitted by law, the Agency reserves the right not to provide a defense or pay damages assessed against employees for conduct in violation of this policy.

COMPLAINT PROCEDURE/PROHIBITION OF RETALIATION

The complaint procedure provides several resources to which an employee may report harassment, workplace violence or discrimination. Employees who believe they have experienced or witnessed, or otherwise become aware of job-related behavior they believe is harassing, violent or discriminating should immediately contact the Senior Manager, the Human Resources Director, the Chief Operations Officer or the Chief Executive Officer.

All reports of harassment, violence or discrimination will be promptly and thoroughly reviewed, which may include an investigation of the allegations. Where appropriate, we will promptly undertake or direct an effective, thorough, and objective investigation of the harassment allegations. Investigations will be conducted by a member of Management who is not involved in the alleged incident and/or by the Human Resources Department. We will take appropriate steps to protect the identity of the complainant, witnesses and the alleged harasser from unnecessary disclosure.

We follow all procedures of fair treatment when we investigate a complaint, including:

- Report the incident first to the Senior Manager, the Human Resources Director, the Chief Operations Officer or the Chief Executive Officer.
- Where appropriate, a comprehensive and confidential-as-possible investigation will occur.
- The investigator will interview the employee, the accused harasser and witnesses, as appropriate.
- The Agency will take appropriate remedial action designed to end any discriminatory/harassing/ violent behavior and insure that it does not recur.
- An employee, who is found after an appropriate investigation to have engaged in harassing, workplace violence or discriminatory treatment of another employee, will be subject to appropriate disciplinary action.

No employee will be subjected to discipline, or any other adverse treatment, because they have made a good faith complaint of harassment, workplace violence or discrimination, opposed a discriminatory practice, or filed, testified, assisted or participated in any manner in any investigation, proceeding or hearing conducted by a governmental enforcement agency.

Upon completion of the review, a determination regarding the reported conduct will be made and communicated to the employee who complained and to the accused offender(s).

Persons who are found to have engaged in harassment, violence, discrimination or inappropriate conduct will be subject to corrective disciplinary action up to and including employment termination. The Arc reserves the right to take disciplinary action in cases of inappropriate behavior even when that behavior does not amount to a violation of the law.

Employees can raise concerns or make reports without fear of retaliation. Retaliation includes any conduct, whether or not workplace or employment-related, directed at someone because he or she opposed a discriminatory practice, made a good faith complaint of discrimination, or participated in such an investigation, which might dissuade a reasonable worker from making or supporting a charge of harassment or discrimination. The Arc is committed to ensuring that no employee who makes a complaint and no witness who participates in an investigation will be subject to adverse treatment in our workplace. The Arc prohibits retaliation of any kind, in or out of the work environment, and will not tolerate it. All parties involved in an investigation will be reminded of this during the investigation. Any individual found to have engaged in retaliation will be subject to disciplinary action, up to and including termination of employment.

We trust that all employees will act in a professional and responsible way toward other employees to maintain a pleasant working environment free of discrimination or harassment. Any employee who feels he or she has been subjected to or is aware of retaliation directed at another employee is expected to inform Management and/or the Human Resources Department. Allegations of retaliation will be promptly investigated by The Arc.

WORKPLACE VIOLENCE

The Agency is committed to maintaining a violence-free workplace and prohibits all acts of violence between employees. For our purposes, a threat or act of violence shall include, but not be limited to:

1. Any act or gesture by an employee intended to harass or intimidate another employee.
2. Any act or gesture by an employee likely to damage Agency property.
3. Any act or gesture by an employee likely to leave another employee injured or fearing injury.

All employees are responsible for helping to maintain a violence-free workplace. Each employee is required to govern himself accordingly and at no time will it be acceptable for anyone to bring firearms or weapons on Agency property. In addition, any employee experiencing an act or threat of violence is required to report such act or threat to his/her immediate supervisor and/or Senior Manager, Human Resources Director, or Chief Executive Officer, as appropriate. Each act or threat of violence will be investigated, and if substantiated, may lead to disciplinary action up to and including termination.

Any act or threat of violence from a visitor or vendor on Agency property will result in an immediate call to the appropriate law enforcement agency.

DUTY TO REPORT /NON-RETALIATION POLICY STATEMENT

Employees of The Arc have an affirmative duty and responsibility to report perceived misconduct, including actual or potential violations of laws, regulations, and/or Agency policies, procedures including the Agency Code of Conduct and Corporate Compliance Plan.

All employees are expected to make inquiries regarding conduct which is believed in good faith, to be unethical or illegal and to disclose any suspected violations of the Agency Code of Conduct or Corporate Compliance Plan.

An "Open Door" policy shall be maintained at all levels of management to encourage employees to report problems and/or concerns.

Supervisors, managers or employees are not permitted to engage in retaliation, retribution or harassment of any form against an employee who in good faith reports a compliance concern. Any instances of retaliatory behavior shall be considered a serious violation of Agency policy and will not be tolerated.

