



Employee Handbook



Approvals: Executive Director 12/10/2024
 Board of Directors 12/10/2024

Version #: HBK-2023-02

First Effective: 6/28/2023;
revision effective date 12/10/2024



TABLE OF CONTENTS

- 1 INTRODUCTION8
 - 1.1 A Special Welcome from Our Executive Director8
 - 1.2 Mission Statement.....9
 - 1.3 How to Use Your Handbook9
 - 1.4 Open Door Philosophy.....9
 - 1.5 Employment Status 10
 - 1.6 New Employee Orientation and Introductory Period 10
- 2 BENEFITS..... 10
 - 2.1 Benefits Eligibility 10
 - 2.2 Health Insurance..... 11
 - 2.3 Dental Insurance..... 11
 - 2.4 Flexible Spending Accounts 11
 - 2.5 Life Insurance 11
 - 2.6 Long Term Disability 11
 - 2.7 Paid Time Off 11
 - 2.8 401k Retirement Plan 11
 - 2.9 EAP..... 12
 - 2.10 AAA 12
 - 2.11 Supplemental Benefits 12
 - 2.12 Tuition Reimbursement..... 12
 - 2.13 Expense Reimbursement..... 12
 - 2.14 Mileage Reimbursement 13
- 3 YOUR EMPLOYMENT 13
 - 3.1 Employment Classifications..... 13
 - 3.2 Hours of Work 14
 - 3.3 Attendance and Tardiness..... 14
 - 3.4 Transfers Due to Operational Needs..... 14
 - 3.5 Meal Period 14
 - 3.6 Overtime..... 14
 - 3.7 Payroll and Time Keeping 15
 - 3.8 Deductions from Pay 15

- 3.8.1 Non-exempt Employees 15
- 3.8.2 Exempt Employees 15
- 3.8.3 Improper Deductions from Pay 16
- 3.9 Drug and Alcohol-Free Workplace 16
- 3.10 Smoke-Free Workplace Policy 16
- 3.11 Mandated Reporting 17
- 3.12 Licenses and Certifications 17
- 3.13 Medical Examination 17
- 3.14 Health and Safety 17
- 3.15 Exposure Control Guidelines for Bloodborne Pathogens..... 18
- 3.16 Workplace Injuries..... 18
- 3.17 Phone Use..... 18
- 3.18 Use of Agency Property 18
- 3.19 Reporting Changes of Employee Information 19
- 3.20 Performance Evaluation and Review 19
- 3.21 Unacceptable Employee Behavior or Performance 19
- 3.22 Access to Personnel Files..... 21
- 4 TIME AWAY FROM WORK 21
 - 4.1 Vacation Days 21
 - 4.2 Sick Days 22
 - 4.3 Personal Days 23
 - 4.4 Holidays 23
 - 4.5 Jury Duty..... 24
 - 4.6 Bereavement Days..... 24
 - 4.7 Weather Days 25
 - 4.8 Family and Medical Leave 25
 - 4.8.1 Basic Leave Entitlement..... 25
 - 4.8.2 Military Family Leave Entitlements 26
 - 4.8.3 Eligibility Requirements..... 26
 - 4.8.4 Calculating the Leave Year..... 26
 - 4.8.5 Benefits and Protections 26
 - 4.8.6 Definition of “Serious Health Condition” 27

- 4.8.7 Use of Leave 27
- 4.8.8 Substitution of Paid Leave for Unpaid Leave..... 27
- 4.8.9 Employee Responsibilities 27
- 4.8.10 NCYF’s Responsibilities 28
- 4.8.11 Enforcement 28
- 4.9 Massachusetts Paid Family and Medical Leave (PFML) 28
 - 4.9.1 Purpose and Scope 28
 - 4.9.2 Policy Details..... 28
- 4.10 Massachusetts Small Necessities Leave 31
- 4.11 Parental Leave 31
- 4.12 Personal Leave..... 32
- 4.13 Military Leave 32
 - 4.13.1 Policy..... 32
 - 4.13.2 Employee Procedures..... 33
 - 4.13.3 Benefits..... 33
 - 4.13.4 Reinstatement Procedures..... 33
 - 4.13.5 Exceptions to Reemployment..... 34
- 4.14 Domestic Violence and Abusive Behavior Leave..... 34
- 4.15 Nursing Breaks..... 35
- 5 COMPANY POLICIES AND PRACTICES 35
 - 5.1 ADA..... 35
 - 5.2 Equal Employment Opportunity..... 36
 - 5.3 Harassment and Violence Policy and Procedures 36
 - 5.3.1 Policy Statement..... 36
 - 5.3.2 Procedures..... 37
 - 5.3.3 Prohibition Against Retaliation..... 38
 - 5.3.4 Confidentiality 38
 - 5.3.5 Zero Tolerance of Sexual Abuse and Molestation..... 39
 - 5.4 Massachusetts Pregnant Workers Fairness Act 40
 - 5.5 Code of Conduct 42
 - 5.5.1 Purpose..... 42
 - 5.5.2 Confidentiality 42

- 5.5.3 Client Information 43
- 5.5.4 Respect for Others and the Agency..... 43
- 5.6 Conflict of Interest..... 43
 - 5.6.1 Purpose..... 43
 - 5.6.2 Policy Statement..... 44
 - 5.6.3 Definitions 44
 - 5.6.4 Policy Details..... 45
 - 5.6.5 Procedures..... 48
- 5.7 Personnel Grievance (Complaint) Procedure 49
 - 5.7.1 Complaint Process 49
- 5.8 Whistleblower Policy..... 50
 - 5.8.1 Definition 50
 - 5.8.2 Reporting Procedure 50
 - 5.8.3 Protections 50
- 5.9 Workplace Violence/Anti-Bullying Policy 51
- 5.10 Dress and Personal Appearance: Attire and Hygiene/Grooming Policy 51
 - 5.10.1 General Expectations..... 51
 - 5.10.2 Guidelines 51
 - 5.10.3 Appropriate/Inappropriate Attire 52
 - 5.10.4 Addressing Workplace Attire and Hygiene Problems 52
 - 5.10.5 Jewelry..... 52
 - 5.10.6 Reasonable Accommodation of Religious Beliefs 52
 - 5.10.7 Identification Badge Policy 53
- 5.11 IT Acceptable Use Policy..... 54
 - 5.11.1 Policy Statement..... 54
 - 5.11.2 Purpose and Scope 54
 - 5.11.3 Definitions 54
 - 5.11.4 Procedures..... 54
- 5.12 IT End-User Guidelines 55
 - 5.12.1 General User Standards..... 55
 - 5.12.2 Clear Screen..... 55
 - 5.12.3 Password Management..... 55

5.12.4	E-mail	56
5.12.5	Internet.....	56
5.12.6	Social Media	57
5.12.7	Remote Access.....	59
5.12.8	Removable Media.....	60
5.12.9	Laptops and Mobile Devices.....	60
5.13	Driving and Vehicle Use	62
5.13.1	Vehicle Use	62
5.13.2	Eligibility	62
5.13.3	Use of Personal Vehicles to Transport Clients.....	62
5.13.4	Driver Responsibilities	63
5.13.5	Safety Guidelines	63
5.13.6	Use of Mobile Devices While Driving	64
5.13.7	Traffic/Safety Violations	64
5.13.8	5.13(h) Monitoring and Enforcement	65
5.13.9	Withdrawal of Driving Privileges	65
5.13.10	Maintenance and Repairs.....	65
5.13.11	Consumables	66
5.13.12	Vehicle Registration and Safety Equipment	66
5.13.13	Accidents	66
5.14	Legal Assistance for Employees.....	67
5.14.1	PROCEDURES	67
5.15	Fingerprinting	68
5.16	Damages to Employee Property.....	68
5.17	Use of Electronic Recording Devices	68
5.18	Public Relations and the Media.....	68
5.19	Parking.....	68
5.20	Bulletin Boards	69
5.21	Job Postings	69
6	LEAVING NCYF	69
6.1	Ending Employment	69
6.1.1	Resignation	69

6.1.2 Termination 69

6.1.3 Layoff and Recall..... 70

6.2 Return of Agency Property 70

6.3 Exit Interview 70

6.4 COBRA..... 70

7 A WORD IN CLOSING 71

1 INTRODUCTION

1.1 A Special Welcome from Our Executive Director

It is our pleasure to welcome you to Northeast Center for Youth & Families, Inc. (hereinafter “NCYF” or the “Agency”). We are excited to have you as part of our team. Here at NCYF our goal is to maintain a workplace built on fairness, mutual respect, positive attitude, and support in facilitating our mission to provide care and treatment to individuals, children and families who are experiencing challenges in their lives.

This Employee Handbook is your ‘*Road Map*’ and will acquaint you with NCYF and provide you with information about policies, expectations, and benefits affecting your employment. Any questions you have after reading through this handbook should be addressed with your supervisor or the Human Resources Department. It is your responsibility to read, understand, and comply with the Employee Handbook. With a thorough understanding, I know you will find the way to success here at NCYF!

This handbook and all of its policies and procedures apply to all employees of NCYF who are not covered by a collective bargaining agreement whenever and wherever they conduct NCYF business. Employment policies and practices for union employees may, in some cases, differ in compliance with an individual union's collective bargaining agreement with NCYF; thus, employees covered by a collective bargaining agreement should refer to their respective union contracts for further information.

Thank you for becoming a part of NCYF’s good work!

Meredith Lagoy

Meredith Lagoy, LICSW
Executive Director



1.2 Mission Statement

Northeast Center for Youth and Families, Inc., provides a range of high-quality, community-based, behavioral health services to empower individuals and families to live healthy and successful lives.

Our Vision

We envision a time when individuals and families facing behavioral health challenges, their own or as caregivers, will have ready access to services, support and tools that empower their growth and forward movement towards a happy, successful life.

Our Values

- ◆ Hope
- ◆ Integrity
- ◆ Respect
- ◆ Compassion

1.3 How to Use Your Handbook

This handbook has been prepared to give all non-contracted employees a general overview of the benefits, policies and guidelines of our agency. Careful review and familiarization with the handbook are your responsibility. Some areas are self-explanatory while others may need further detailed explanation. The Human Resources Department will assist you in these areas.

A handbook is a resource to be used as a guidance and informational tool. It represents our commitment to provide a competitive, cooperative and safe working environment. The contents of this handbook are presented as a matter of information only. NCYF reserves the right to modify, revoke, suspend, terminate or change any and all such plans, policies, benefits or procedures in whole or in part, at any time, with or without notice. Should changes occur, we will attempt to inform you as soon as possible. The language used in this handbook is not intended to create, nor is it to be construed to constitute, a contract between NCYF and any one or all of its employees.

While much of this applies to all employees, certain provisions of this handbook may be superseded by the UAW contract.

1.4 Open Door Philosophy

NCYF prides itself on maintaining a fair, respectful, and supportive work environment by promoting positive employee relations with open channels of communication. To that end, managers' doors are always open to every employee, which means that employees can speak directly with any manager at any time about any issue. As a general matter, it may be most efficient and expeditious for employees who have an issue, problem, question, or complaint to first discuss it with their immediate supervisor. At this level, employees usually reach the simplest, quickest, and most satisfactory solution. If the employee, for whatever reason, does not feel comfortable going to their supervisor, or if the employee is not satisfied with the supervisor's response, the employee should follow the complaint procedure outlined in Section 5.7 below.

1.5 Employment Status

Employment with NCYF is “employment-at-will.” This means that either NCYF or you may terminate your employment at any time, with or without cause, for any reason (that does not violate state or federal law) or for no reason at all. Nothing contained in this handbook creates an express or implied contract of employment between you and NCYF. This handbook does not provide you with a specified term of employment with NCYF. No representative of NCYF, except the Executive Director, has authority to enter into any agreement contrary to the foregoing “employment-at-will” relationship.

This handbook supersedes and replaces any and all prior Employee Handbooks and related policies and such prior handbooks and policies are expressly revoked.

1.6 New Employee Orientation and Introductory Period

During the first six (6) calendar months of active employment, employees are considered to be in an Introductory Period. It is a time for you to get to know us and us to get to know you. During this period, all new employees are required to participate in an orientation program. Your supervisor and Human Resources will orient you to your surroundings, familiarize you with the particular job requirements and expectations, organizational policy and protocols, and assess your interaction with co-workers and collateral agencies.

Employees are expected to successfully pass through the Introductory Period to become a regular employee. There may be occasions during the Introductory Period, or after, when despite training efforts, the new employee is not able to develop the necessary skills or grasp the essential requirements of the job. Additionally, the employee may not demonstrate the commitment and responsible attitude required to become a regular employee. Should such a point be reached, the new employee’s employment may be terminated immediately.

At all times during and after the Introductory Period, employees are considered to be at-will and may be terminated with or without cause, for any reason (that does not violate state or federal law) or for no reason at all. Employees also have the right to terminate their employment at any time.

2 BENEFITS

2.1 Benefits Eligibility

Employees who work 30 hours a week or more on a regular basis are eligible for benefits beginning on the first day of the month following 30 full days of work.

Benefit eligibility is reviewed with new employees at the time of hire. It is important to complete and submit all paperwork by your enrollment deadline, or you will then need to wait until open enrollment in June of each year, or for a "qualifying life event."



2.2 Health Insurance

NCYF offers a range of medical plan options. Premium rates are dependent upon the number of hours in an employee's workweek. For full time employees, the Agency shares some of the cost of the premiums with the employees.

2.3 Dental Insurance

Dental insurance is available at one hundred percent (100%) cost to the employee. NCYF does not subsidize the cost of this insurance; it is offered at a discounted rate to employees. Employees can rollover a portion of unused benefits annually according to the stipulations set by the carrier.

2.4 Flexible Spending Accounts

We offer employees the opportunity to participate in a Flexible Spending Account (FSA) with coverage for medical and dependent care contributions. Eligibility requirements apply.

2.5 Life Insurance

NCYF pays one hundred percent (100%) of the cost for group term life insurance. The benefit amount is equal to one time the employee's annual salary, with a maximum benefit of \$250,000. Additional term life insurance is available for purchase by employees for themselves, spouses or dependents. For full details of how a plan will affect you, discuss the enrollment documents with Human Resources.

2.6 Long Term Disability

NCYF pays one hundred percent (100%) of the cost for Long Term Disability insurance. This coverage will provide an employee with sixty percent (60%) of their wages for a maximum of \$6,000 following a ninety (90) qualification period. Accrued paid time off (e.g. sick, personal, vacation) can be used during the qualification period.

2.7 Paid Time Off

NCYF offers a number of paid time off options; see Section IV below for details.

2.8 401k Retirement Plan



NCYF partners with a retirement company to offer employees tax-sheltered retirement options through a 401(k) retirement savings program. Through the convenience of a payroll deduction, eligible employees can contribute a portion of their salary to this retirement account on a pre-tax basis each pay period. Eligible employees will automatically be enrolled at a 2% contribution amount after 60 days of employment. Twelve months after hire date and 1000

hours of service, NCYF will match a portion of the employee's contribution equal to 100% of first 3% and 50% of next 2% of employee contributions (maximum 4% of salary if employee contributes at least 5%) during the plan year. The 401k provider permits an employee to rollover funds from a former qualified plan or IRA's with other financial institutions. NCYF permits employees to take loans against their account balance, however certain limits do apply.

2.9 EAP

Personal and family problems can impact your life both at home and at work. When you face these challenges in life, it's nice to know there's a place you can turn. To assist you and your family in getting the help you need, NCYF works with established providers to give you a confidential employee assistance program available 24/7. Our Employee Assistance Program is open to all employees free of charge and includes counseling, financial planning, college planning, education and more.

2.10 AAA

NCYF provides AAA memberships, at no cost, to employee in designated positions determined by management, as well as those employees who have served more than (3) consecutive years of employment. Certain enrollment periods do apply. All other employees are offered AAA membership at the regular rate for themselves and dependent family members and can have the cost applied through a payroll deduction.

2.11 Supplemental Benefits

NCYF offers additional voluntary benefits and discount programs that may vary year-to-year. See the current year Supplemental Benefits Roster for details.

2.12 Tuition Reimbursement

One of the ways NCYF assists employees in their career development is by providing financial support in the form of reimbursement for tuition expenses incurred as part of an approved course of study at an accredited college, university, or technical school. The purpose of this policy is to establish a process for providing tuition assistance that is consistent with employees' career development interests and NCYF's workforce development needs. The policy and eligibility requirements are available from the Human Resources Department upon request.

2.13 Expense Reimbursement

You will be reimbursed for all authorized expenses incurred on behalf of NCYF. Requests must be supported by itemized receipts and other appropriate documentation. Your supervisor must approve all requests for reimbursement. All requests for reimbursement must be made within thirty (30) days of when the expenses were incurred.

2.14 Mileage Reimbursement

Employees who use their privately-owned vehicle on official Agency business (excluding travel to and from work) will be reimbursed at a rate that is determined by senior management and will be reviewed on an annual basis. Examples include: work-related meetings outside the work site, transport of clients, and attending work-related trainings. NCYF uses a web-based mileage management system to document employee travel and calculate reimbursements for mileage and travel-related expenses (i.e. tolls and parking.) Reimbursements are normally processed on a biweekly basis and paid via direct deposit with normal payroll. All requests for reimbursement **must** be made within 30 days of travel.



3 YOUR EMPLOYMENT

3.1 Employment Classifications

All non-contracted NCYF employees are covered by this handbook. The classifications of employees are as follows: Exempt (salaried), non-exempt (hourly), full-time, part-time, and temporary and relief.

1. **Exempt (salaried):** Individuals who are paid a salary and are not subject to the overtime provisions of the Fair Labor Standards Act. Exempt status is determined by the duties, responsibilities and base salary of the individual position.
2. **Non-Exempt (hourly):** Individuals who are paid on an hourly basis and are subject to the provisions of the Fair Labor Standards Act. Hourly employees must report actual hours worked on a timely and daily basis.
3. **Regular Full Time:** Individuals who are normally scheduled to work at least 32 hours per week, 52 weeks per year. They may be exempt or non-exempt classifications and are eligible for benefits.
4. **Regular Part-time:** Individuals who are normally scheduled to work less than 32 hours per week, 52 weeks per year. They may be exempt or non-exempt classifications and are eligible for pro-rated benefits if scheduled to work 20 or more hours per week.
5. **Contractors:** Professionals who are hired to work a specific project and are paid a contracted rate. Contractors are not eligible for benefits except for earned sick leave.
6. **Relief/Temporary/Seasonal/Per Diem:** Individuals hired either on a day-to-day basis or for a specific period of time. Relief/Temporary staff are not eligible for benefits except for earned sick leave, are not guaranteed any hours/schedule, and may be released at any time.
7. **Intern:** An intern is a student who, with or without compensation, performs a task at the direction of and on behalf of the Agency with the goal of securing experience in a given field of study. An intern must complete all necessary paperwork and screenings prior to performing any activities with the program. Interns are not employees and are not eligible for benefits.

3.2 Hours of Work



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Work schedules for employees vary throughout our Agency and shifts are determined according to need in each specific program. Your hours of work depend on your position and work location. Your work schedules may vary each week, and you may be required to work weekends, holidays, and overtime, depending on the Agency's needs. Hours are subject to change based on operational needs.

For NCYF to operate efficiently, hourly employees must adhere to their scheduled hours of work. Specifically, hourly employees must be ready to start work at the scheduled start time and continue working until the scheduled hours are completed.