Reports made that are knowingly false, are made with malicious intent, or with reckless disregard for or willful ignorance of facts that would disprove the allegation are not good faith reports, are prohibited by this policy and may subject the violator to disciplinary action.

SOLICITATION AND DISTRIBUTION

Approaching fellow employees during working time regarding outside activities, organizations, or causes, regardless of how worthwhile, important, or benevolent, can create unnecessary apprehension and pressures for fellow employees. This conduct is, therefore, inappropriate. The Arc has established rules, applicable to all employees, to govern solicitation and distribution of written material and entry onto the premises and work areas. All employees are expected to comply strictly with these rules.

Employees on Arc time or property are prohibited from soliciting and/or distributing to any visitor literature that promotes businesses or activities for personal gain.

No employee shall solicit or promote support for any cause or organization during his or her working time or during the working time of the Employee or employees at whom the activity is directed.

No employee shall distribute or circulate any written or printed material in work areas at any time, during his or her working time, or during the working time of the employee or employees at whom the activity is directed.

As used in this policy, "working time" includes all time for which an employee is paid and/or is scheduled to be performing services for the Arc; it does not include break periods, meal periods, or periods in which an employee is not, scheduled to be performing services or work for The Arc. "Work areas" do not include the cafeteria and or break room.

Non-employees are not permitted to solicit or distribute literature on Arc property at any time.

This policy does not restrict Arc-sponsored and administered activities, for example Red Cross Blood Drive, and other corporate sponsored and administered events or initiatives.

Violations of this policy should be reported to management who will take action to ensure uniform enforcement and compliance.

TELECOMMUTING/ALTERNATIVE WORK LOCATION

Telecommuting is an arrangement that allows exempt employees and some subcontractors to work from home or an alternative work site, generally utilizing telecommunications and computer technology.

Work assignments outside of the employee's normal Agency locations are permissible on a short-term, temporary basis when reasonable, practical, mutually agreed to, and arranged in advance with the employee's supervisor. The supervisor must approve the work location(s) prior to the temporary assignment. Prior approval allowing telecommuting and/or alternative work location(s) is not to be considered inferred approval regarding current or future instances.

Telecommuting is not to be considered part of any employee's routine schedule.

Employees working from home that are utilizing telecommunications and accessing The Arc's information technology system must adhere to the policy and guidelines per AIM Policy #412 and User Guides.

COMPUTER USAGE/E-MAIL POLICIES

All employees utilizing the Agency's computer systems (including all hardware and software components) are expected to adhere to the Agency's computer policies and procedures. Violators are subject to disciplinary action up to and including termination.

Any employee not having a current copy of these policies should contact their department's MIS Committee Representative, supervisor, or Human Resources.

PORTABLE ELECTRONIC DEVICES

Drivers in New York, including employees of private-sector employers who drive as part of their job duties, cannot use portable electronic devices while driving to view, take, or transmit images; to play games; or to compose, send, read, view access, browse, transmit, save, or retrieve e-mail, text messages or other electronic data.

Portable electronic devices include hand-held mobile telephones, hand-held devices with mobile data access, personal digital assistants (PDAs), laptop computers or other portable computing devices, pagers, text messages, electronic games, and broadband personal communication devices. Drivers who hold portable electronic devices in a conspicuous manner while driving are presumed to be using such devices.

Drivers are permitted to use hands-free cell phones while driving. Drivers can use hand-held cell phones only to make emergency calls to emergency-response operators; hospitals, physician offices, and health clinics; ambulance drivers; firefighters; and police officers.

Employees are required to inform their supervisor should they receive a ticket while operating an Agency vehicle.

SOCIAL NETWORKING POLICY

The Arc, takes no position on your decision to start or maintain a blog or participate in other social networking activities. However, it is the right and duty of the Agency to protect itself from unauthorized disclosures of confidential business information of The Arc, such as consumer and

vendor information. The Arc's social networking policy includes agency-authorized social networking and personal social networking and applies to all executive officers, board members, management and staff.

Blogging or other forms of social media or technology include but are not limited to video or wiki postings, internet forums, sites such as Facebook, LinkedIn, MySpace, Wikipedia, YouTube, and Twitter, chat rooms, personal blogs, micro blogs, podcasts, instant messaging, or other similar forms of online journals, diaries or personal newsletters not affiliated with The Arc.

Unless specifically instructed, employees are not authorized to and therefore prohibited from speaking on behalf of The Arc. Employees may not publicly discuss individuals with developmental and other disabilities, or any confidential work-related matters, outside of agency-authorized communications. Employees are expected to protect the people we serve and are prohibited from disclosing personal/confidential information of the people we serve and any other proprietary and nonpublic information to which employees have access. Such information includes but is not limited to confidential information regarding the people we serve and services received or financial information (vendor pricing, services pricing, budgeting, etc.).