3.3 Attendance and Tardiness

Regular and reliable attendance is an essential function of your job here at NCYF. Absenteeism and tardiness place an undue burden on other employees and impairs our ability to do our jobs and operate the Agency properly. If you cannot report to work as scheduled, you must notify your supervisor **via a phone call (no texts or emails)** as soon as possible, but no later than two hours before the start of your shift, except in unforeseen circumstances. Employees are required to follow their program's call-out procedure, which may differ from program to program. **Unexcused absences occur when an employee has not received approval for their absence from their supervisor.**

3.4 Transfers Due to Operational Needs

From time to time it may be necessary to assign or transfer an employee from one location to another to meet operational needs. NCYF will make every effort to notify the employee within a reasonable period of time and will take into consideration the employee's ability to make such a change. **NCYF reserves the right to redeploy staff in order to sufficiently cover its programs.**

3.5 Meal Period

Hourly employees working a minimum of six (6) consecutive hours in a shift are entitled to a thirty-minute unpaid meal period at a time to be designated by their supervisor. This 30-minute unpaid meal period will take place within six hours after the employee has started their shift. A meal break waiver is available for certain positions.

3.6 Overtime

Overtime compensation is paid to hourly (non-exempt) employees for all hours actually worked in excess of forty (40) hours in a given work week. Overtime compensation is paid at a rate of one and one-half times the employee's regular rate of pay. Time off, vacation time, sick time, personal time, holidays, or any leave of absence will not be considered hours worked when calculating overtime.

All overtime must be approved by your service/program director or designee prior to working overtime hours.

3.7 Payroll and Time Keeping

All employees are required to document their hours worked on a daily basis. An employee's time record must reflect actual time worked. Altering, falsifying, or tampering with time records, or recording time for another employee may result in disciplinary action, up to and including termination. It is the employee's responsibility to review his or her time record to certify the accuracy of all time recorded. The supervisor will review and approve the time record prior to submitting it to payroll for processing. In addition, if corrections or modifications are made to the time record, both the employee and the supervisor must verify the accuracy of the changes. Employees must submit their time record by noon on Monday following the end of the pay period.

Employees are paid on a bi-weekly basis. Each paycheck will include earnings for all work performed and reported through the end of the previous payroll period. In the event that a regularly scheduled payday falls on a holiday, employees will normally receive their pay on the last day of work before the regularly scheduled payday.

3.8 Deductions from Pay

3.8.1 Non-exempt Employees

Non-exempt employees will be paid only for actual hours worked unless they receive benefits under NCYF's paid time off policy or other leave policies.



3.8.2 Exempt Employees

Exempt employees are paid on a salary basis and, in general, must be paid their full salary for any week in which they perform work. Their pay may be reduced only in the following circumstances:

1. Employees who are absent for at least a full day because of sickness or disability will not be paid for that day unless they have accrued benefits under NCYF's paid time off policy. Their pay will not be reduced if they are absent for less than a full day because of sickness or disability.
2. Employees who are absent from work for at least a full day for personal reasons other than sickness or disability will not be paid for that day. If an employee is absent for less than a full day for personal reasons, his or her pay will not be reduced.
3. Employees who are absent from work for attendance as a witness at a trial, or temporary military leave will have their pay reduced by the amount of payment they receive in the form of witness fees or military pay. Their pay will not be reduced by the number of hours or days they are absent from work unless they perform no work in a given week.
4. Employees who are absent from work for jury duty for more than three days will have their pay reduced by the amount of payment they receive in the form of jury fees for jury duty after their initial three days of jury duty. Their pay will not be reduced by the number of hours or days they are absent from work unless they perform no work in a given week.
5. If an employee violates a safety rule of major significance, his or her pay may be reduced in an amount to be determined by the company as a penalty for that violation.

6. Employees may be suspended without pay for other types of workplace misconduct, but only in full-day increments. Their pay will be reduced in an amount that is proportionate to the number of days suspended.
7. Employees who work less than 40 hours during their first or last week of employment will be paid a proportionate part of their full salary for the time actually worked.
8. Employees who work less than a full week due to FMLA/PFML leave will be paid a proportionate part of their full salary for the time actually worked.

3.8.3 Improper Deductions from Pay

NCYF will reimburse any exempt employee whose pay is reduced in violation of this policy. If you feel your pay has been improperly reduced, please notify Human Resources. All reports of improper deductions will be promptly investigated. The employee making the report will be advised of the findings. Employees will not be subject to retaliation for bringing reports forward.

3.9 Drug and Alcohol-Free Workplace

NCYF is committed to providing a safe and productive workplace, free from the effects of alcohol, marijuana, illegal drugs, and controlled substances. Accordingly, no employee may be under the influence of alcohol, marijuana, illegal drugs, and controlled substances, or otherwise impaired, while working. The unlawful manufacture, use, possession, distribution, transfer, purchase, sale, or being under the influence of alcohol, marijuana, illegal drugs, and controlled substances while working or on Agency property is strictly prohibited. Employees violating this policy may be subject to discipline, up to and including termination.

Employees may be asked to submit to a drug and/or alcohol test if reasonable suspicion exists to indicate that the employee may be under the influence.

3.10 Smoke-Free Workplace Policy

POLICY ID: POL-AMS-0003

VERSION: 1.0



Policy Statement

Massachusetts' law prohibits smoking in any workplace. Smoking is prohibited in all NCYF facilities, buildings, locations and vehicles. Smoking is also prohibited on the property/premises, including outside entrances and outdoor play areas. Smoking is prohibited in the presence of, or in view of, clients in any location on or off Agency premises or while attending an Agency sponsored event.

Purpose and Scope

The purpose of this policy is to define how NCYF provides a smoke-free environment in the workplace. This policy applies to all employees and consumers, as well as visitors to any NCYF location/facility.

Definitions

Smoking: the inhaling, exhaling, burning or carrying of a lighted or heated cigar, cigarette, pipe or other tobacco product intended for inhalation in any manner or form, including the use of electronic cigarettes, electronic cigars, electronic pipes or other similar products that rely on vaporization or aerosolization.

3.11 Mandated Reporting

For the protection of individual clients, families, and employees, established guidelines have been set forth to aid in the prevention and reporting of child abuse cases. All employees are required to complete training on mandated reporting during orientation. All employees deemed mandated reporters by their positions must comply with any and all state/federal reporting requirements.

3.12 Licenses and Certifications

It is your responsibility to maintain all licenses and certifications required for your job. In some cases, you will be responsible for the costs related to maintaining these licenses and certifications. **Current copies of required licenses and certifications must be filed in your personnel file. Failure to maintain appropriate licenses/certification may result in discipline, up to and including termination.**

3.13 Medical Examination

In the event a medical examination is required in order to satisfy an essential job function, staff must comply with such requests. Every effort will be made to provide reasonable notice to staff if such examinations are required.

3.14 Health and Safety

To assist in providing a safe and healthy work environment for employees, clients, and visitors, NCYF has established a workplace safety and violence-prevention program. The Safety Committee will assist in implementing, monitoring, and evaluating the safety program. NCYF provides information to employees about workplace safety and health issues through regular internal communication channels such as supervisor-employee meetings, bulletin board postings, memos, or other written communications.



The Safety Committee, composed of representatives from throughout the organization, was established to help monitor our safety program and to facilitate effective communication between employees and management about workplace safety and health issues.

Each employee is expected to obey safety rules and to exercise caution in all work activities. Employees must immediately report any unsafe condition to a supervisor. Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail to report or, where appropriate, remedy such situations, may be subject to disciplinary action up to and including termination.

3.15 Exposure Control Guidelines for Bloodborne Pathogens

NCYF complies with the Bloodborne Pathogens Standards enacted by OSHA, and as such has a written plan regarding employee exposure to bloodborne diseases. A copy of the Exposure Control Plan is available in the Human Resources Department and at each program site for your review.

Employees have the most important role in the bloodborne pathogen compliance program, for the day to day execution of this plan is in your hands. Your responsibilities include:

- attending NCYF's bloodborne pathogen training
- knowing what tasks you perform which may constitute occupational exposure
- following standard precaution and reporting procedures in the workplace
- practicing good hygiene habits



3.16 Workplace Injuries

IF YOU ARE INJURED WHILE AT WORK, YOU MUST IMMEDIATELY REPORT THE INJURY TO YOUR IMMEDIATE SUPERVISOR OR THE PROGRAM DIRECTOR. Regardless of how insignificant the incident may appear, you must notify your immediate supervisor or program director and fill out an accident report (Supervisor Accident Investigation Report) and Medical Release Form within 24 hours of the injury/accident.

Employees are required to maintain contact with the Human Resources Department while out of work due to a workplace injury and to provide the requisite medical documentation when requested.

NCYF will make every effort to provide light duty work opportunities for injured employees when possible in order to facilitate the employee's return to work.

All employees are covered by workers' compensation insurance, which compensates employees for lost time, medical expenses and loss of life or dismemberment from an injury arising out of or in the course of work.

3.17 Phone Use

You are expected to limit personal calls, both incoming and outgoing, to only necessary and essential personal business, keeping calls as brief as possible. You must refer to program policies and procedures with regard to proper use of cell phones during work time. See Section 5.13 below for additional information on phone use and driving policies.

3.18 Use of Agency Property

No property or equipment of NCYF may be removed from the premises without permission from your immediate supervisor and without being properly secured. Examples of NCYF property include but are not limited to: vehicles, office equipment, home furnishing, computer equipment/files, program keys, files, client funds, office supplies, and any and all forms or other work products generated as a result of working with NCYF.

3.19 Reporting Changes of Employee Information

In order to keep your personnel file current and to avoid possible confusion, **it is your responsibility to notify the Human Resources Department whenever there is a change in your:**

- Name
- Home address
- Telephone
- Family status
- Emergency contact
- Beneficiary designations
- Change in status (including births, marriage, death, divorce, and legal separation) of tax exemptions
- Educational degrees earned
- Professional licenses and certifications, including change of status
- Driver's license, including change of status
- CORI and/or DCF background

This information is required to provide accurate contact information, proper insurance coverage, W2s, income tax deduction credit, and retirement information to which you may be entitled.

3.20 Performance Evaluation and Review

Performance evaluation is intended to be a process where both the employee and the supervisor review the employee's performance, areas of achievement and areas needing improvement. Employees will normally be evaluated at the end of their probationary period and annually thereafter. Performance evaluations may be used for both promotional consideration and disciplinary actions. The Human Resources Department is available for general discussion and counseling regarding any concerns raised during this process. Employees will be given a copy of their evaluation upon completion.

3.21 Unacceptable Employee Behavior or Performance

Any behavior contrary to the best interests of NCYF or its clients or its employees can lead to the imposition of discipline up to and including termination. Employees demonstrating unacceptable performance or conduct can expect their supervisor to discipline them by using one of the following disciplinary measures:

- a) Verbal Warning
- b) Written Warning
- c) Suspension
- d) Termination

Discipline is not necessarily progressive in nature. The disciplinary measure imposed is based on the nature and seriousness of the offense, the employee's past record, information from employees and any witnesses, total impact on NCYF, and other relevant factors. The items listed below may require immediate disciplinary action and may result in termination; this list is not intended to be all inclusive.

- 1) Unexcused absenteeism
- 2) Unacceptable attendance

- 3) Failure to call in or report for work
- 4) Tardiness
- 5) Failure to adhere to work schedule
- 6) Unauthorized leaving of work or work area prior to the end of the work day except for protected strikes, walkouts, etc.
- 7) Job abandonment
- 8) Poor work performance
- 9) Failure to accurately record time worked
- 10) Falsifying time or having someone else alter time
- 11) Falsifying records
- 12) Making false statements or claims to the Agency's insurance carrier(s), including those involving work related illnesses and injuries
- 13) Drinking or being under the influence of alcohol, marijuana or illegal drugs, or otherwise impaired, while working
- 14) Smoking in a NCYF building or vehicles or on NCYF property or in the presence of, or in view of, clients in any location on or off Agency premises
- 15) Failure to report any moving violations and motor vehicle accidents to NCYF, for employees who are required to drive as part of their employment
- 16) Texting while driving during work hours or while conducting Agency business
- 17) Use of profane, vulgar or abusive language when speaking to or about a co-worker, a client, or any other person NCYF does business with
- 18) Any harassment or abuse of an employee or client
- 19) Threats, intimidation, or workplace violence
- 20) Horseplay
- 21) Negligence or carelessness
- 22) Any act that endangers the lives or safety of others
- 23) Violation of safety practices and procedures
- 24) Failure to report an injury or accident
- 25) Stealing or unauthorized removal of NCYF property
- 26) Destruction of NCYF property or the property of another employee or client
- 27) Possession of any kind of weapon, including a firearm, while on Agency premises, in an Agency vehicle, in attendance at any Agency sponsored function or while representing the Agency in any manner
- 28) Breach of confidentiality
- 29) Unauthorized access or disclosure of confidential information
- 30) Refusal to accept a job assignment
- 31) Insubordination
- 32) Unprofessional behavior
- 33) Having MA DCF substantiating/supporting a claim of neglect or abuse of a child under the age of 18
- 34) Failure to report criminal charges to NCYF after hire
- 35) Failure to adhere to federal, state, and local laws and regulations
- 36) Violations of any policy, procedure, or practice of NCYF

While NCYF seeks to respect the reasonable expectations of privacy of employees, there may be times when NCYF must conduct a search of your workplace in order to investigate allegations of misconduct – or other failure to satisfy Agency rules and expectations – by you or another employee. Please be advised that you should not expect privacy in your desk, office, office equipment, Agency property, or other storage areas at work. **The use of a password does not mean your communications or files are private.**

3.22 Access to Personnel Files

NCYF complies with the Massachusetts personnel record law, M.G.L. chapter 149, § 52C, which allows a current or former employee to get a copy of their personnel file. The law requires an employer to give access to personnel records to employees and former employees upon written request.

You are entitled to review your individual employee file. We ask that you make arrangements to do so in advance with the Human Resources Department. With reasonable advance notice, employees may review their own personnel files in the Agency's offices and in the presence of Human Resources staff.

4 TIME AWAY FROM WORK

4.1 Vacation Days

NCYF does not allow the use of unpaid time off on a general basis. This means anyone who exhausts their PTO and is out of work for any reason, even illness, will be charged with an unexcused absence, with or without a doctor's note. If absences occur without having PTO to use, discipline may be issued, up to and including termination.

NCYF values its employees and, because of that, provides eligible full-time and part-time employees working a minimum of twenty (20) hours per week paid vacation for rest and relaxation, which we believe is important for employees' physical and mental health. Vacation is determined per fiscal year and is accrued on the basis of an eight (8) hour workday as follows:

- a) Initially (less than 12 months of employment) – 10 days or up to 80 hours
- b) After 12 months (1 year) – 15 days or up to 120 hours
- c) After 48 months (4 years) – 20 days or up to 160 hours
- d) After 120 months (10 years) – 25 days or up to 200 hours



Exceptions can be made with Executive Director approval.

Part-time employees are eligible on a *prorated* basis. For example, if you have been employed for less than 12 months and regularly work a 20-hour week, you would earn 10 days or up to 40 hours of vacation time at 4 hours per day.

Vacation must be requested and approved in advance in the electronic time and attendance system, giving at least two weeks' notice. Vacation will be approved on a first-come, first-served basis and subject to operational needs. In some programs, it may be necessary to schedule vacations during certain weeks of the year or to designate other weeks as "no vacation" periods. Vacation time must be planned each quarter in order to avoid excess requests at year end.

Employees will accrue their allotment of vacation weekly, with the accrual beginning immediately upon hire. Non-exempt hourly employees may take vacation time in as little as 15-minute increments; salaried exempt employees must take vacation in full day increments.

Employees may carry over up to ten (10) vacation days from one year to the next. Exceptions can be made with Executive Director approval.

If you leave your employment, you will be paid for all accrued and unused vacation time.

4.2 Sick Days

In accordance with the Massachusetts Earned Sick Leave Law, NCYF provides Paid Sick Leave to all employees for use during each calendar year, including part-time and relief employees. Paid Sick Leave may be used for the following reasons:

- a) To care for the employee's child, spouse, parent or parent of a spouse who is suffering from a bona fide physical or mental illness, injury, or medical condition that requires home care, professional medical diagnosis or care or preventative medical care;
- b) To care for the employee's own bona fide physical or mental illness, injury, or medical condition that requires home care, professional medical diagnosis or care or preventative medical care;
- c) To attend the employee's routine medical appointment or a routine medical appointment for the employee's child, spouse, parent, or parent of spouse;
- d) To address the psychological, physical or legal effects of domestic violence; or
- e) To travel to and from an appointment, pharmacy, or other location related to the employee's need for Sick Leave.



Eligible full-time employees accrue sick time throughout the year to a total of ten (10) days. For these eligible full-time employees, sick time may be carried over from year to year, with a cap of 500 hours. Regular part time employees working 20 hours or more per week will be given sick time on a pro-rated basis **and have a cap of 250 hours for carryover. Regular part time employees working 30 hours will be given sick time on a prorated basis and have a cap of 375 hours for carryover.** Employees must notify their supervisor as soon as possible, but no later than two hours before they are scheduled to work when an illness prevents them from reporting to work. NCYF requires seven (7) days' advanced notice for planned/foreseeable/pre-scheduled sick leave absences, unless the employee learns of the need within a shorter time frame and then the request must be made as soon as possible. All planned sick time must be requested via a sick time off request through the electronic time keeping system (SAGE). Failure to notify and obtain approval from your supervisor may result in disciplinary

action up to and including termination of employment. At the time of separation, employees will not be paid for any unused sick time.

Relief employees will accrue sick time at the rate of 1 hour for every 30 hours worked, up to a total of 40 hours per year; are eligible to use Paid Sick Leave after 90 days of employment; and may carry over up to 40 hours of unused Paid Sick Leave into the following calendar year but will not be entitled to use more than 80 hours of Paid Sick Leave in any calendar year. Relief employees wishing to take Paid Sick Leave must provide advance notice of their need for such leave, unless the need for leave is not reasonably foreseeable. The smallest amount of time that an employee may use sick leave is 15 minutes. Accrued, unused Paid Sick Leave will not be paid out at the time of termination.

Any employee who is absent from work for more than three consecutive workdays will be required to provide documentation for the need for this leave within seven days of the leave. NCYF may also require medical documentation of the employee’s need for leave under certain other circumstances. If the employee fails to provide this documentation, NCYF may deduct any paid leave from the employee’s pay. Employees may not use Paid Sick Leave as an excuse for tardiness without advance notice of a proper use.

NCYF will not interfere or retaliate against an employee who uses Paid Sick Leave in accordance with this policy. If employees have questions about Massachusetts Earned Sick Leave Law, they can contact Human Resources or contact the Attorney General at <http://www.mass.gov/ago/> or One Ashburton Place, Boston, MA 02108-1518; (617) 727-2200.

4.3 Personal Days

NCYF provides two (2) personal days each year at the start of each fiscal year, with no accrual necessary. The amount of personal time allotted may vary according to position. There will be no carryover of personal days; personal days must be used by the end of each fiscal year or they will be lost. If hired after January 1st and before July 1st, only one (1) personal day will be given until the start of the next fiscal year. If you leave your employment, you will not be paid for unused personal days.

4.4 Holidays

NCYF offers the following 12 holidays as paid for eligible employees on active payroll status.