Employees may not post on a personal blog or web page or participate in a personal social networking site during working time or at any time with Agency equipment or property, unless it is work-related as authorized by your manager and consistent with this policy. Working time is your scheduled time of work, not including lunch hour, breaks, or time prior to or after your shift.

When using social media, employees are expected to abide by all applicable Agency policies, including, but not limited to those policies concerning equal employment opportunity, discrimination and harassment, solicitation, confidentiality, and electronic communications. All other Agency rules and policies regarding discrimination and harassment apply in full force to blogs and social networking sites. Employees are prohibited from engaging in any conduct, activities, communication or postings that are obscene, vulgar, threatening, intimidating, or harassing or that would otherwise violate Agency policies regarding discrimination and harassment. Any conduct which is impermissible under the law if expressed in any other form or forum is also impermissible if expressed through blogs, social networks, text messages or other electronic means.

SMOKING AND THE USE OF TOBACCO PRODUCTS

In the interest of providing a safe and healthy environment for employees, program participants, and visitors, the Agency has adopted the following policy and procedures regarding smoking and the use of tobacco products at the work place.

This policy provides that the rights of a non-smoker to breathe smoke free air will prevail over an employee's desire to smoke. Violation of this policy, as with all Agency policies, will result in disciplinary action.

Smoking and the use of tobacco products, as well as the use of electronic smoking devices, is strictly prohibited in all agency owned and operated buildings, on agency grounds and in all vehicles owned and operated by The Arc, Oneida-Lewis Chapter, NYSARC. Tobacco products

include, but are not limited to, cigarettes, cigars, pipes, chewing tobacco, e-cigarettes, and other smokeless tobacco products.

Health risks associated with smoking and the use of tobacco products are well documented. Studies have indicated that exposure to second-hand smoke is a significant risk for the non-smoker. The agency is responsible for providing a safe environment for its employees, the people we serve and visitors. Consequently, a smoke-free policy has been implemented.

It is the responsibility of all employees to observe this smoke-free policy and to remind others of their responsibility. Visitors must observe the smoke-free policy. Visitors who smoke or use tobacco products will be requested to extinguish the cigarette, cigar, pipe, etc. and will be informed of the policy.

TELEPHONE USE

Use of telephones during working hours should be restricted to business calls. Use of the telephones, including cell phones, for personal calls and text messaging, game playing, web access, and any additional available applications should be limited and used only when absolutely necessary. In addition, cell phones are to be used only in accordance with New York State law. The use of camera phones in the workplace is prohibited to ensure privacy rights of the people we serve and employees. Cell phones may be checked during lunch. Regular phones are at all worksites for incoming and outgoing calls for personal and emergency situations. Any necessary long distance personal calls will be paid for by the employee.

Using an agency cell phone also requires appropriate cell phone etiquette and responsibility. In all meetings, cell phones are to be placed on vibrate mode and calls taken after the meeting has ended. In only urgent and emergency situations should a call be taken and the staff person must leave the room. As an attendee and member of the meeting, your attention and focus should be to the other members of the meeting and its agenda.

NON-DISCLOSURE

The protection of confidential and proprietary business information and trade secrets is vital to our short and long-term success. Such information includes, but is not limited to: computer processes, programs and codes, customer lists, customer preferences, financial information, human resource and labor strategies, marketing strategies, new materials research, pending projects and proposals, proprietary production processes, research and development strategies, scientific data, formulae and prototypes and technological data and prototypes.

Employees who improperly use or disclose trade secrets or confidential and proprietary business information will be subject to disciplinary action, up to and including termination of employment, even if they do not actually benefit from the disclosed information. In certain circumstances, employees may also be subject to third party prosecution.

In this handbook we have tried to provide you with information you need as an employee. It is in no way intended to be all inclusive. If faced with a situation not addressed, we expect that you will use good judgment and that the safety and welfare of yourself, your co-workers and the people we serve will always be paramount on your mind. If after reading

this guide you have any questions, please contact your supervisor or a Human Resources representative.

Welcome to The Arc, Oneida-Lewis Chapter

Table of Contents

Employee Handbook Receipt Acknowledgement

I have received the November 2018 Revised Version of The Arc, Oneida-Lewis Chapter Employee Handbook and understand that I am responsible for becoming familiar with the contents. I understand this version supercedes any previous version(s) of the Employee Handbook or any previous Employee Handbook(s).

I understand that I am responsible for maintaining my copy of the Employee Handbook, and that it is to be returned, in the condition it was received, including the yearly revisions, to the Human Resources Department upon termination of employment.

I have received information on HIPAA and Corporate Compliance and understand that it is my responsibility to review the material, ask for clarification if needed and attend follow up training when I am scheduled.

I understand the **Employee Handbook** is a general guide and is not an expressed or implied contract of employment. I also understand the Agency reserves the right to change, modify, amend, or delete any polices/procedures or benefits in this handbook, at its sole discretion, at any time.

_____ _____

PRINT NAME DEPARTMENT

_____ _____

EMPLOYEE SIGNATURE DATE