New Year’s Day	Memorial Day	Veterans’ Day
Martin Luther King Day	Independence Day	Thanksgiving
Presidents’ Day	Labor Day	Day after Thanksgiving
Patriots’ Day or Juneteenth*	Indigenous Peoples’ Day	Christmas Day

**Employees will be given a choice between Patriots’ Day and Juneteenth and must notify their supervisor via email of their choice no later than July 31st each year.*

Eligible employees will receive holiday pay based on the following guidelines:

- Eligible employees will be paid for all 12 holidays. If the holiday falls on a day the employee would not ordinarily be working, the employee must take another day off in the same week.

- Each holiday will be paid at a maximum of 8 hours.
- Holidays will be prorated for part-time staff working at least 20 hours each week, as follows:
 - Working 20-25 hours/week 4 hour
 - Working 26-37 hours/week 6 hours
 - Working 37+ hours/week 8 hours

>For an exempt employee - If holiday hours don't equal normal hours usually worked, the employee may supplement the difference with vacation or personal time (not sick) OR make up the difference on a different day in the same week.

An example would be a 20-hour part time employee who works an 8 hour day on a Monday, could either use four hours of vacation/personal time, or work four hours on another day that same week to make up the difference between 8 and 4.

Eligible employees on an unpaid leave status for any reason, inclusive of workers compensation, are not eligible to receive holiday pay while on leave. If a holiday falls during an employee's vacation period, the holiday will be counted as a holiday and not as a vacation day.

4.5 Jury Duty



All regular, benefitted employees called to jury duty will be paid their full rate of pay for regularly scheduled missed work hours that fall during the first three (3) days of jury duty. If the employee must serve longer than three (3) days, NCYF will pay the difference between full pay and the state pay for days four (4) through seven (7).

Employees are expected to notify their supervisor immediately upon receipt of their notice to serve on a jury. Copies of all documents received from the court regarding jury duty, such as the summons to jury duty and the "certification of time served and wages earned," must be presented to Human Resources. In the event of an early dismissal from jury duty, all employees are expected to contact their supervisor.

4.6 Bereavement Days

All regular, benefitted employees may be eligible for up to three (3) work days (the equivalent of regularly scheduled work hours) of paid bereavement leave immediately following the death of the following:

- Spouse
- Parent
- Child
- Brother/Sister
- Stepparent
- Stepchild
- Stepbrother/Stepsister
- Significant Other
- Grandparent/Grandchild
- Foster child
- Brother-in-Law/Sister-in-Law
- Mother-in-Law/Father-in-Law
- Daughter-in-Law/Son-in-Law
- Any member of the family living in the home

If an employee is the responsible person to handle arrangements, an additional day will be provided. **The employee may be required to furnish documentation/proof of death. Employee must notify the HR department via email as soon as the need for bereavement leave is known.**

4.7 Weather Days

In the interests of safety, there may be times when weather conditions lead us to close or delay opening Agency programs or work sites. In those cases, employees impacted by the closing will be paid for the day. Those whose positions warrant it are expected to manage any client needs remotely from home on those days. In addition, the nature of some of our programs dictate that their sites cannot ever be closed, and those programs may have additional weather procedures and expectations based on operational needs. The determination of closing a program or site rests solely with the Executive Director or designee(s).



We also recognize that weather conditions may vary greatly by area. If, at any time, an employee has concerns about their well-being in traveling to work due to severe weather conditions, but their work site has not closed, the employee must contact their supervisor for approval for time off. Employees with approved absences in these circumstances may utilize their vacation or personal time to cover lost hours.

Main office closings will be announced via the outgoing voicemail message of our main phone line, **usually by 7:00 AM**. Employees should call 413-529-7777 or 800-360-6210 and listen to the outgoing message. Closing alerts will also be placed on the Agency website, www.ncyf.org; look for a black banner near the top of the screen.

Should severe weather develop during a work day, the office may be closed early. Any such early closings will be announced via overhead announcements and by email. Program directors are then expected to notify their program sites and staff.

If you have any questions as to the opening status of your program or site, contact your supervisor or program director.

4.8 Family and Medical Leave

The Family and Medical Leave Act (“FMLA”) provides eligible employees with up to twelve weeks, and under certain circumstances up to 26 weeks, of unpaid, job-protected leave during a specified 12 month-period.



4.8.1 Basic Leave Entitlement

The FMLA provides up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

1. For incapacity due to pregnancy, prenatal medical care, or child birth;
2. To care for the employee’s child after birth, or for placement for adoption or foster care;
3. To care for the employee’s spouse, son or daughter, or parent who has a serious health condition; or
4. For a serious health condition that makes the employee unable to perform his or her job.

4.8.2 Military Family Leave Entitlements

- a) **Family Leave for a Qualifying Exigency:** Eligible employees with a spouse, son, daughter or parent on covered active duty status in the Regular Armed Forces, in addition to the National Guard or Reserves, in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.
- b) **Family Leave to Care for Injured Servicemember:** The FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during any single 12-month period. Employees who are the spouse, son, daughter, parent, or next of kin of a covered servicemember can take this leave if otherwise eligible. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy, or is in outpatient status, or is on the temporary disability retired list. A covered service member also includes a veteran of the Armed Forces, including the National Guard or Reserves, who is undergoing medical treatment or therapy for or recuperating from a serious injury or illness at any time during the five-year period preceding the date of treatment, therapy or recuperation.

4.8.3 Eligibility Requirements

Employees are eligible for FMLA if they have worked for NCYF for at least one year and have worked at least 1,250 hours over the previous 12 months.

4.8.4 Calculating the Leave Year

For leave to care for a covered servicemember, the leave year is calculated as the single 12-month period that begins on the first day of the employee's leave.

For all other FMLA leave, the leave year is calculated as the 12-month period beginning when an employee first takes FMLA leave.

4.8.5 Benefits and Protections

During FMLA leave, NCYF will maintain your health coverage under any "group health plan" on the same terms as if you continued to work if you have indicated your intent to return to work at the end of your FMLA leave. Employees must pay their contribution toward health insurance coverage during FMLA leave and must contact Human Resources to do so. If, after your FMLA leave expires, you do not return to work, NCYF is entitled to recover the cost of any payments made to your health insurance coverage as allowed by applicable law. Use of FMLA leave will not result in the loss of any employment benefits that accrued prior to the start of your FMLA leave.

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

Failure to return to work on the expiration of FMLA leave without contacting Human Resources prior to such expiration may be considered a voluntary resignation.

4.8.6 Definition of “Serious Health Condition”

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee’s job or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

4.8.7 Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt NCYF’s operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

4.8.8 Substitution of Paid Leave for Unpaid Leave

Employees eligible for FMLA must use accumulated paid leave, if there is any, concurrently with their FMLA leave until all such paid leave is exhausted. Employees must comply with NCYF’s normal paid leave policies.

4.8.9 Employee Responsibilities

Employees must provide 30 days’ advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days’ notice is not possible, the employee must provide notice as soon as practicable and generally must comply with NCYF’s normal call-in procedures.

Employees must provide sufficient information for NCYF to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform the job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform NCYF if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave. Employees may be required to provide a fitness for duty statement before they return after an FMLA leave for their own serious health condition. If you are required to provide a fitness for duty statement, you will be notified at the time your leave is approved.

Additionally, employees are not permitted to work for any other employer while on FMLA leave for their own or a covered family member’s serious health condition or to care for a child after birth, adoption or foster care placement. If an employee accepts employment with another employer while on FMLA leave, the employee will be considered to have voluntarily resigned from NCYF and will not be eligible for reinstatement at the end of the leave.

4.8.10 NCYF's Responsibilities

NCYF will inform employees requesting leave whether they are eligible under the FMLA. If they are, the notice will specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, NCYF will provide a reason for the ineligibility.

NCYF will inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If NCYF determines that the leave is not FMLA-protected, it will notify the employee.

NCYF will not interfere with, restrain, or deny the existence of any right provided under FMLA. NCYF also will not discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

If you have any questions about FMLA leave and your FMLA rights or responsibilities or if you do not agree with a decision NCYF has made regarding your FMLA leave entitlement, please contact Human Resources.

4.8.11 Enforcement

An employee may file a complaint with the U. S. Department of Labor or may bring a private lawsuit against an employer. FMLA does not affect any Federal or State law prohibiting discrimination or supersede any State or local law or collective bargaining agreement which provides greater family and/or medical leave rights.

4.9 Massachusetts Paid Family and Medical Leave (PFML)

POLICY ID: POL-AMS-0019 VERSION: 1.0

4.9.1 Purpose and Scope

Paid Family Medical Leave (PFML) is a state-offered benefit for anyone who works in Massachusetts and has earned enough money in the prior year to meet the financial test to obtain unemployment insurance. PFML is funded through a Massachusetts tax, and is separate from both the federally-mandated benefits offered by the Family and Medical Leave Act (FMLA) and from other leave benefits offered by the Company. An employee's benefit amounts are based, in part, on the employee's earnings, are calculated and paid by the Department of Family and Medical Leave and may be reduced by the amount of any workers' compensation or long-term disability benefits an employee is receiving.

4.9.2 Policy Details

4.9.2.1 Basic Leave Entitlement

Beginning January 1, 2021, employees may be entitled to take up to:

- 12 weeks of paid family leave in a benefit year for the birth, adoption, or foster care placement of a child, or because of a qualifying exigency arising out of the fact that a family member is on active duty or has been notified of an impending call to active duty in the Armed Forces;
- 20 weeks of paid medical leave in a benefit year if they have a serious health condition that incapacitates them from working; and

- 26 weeks of paid family leave in a benefit year to care for a family member who is a covered servicemember undergoing medical treatment or otherwise addressing consequences of a serious health condition relating to the family member’s military service.

Beginning July 1, 2021, employees may be entitled to take up to:

- 12 weeks of paid family leave in a benefit year to care for a covered family member with a serious health condition; and
- 26 weeks, in the aggregate, of paid family and medical leave in a single benefit year.

For purposes of PFML leave, the benefit year is the 52-week period beginning on the Sunday before an employee’s first day of PFML leave.

For purposes of PFML leave, covered family members are the employee’s:

- Spouse or domestic partner
- Children, stepchildren, foster children, minor children to whom the employee stands in *loco parentis* and adult children to whom the employee stood in *loco parentis* when the children were minors
- Parents and the parents of the employee’s spouse or domestic partner
- Grandparents
- Grandchildren
- Siblings

4.9.2.2 Applying for Leave and Benefits

Employees must provide at least 30 days’ advance notice to Human Resources of the anticipated starting date of any PFML leave. An employee who is unable to provide 30 days’ notice due to circumstances beyond the employee’s control is required to provide notice to Human Resources as soon as practicable and comply with the Company’s normal call-out procedures. In the absence of unusual circumstances, failure to comply with these notice requirements may result in the leave being delayed or denied.

To receive benefits from the Department of Family and Medical Leave, employees must file an application with the Department using forms prescribed by the Department. These forms are available on the Department’s website, at www.mass.gov/DFML.

4.9.2.3 Use of Leave

An employee does not need to use PFML leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule if a healthcare provider certifies that such intermittent or reduced leave schedule is medically necessary. In such cases, any PFML benefits approved by the Department of Family and Medical Leave will be prorated.

Intermittent leave may only be taken for the following covered reasons:

- For family leave to bond with a child during the first 12 months after the child’s birth, adoption, or foster care placement, leave may be taken on an intermittent or reduced leave schedule.
- For family leave to care for a family member’s serious health condition or to care for a family member who is a covered service member, leave may be taken on an intermittent or reduced leave schedule if the family member’s health care provider certifies that it is medically necessary.

- For family leave due to a qualifying exigency arising out of a family member's active duty or impending call to active duty in the Armed Forces, leave may be taken on an intermittent or reduced leave schedule.
- For medical leave due to a covered individual's own serious health condition, intermittent leave may be taken if the employee's health care provider certifies that it is medically necessary. Upon request, employees must advise the Company of the reasons why the intermittent or reduced leave schedule is necessary and of the schedule for treatment, if applicable. The Company and the employee shall attempt to work out a schedule for such leave that meets the individual's needs without unduly disrupting the Company's operations, subject to the approval of the health care provider. An employee who fails to adhere to such schedule is subject to discipline.

Intermittent leave may be taken in increments no smaller than 15 minutes. However, covered employees will not be permitted to apply for benefit payments from the Department of Family and Medical Leave for intermittent leave until they have used a total of eight (8) hours of PFML leave time, unless more than 30 calendar days have passed since they initially took leave.

4.9.2.4 Use of Accrued Paid Time During PFML Leave

The first seven (7) consecutive days of PFML leave are not paid by the Department of Family and Medical Leave; however, employees may choose to use any available paid leave provided by the Company to receive pay during all or part of this period. Employees may also choose to use accrued, unused paid time offered by the Company rather than receiving a paid benefit from the Department. Employees who choose to do so may not receive compensation from the Department for any period of time for which they receive compensation through the use of their accrued, paid time. The use of paid time off offered by the Company will run concurrently with any available PFML leave for which the employee is eligible had the employee applied to the Department and been approved for such leave, unless otherwise prohibited by law.

Employees who use paid time off offered by the Company for this purpose must follow our normal notification and call out procedures.

4.9.2.5 Employee Benefits

During PFML leave, the Company will maintain your health insurance coverage on the same terms as if you continued to work. The Company will continue to pay its share of your health insurance premiums during your PFML leave. If you use Company-provided paid time off during some or all of your PFML leave, the Company will deduct your portion of your premiums from your paycheck as usual. Otherwise, you must make arrangements to pay your share of the premiums by contacting the Human Resources department. Failure to pay your premiums may result in a lapse in your coverage. If you do not return to work upon the completion of your PFML leave, the Company may recover the cost of any payments made to maintain your health insurance coverage as allowed by applicable law. Use of PFML leave will not result in the loss of any employment benefit that accrued prior to the start of the leave.

4.9.2.6 Reinstatement

Employees who return to work on or before the expiration of their PFML leave will be restored to their original or an equivalent position with the same status, pay, employment benefits, length-of-service credit and seniority as of the date the leave began. Employees on PFML leave have no greater right to reinstatement or to other benefits and conditions of employment than if they had not taken the PFML leave, and may not be reinstated to their

original or an equivalent position if economic conditions or other changes in operating conditions affected their employment during the period of leave.

Employees who take a continuous block of PFML leave due to their own serious health condition must provide a certification from their health care provider stating that they are able to resume work before they will be reinstated by the Company. The health care provider must specifically address the employee's ability to perform the essential functions of their position. Employees will be reminded of this requirement in writing after they provide notice of the need to take PFML leave.

Employees who take PFML leave on an intermittent or reduced leave schedule may be required to provide a certification that they are fit to return to work up to once every 30 calendar days if reasonable safety concerns exist regarding the employee's ability to perform their duties based on the serious health condition for which they are taking the leave.

4.9.2.7 No Retaliation

The Company will not discriminate or retaliate against an employee for exercising any right to which the employee is entitled under the PFML law, and it will not tolerate such discrimination or harassment in the workplace. Employees who believe they have been harassed or discriminated against for exercising their rights under the PFML statute should use the complaint procedure set forth in the Company's policies forbidding discrimination and harassment.

4.10 Massachusetts Small Necessities Leave

An employee who is eligible to receive FMLA leave under NCYF's FMLA policy is also eligible for a total of twenty-four (24) hours unpaid leave in a 12-month period, in addition to FMLA leave, for the following reasons:

1. To participate in school activities directly related to the educational advancement of the employee's son or daughter, such as parent-teacher conferences or interviewing for a new school;
2. To accompany the employee's son or daughter to routine medical or dental appointments, such as visits for check-ups, vaccinations, etc.; or
3. To accompany an elderly relative of the employee to routine medical or dental appointments or appointments for other professional services related to the elder's care, such as interviewing at a nursing or group home. Employees are required to provide seven (7) days' advance notice, in writing, of their need for this leave or, if advance notice is not possible, as soon as practicable. For more information on Small Necessities Leave, contact Human Resources.

4.11 Parental Leave

Full-time employees who have been employed for a period of three months are entitled to eight weeks of unpaid leave to:

1. give birth
2. adopt a child under the age of 18
3. adopt a child under the age of 23 if that child is physically or mentally disabled
4. for the placement of a child with an employee pursuant to a court order

To be eligible for this leave, the employee must give NCYF at least two weeks' notice of the anticipated date of departure and the employee's intention to return to work at the end of the leave or, if delayed notice is beyond the employee's control, as much notice as is possible.



Parental Leave is unpaid, but employees may use their accrued paid sick, vacation, or personal time in order to receive pay during this leave, if they wish to do so. At the conclusion of Parental Leave, employees will be restored to their previous or a similar position unless business conditions have eliminated their position or restructured their job in their absence.

Parental Leave will run concurrently with leave under the Family and Medical Leave Act, if the employee is eligible for such leave. Employees on Parental Leave will be required to pay the full amount of any health insurance premium while on leave.

If both parents are employed by NCYF, they, together, will be eligible for a total of eight weeks. Employees who take more than eight weeks of leave will not be guaranteed reinstatement unless otherwise required by state or federal law.

Questions about Parental Leave may be addressed to the Human Resources Department.

4.12 Personal Leave

An employee who wishes to take an unpaid personal leave of absence must submit a written request to Human Resources at least four (4) weeks in advance of the requested leave start date, when possible. The written request must state the reason for the leave and the duration of the requested leave. Upon return from a personal leave of absence, the employee may be, but is not guaranteed to be, returned to the employee's previous position.

A personal leave of absence may be granted for compelling personal reasons at the discretion of the Executive Director, taking into consideration the needs of the individual employee as well as the needs of NCYF.

An employee who is granted a personal leave of absence is responsible for making arrangements for benefits continuation and payment of benefit costs, including premiums. Employees should contact the Human Resource Department to find out which benefits may be continued and to make arrangements for payment. NCYF does not guarantee that it will reinstate an employee to his or her position following the leave.

4.13 Military Leave

4.13.1 Policy

Employees who perform service in the uniformed services (as defined by USERRA) are entitled to a military leave of absence from their job, subject to the limitations and restrictions set forth in federal and state laws, when called to duty. NCYF is committed to protecting the job rights of employees absent on leave in the uniformed services. In accordance with federal and state law, it is NCYF's policy that no employee or prospective employee will be subjected to any form of discrimination on the basis of that person's membership in or obligation to

perform service for any of the uniformed services of the United States. Specifically, no person will be denied employment, reemployment, promotion, or other benefit of employment on the basis of such membership. Further, no person will be subjected to retaliation or adverse employment action because such person has exercised his or her rights under this policy. If any employee believes that he or she has been subjected to discrimination in violation of this policy or if the employee has any questions about this policy, the employee should immediately contact Human Resources.

4.13.2 Employee Procedures

1. The employee must provide his or her immediate supervisor with notice (either verbal or written), that the employee will be engaging in military service. Employees are requested to provide such notice as soon as they have knowledge of upcoming military service.
2. Employees on military leave may, *at their option*, use any or all accrued paid vacation time leave during their absence.
3. When the employee intends to return to work, he or she must make notification of reinstatement to Human Resources within the application period set forth below.

4.13.3 Benefits

If an employee is absent from work due to military service, benefits will continue as follows:

1. Employees can elect to continue their existing health plan for themselves and for their dependents for up to 24 months while in the military. The employee is responsible to pay their benefit premiums on a regular basis.
2. The group term life will be suspended the day the employee becomes active in the uniformed services.
3. Employees do not accrue paid time off (vacation, personal leave, or sick leave).
4. With respect to the retirement plan, upon reemployment, employees who have taken military leave will be credited for purposes of vesting with the time spent in military service and will be treated as not having incurred a break in service. Immediately upon reinstatement, the employee may, at the employee's election, make any or all employee contributions that the employee would have been eligible to make had the employee's employment not been interrupted by military service. Such contributions must be made within a period that begins with the employee's reinstatement and that is not greater in duration than three times the length of the employee's military service, not to exceed five years. Employees will receive all associated company match for such contributions.

4.13.4 Reinstatement Procedures

Upon an employee's prompt application for reinstatement (as defined below), an employee will be reinstated to employment; however, USERRA entitles members in the uniformed services a total of five years of cumulative service without forfeiting their right to reinstatement with full seniority and benefits.

An employee who has engaged in military service must, in order to be entitled to the reinstatement rights set forth above, submit an application for reinstatement according to the following schedule:

1. *If service is less than 30 days* - the employee must report for reinstatement at the beginning of the first full regularly scheduled working period on the first calendar day following completion of service.
2. *If service is for 31 days or more but less than 180 days* - the employee must submit an application for reinstatement no later than 14 days following the completion of service.

3. *If service is 181 days or over* - the employee must submit an application for reinstatement no later than 90 days following the completion of service.

Employees reinstated following military leave will receive seniority and other benefits determined by seniority that the employee had at the beginning of the military leave, plus any additional seniority and benefits the employee would have attained, with reasonable certainty, had the individual remained continuously employed.

Upon the employee's reinstatement, the employee must provide NCYF with military discharge documentation that establishes the length and character of the employee's military service.

4.13.5 Exceptions to Reemployment

In addition to the employee's failure to apply for reemployment in a timely manner, an employee is not entitled to reinstatement as described above if any of the following conditions exist:

1. NCYF's circumstances have changed so as to make reemployment impossible or unreasonable;
2. The employee's employment prior to the military service was for a non-recurrent period and there was no reasonable expectation that the employment would have continued indefinitely or for a significant period; or
3. The employee did not receive an honorable discharge from military service.

4.14 Domestic Violence and Abusive Behavior Leave

NCYF will provide employees up to 15 days of unpaid leave in a 12-month "rolling" period if the employee or a covered family member of the employee is a victim of abusive behavior.

An employee will be entitled to leave under this policy if the employee is a victim of domestic violence or abusive behavior or a covered family member of a victim of domestic violence or abusive behavior. For purposes of this policy, domestic violence or abusive behavior includes stalking, sexual assault, or kidnapping. Covered family members include the following relationships: spouse, fiancé/fiancée of a victim of domestic violence or individual with whom the victim of domestic violence has a substantive dating relationship; someone with whom the victim of domestic violence has a child in common; or the parent, step-parent, child, step-child, sibling grandparent, grandchild, or guardian to a victim of domestic violence.

Employee leave must be directly related to the abusive behavior, such as seeking or obtaining medical attention, counseling, victim services or legal assistance; securing housing; obtaining a protective order from a court; appearing in court or before a grand jury; meeting with a district attorney or other law enforcement official; or attending child custody proceedings or addressing other issues directly related to the abusive behavior.

Employees who take domestic violence leave must exhaust all paid leave before receiving unpaid leave, unless the employer determines otherwise.

Employees must provide their manager with advance notice of the decision to use the leave, unless there is a threat of imminent danger to the health or safety of the employee or a member of the employee's family. An employee who does not give notice must notify their manager/supervisor within three workdays that the leave was being taken under the Act's leave provisions. The notice may be provided by certain specified individuals other than the employee. Those who take leave under the new law cannot lose any employment benefit

accrued prior to the date on which the leave was taken and are entitled to the restoration of their original jobs or an equivalent position, unless changes business circumstances make restoration impossible.

NCYF will not take negative actions against employees for unauthorized absences if, within 30 days of the last day of absence, the employee provides documentation that the absence was due to domestic violence. The forms of acceptable documentation include documents such as a police report documenting the abusive behavior. See Human Resources for a complete list of acceptable documentation and the individuals who can provide this documentation. NCYF may require the employee to provide documentation evidencing they, or their family member, has been a victim of abusive behavior even if the employee provides advance notice of the leave.

With limited exceptions, information related to the employee's leave must be kept confidential by the employer. NCYF will not retaliate against or discriminate against an employee who exercises his or her rights under this policy.

4.15 Nursing Breaks

Employees who have returned to work after the birth of a child and who are nursing mothers will be allowed to take breaks during the workday in order to express milk. Employees who are taking nursing breaks in order to express milk must review with their supervisor their estimated schedule for these breaks (for example, every 4 hours beginning at 8:00 a.m.). Non-exempt employees must also notify their supervisor both when they are leaving their workstation to begin their nursing break and when they return to work at the end of their nursing break. If the non-exempt employee requires a nursing break longer than 20 minutes, the time spent on nursing break will be unpaid. Employees may choose, but are not required, to use their lunch period as a nursing break. Because of the frequency and length of this type of breaks, non-exempt employees who are taking nursing breaks will generally not be permitted other, paid breaks during the workday.

5 COMPANY POLICIES AND PRACTICES

5.1 ADA

NCYF will comply with the provisions set forth in the ADA Amendments Act prohibiting discrimination against a qualified individual on the basis of disability in regard to job application procedures, the hiring, advancement, or termination of employment, employee compensation, job training, and other terms and conditions of employment. The term "qualified individual" means an individual who, with or without reasonable accommodation, can perform the essential functions of the employment position that such individual holds or desires. Whenever possible, we will make a reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, unless the accommodation would impose an undue hardship. Examples of reasonable accommodations include but are not limited to job restructuring, part-time or modified work schedules, reassignment to a vacant position, acquisition or modification of equipment or devices and other similar accommodations for individuals with disabilities. NCYF cannot consider and/or provide you with a reasonable accommodation if you do not inform us of your disability or need for an accommodation.

In fulfilling our commitment to comply with the ADA, we may have the need to call on our employees to help provide a reasonable accommodation to a disabled co-worker. You may be asked to assume additional duties if we modify a disabled employee's work schedule or reassign a non-essential task from their job to yours. We know you will assist us in this regard with the same willing spirit you now display in the workplace, so it is probably unnecessary to state the obvious; cooperation in this regard will be a condition of continued employment for all employees.

5.2 Equal Employment Opportunity

Equality has been and will continue to be a fundamental principle at NCYF. NCYF has zero tolerance for discrimination and will not discriminate in employment opportunities or practices on the basis of race, color, religious creed, sex (including pregnancy), sexual orientation, gender identity, age, national origin, ancestry, handicap, disability, military status, veteran status, genetic information, or any other characteristic protected by law. All decisions regarding employment, including, but not limited to, recruiting, hiring, referring, reclassifying, selection for training, promotion, compensation, layoff and termination, and the terms and conditions of employment are made without regard to membership in any protected group.

If an employee believes that they have been the victim of discrimination, it is their obligation to report it to NCYF. To file a report, you must contact Karen Haberl, EEO Officer, (413) 529-7275, 203 East St., Easthampton, MA 01027, email at karen.haberl@ncyf.org; or Human Rights Officer, (413) 529-7777, 203 East St., Easthampton, MA 01027, email at HumanRights@ncyf.org. These individuals are also available to discuss any concerns you may have and to provide information to you about our EEO policy, including our complaint process.

All reports of discrimination will be investigated and dealt with in the same manner as outlined in the Sexual and Other Illegal Harassment Policy. Employees should refer to that policy for additional information.

NO EMPLOYEE WILL BE RETALIATED AGAINST FOR REPORTING DISCRIMINATION OR FOR ASSISTING IN AN INVESTIGATION INTO SUCH A REPORT. If an employee believes that they have been the victim of retaliation, it is her/his obligation to report it to one of the individuals listed above.

5.3 Harassment and Violence Policy and Procedures

POLICY ID: POL-SDA-0005 VERSION: 1.0

5.3.1 Policy Statement

Employees and consumers have the right to work and receive services in an environment free from conduct that is harassing, abusive or discriminatory. In keeping with that policy, NCYF will not tolerate sexual or other prohibited harassment by directors, supervisors, employees or non-employee third parties, such as vendors, consumers or guests.

No form of harassment based on any protected category will be tolerated. Any employee who violates this policy will be subject to disciplinary action, up to and including immediate termination.

Prohibited harassment, as here defined, is an unlawful violation of Title VII of the 1964 Civil Rights Act, and Title I of the Civil Rights Act of 1991. For purposes of this policy, prohibited harassment may include, but is not limited to the following:

1. Slurs, jokes, or other verbal, graphic or physical conduct relating to an individual's race, color, sex or sexual orientation, religion, national origin, ancestry, age or physical or mental handicap/disability;
2. Unwelcome sexual advances, requests for sexual favors, and other verbal, graphic, or physical conduct of a sexual nature when such conduct is made a term or condition of employment, is used as a basis for employment decisions, or has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment;
3. Retaliation against employees or consumers for bona-fide complaints about such behavior, furnishing information or participating in any manner of any investigation of such behavior.

Types of Sexual Harassment

- a) **Quid Pro Quo:** Demand for sexual favors by a supervisor in exchange for promotion, pay increases or other benefits.
- b) **Hostile Work or Service Environment:** Verbal, non-verbal and physical contact that creates a work or service environment pervaded by harassment or abuse, resulting in intimidation, humiliation, and stigmatization.

The legal definition of sexual or other harassment is broad and, in addition to the above examples, may include other conduct, whether it is intended or not, that is unwelcome and has the effect of creating a work place or service environment that is hostile, offensive, intimidating, or humiliating to male, female or non-binary workers or consumers.

5.3.2 Procedures

Any employee who thinks they, he or she is being harassed or discriminated against should notify their/their immediate supervisor, the Human Resources Manager or any other member of management immediately. Consumers are to be encouraged to report any incident involving harassment or violence to a member of the program staff, program manager, or director. Due to the sensitive nature of harassment and discrimination, all bona-fide reports of harassment and discrimination will be investigated with particular care and will remain, to every extent possible, confidential. In the case of an employee complaint, the Human Resources Manager conduct the investigation. In the case of an incident involving a consumer, the Quality Improvement Coordinator or designee will conduct the investigation.

1. The allegation will be investigated promptly and thoroughly to determine whether the Agency's policy has been violated and, if so, ensure that appropriate action is taken. Any employee found to have engaged in sexual or other prohibited harassment will be subject to appropriate discipline, up to and including discharge. Any manager or supervisor who is made aware of sexual or other prohibited harassment or discrimination and fails to take corrective action pursuant to this policy will be subject to discipline.
2. Incidents of sexual harassment may be initiated by a person of either sex and may involve a person of the same sex or opposite sex.
3. If it is determined that inappropriate conduct has been committed by one of our employees, action will immediately be taken as is appropriate under the circumstances. Such action may range from counseling to termination from employment and may include such other forms of disciplinary action as is deemed appropriate under the circumstances.
4. Incidents of harassment or violence involving one consumer to another will be handled consistent with written procedures and protocols developed for each specific agency program. All such incidents will be reported to the Executive Director.

5. For Complaints of Harassment or Violence Involving Employees:
 - a. When any harassment complaint is filed, all attempts will be made to meet with the individual as soon as possible. If the complaint is brought forward by a supervisor or individuals other than the complainant, the investigator will gather all facts and contact the complainant personally when deemed appropriate.
 - b. Witnesses, if any, will be contacted, and statements will be taken from all individuals involved. The alleged offender will be contacted, and a meeting will be scheduled as soon as possible. The alleged offender will be presented with the substance of the complaint and will be given the opportunity to respond to all allegations.
 - c. The investigating staff person will submit a written report with their findings to the Human Resource Manager. The Human Resource Manager will meet with the supervisor to review the findings and determine an appropriate response. The Human Resource Manager and supervisor will meet with the accused employee to present the findings and disciplinary action, if any.
 - d. The accused employee may appeal the decision per the policy.

5.3.3 Prohibition Against Retaliation

No individual shall be penalized by the Agency for filing a complaint of harassment in good faith, nor will any retaliation be permitted.

5.3.4 Confidentiality

Every effort will be made to resolve the complaint on a timely basis and with as much privacy as is practicable. Where an allegation of harassment has been made, the emphasis should be on action to provide appropriate and timely response and relief for the aggrieved party, while sensitizing the person at fault to the effects of such behavior in a constructive manner. The Human Resources Manager or, in the instance of a complaint involving a consumer the Quality Improvement Coordinator or designee, will take steps to see that all communications shall be kept as confidential as possible, and that only those who have a legitimate need to know will be involved. Proven violation of confidentiality of such private information related to the investigation of the complaint may be cause for disciplinary action up to and including termination of employment.

An aggrieved party, in addition to utilizing the procedures described in this policy, may file a formal complaint with either or both of the government agencies listed below. Using the NCYF complaint process does not prohibit an employee or consumer from filing a complaint with these agencies.

Massachusetts Commission Against Discrimination (MCAD)

MCAD Boston Office

One Ashburton Place- Room 601
Boston, MA 02108
(617) 727-3990

MCAD Springfield Office

424 Dwight St
Springfield, MA 01103
(413) 739-2145 ext. 109

Equal Employment Opportunity Commission (EEOC)

1 Congress Street
Boston, MA 02114
618-565-3200

5.3.5 Zero Tolerance of Sexual Abuse and Molestation

POLICY STATEMENT

Northeast Center for Youth & Families, Inc. does not permit or allow sexual abuse or molestation to occur in the workplace or at any activity sponsored by or related to it. In order to make this "zero tolerance" policy clear to all employees, volunteers, and staff members, we have adopted mandatory procedures that employees, volunteers, family members, board members, individuals and victims must follow when they learn of or witness sexual abuse or molestation.

PURPOSE

The primary purpose of this policy is to reiterate NCYF's stand on a Zero Tolerance approach to Sexual Abuse and Molestation.

SCOPE

This policy applies to all staff as defined below:

Employees – full-time, part-time, relief, fee-for-service, temporary, interns, contractors and contracted relief staff.

DEFINITIONS

Sexual abuse takes the form of inappropriate sexual contact or interaction for the gratification of the actor who is functioning as a caregiver and is responsible for the patient's or child's care. Sexual abuse includes sexual assault, exploitation, molestation, or injury. It does not include sexual harassment, which is another form of behavior which is prohibited by Northeast Center for Youth & Families, Inc.

PROCEDURES

Reporting Procedure

All staff members who learn of sexual abuse being committed must immediately report it to the Executive Director or Designee. If the victim is an adult, the abuse will be reported by this designee to the local or state Adult Protective Services (APS) Agency. If a child is the victim, the designee will report it to the local or state Child Abuse Agency. Appropriate family members of the victim must be notified immediately of suspected child abuse.

Investigation & Follow Up

NCYF takes allegations of sexual abuse seriously. Once the allegation is reported we will promptly, thoroughly and impartially initiate an investigation to determine whether there is a reasonable basis to believe that sexual abuse has been committed. Our investigation may be undertaken by either an internal team or we may hire an independent third party. We will cooperate fully with any investigation conducted law enforcement or regulatory agencies and we may refer the complaint and the result of our investigation to those agencies. We reserve the right to place the subject of the investigation on an involuntary leave of absence or reassigning that person to responsibilities that do not involve personal contact with individuals or students. To the fullest extent possible, but consistent with our legal obligation to report suspected abuse to appropriate authorities, we will endeavor to keep the identities of the alleged victims and investigation subject confidential.

If the investigation substantiates the allegation, our policy provides for disciplinary penalties, including but not limited to termination of the actor's relationship with our organization.

There are a number of "red flags" that suggest someone is being sexually abused. They take the form of physical or behavioral evidence.

Physical evidence of sexual abuse includes, but is not limited to:

- Sexually transmitted diseases;
- Difficulty walking or ambulating normally;
- Stained, bloody or torn undergarments;
- Genital pain or itching; and
- Physical injuries involving the external genitalia.

Behavioral signals suggestive of sexual abuse include, but are not limited to:

- Fear or reluctance about being left in the care of a particular person;
- Recoiling from being touched;
- Bundling oneself in excessive clothing, especially night clothes;
- Discomfort or apprehension when sex is referred to or discussed; and
- Nightmares or fear of night and/or darkness.

Retaliation Prohibited

We prohibit any retaliation against anyone, including an employee, volunteer, board member, student or individual, who in good faith reports sexual abuse, alleges that it is being committed or participates in the investigation. Intentionally false or malicious accusations of sexual abuse are prohibited.

Anyone who improperly retaliates against someone who has made a good faith allegation of sexual abuse, or intentionally provides false information to that effect, will be subject to discipline, up to and including termination.

5.4 Massachusetts Pregnant Workers Fairness Act

In accordance with Massachusetts state law, NCYF does not discriminate against an employee due to pregnancy or a condition related to pregnancy including, but not limited to, lactation or the need to express breast milk for a nursing child.

NCYF will not:

1. Take adverse action or retaliate against an employee who requests or uses a reasonable accommodation. This includes failing to reinstate the employee to the original employment status or to an equivalent position with equivalent pay and accumulated seniority, retirement, fringe benefits and other applicable service credits when the need for reasonable accommodation ceases.
2. Deny an employment opportunity to an employee if the denial is based on the need of the employer to make a reasonable accommodation to the known conditions related to the employee's pregnancy.

3. Require a pregnant employee or employee with a pregnancy related condition to accept an accommodation that the employee chooses not to accept, if that accommodation is unnecessary to enable the employee to perform the essential functions of the job.
4. Require an employee to take leave if another reasonable accommodation may be provided to the known conditions related to the employee's pregnancy or need to pump without undue hardship on the employer.
5. Refuse to hire a person who is pregnant because of the pregnancy or because of a condition related to the person's pregnancy such as breast milk expression; provided that the person is capable of performing the essential functions of the position with reasonable accommodations and that the reasonable accommodation would not impose an undue hardship on the employer.

Any pregnant employee or pregnant prospective employee, or an employee or prospective employee with a pregnancy related condition, may request accommodations in order to accomplish the essential functions of their job.

Upon the request of an accommodation from the employee or prospective employee, NCYF will engage in a timely, good faith and interactive process to determine an effective, reasonable accommodation to enable the employee to perform the essential functions of the position.

What is a reasonable accommodation? Under the law, reasonable accommodations include, but are not limited to:

- More frequent or longer paid or unpaid breaks
- Time off to attend to a pregnancy complication or recover from childbirth with or without pay
- Acquisition or modification of equipment or seating
- Temporary transfer to a less strenuous or hazardous position
- Job restructuring
- Light duty
- Private non-bathroom space for expressing breast milk
- Assistance with manual labor
- Modified work schedule

In order to determine the reasonableness of a request for an accommodation, NCYF may require documentation about the need for the accommodation from an appropriate health care professional, unless it is for:

- More frequent restroom, food or water breaks during pregnancy
- Seating
- Limits on lifting over 20 pounds
- Private non-bathroom space for expressing breast milk

A request may be denied if NCYF determines that granting the accommodation would impose an undue hardship either in terms of cost or inability to perform the essential functions of the job.

Please note that if an employee requests an extension of the originally agreed upon accommodation, we may require additional documentation.

5.5 Code of Conduct

5.5.1 Purpose

The purpose of this policy is to set forth basic principles and guidelines to direct employees in the proper conduct of their business and personal affairs as representatives of NCYF to reflect the highest standards of ethics and integrity in their conduct. The following guidelines represent standards of conduct that every employee is expected to follow. The basic code of ethical behavior expected for all Agency employees includes, but is not limited to, the following:

1. Assure that all actions and behaviors promote the favorable image of the Agency, its management, officers, and Board members.
2. Avoid potential conflict of interest and personal gain or any appearance of a conflict or impropriety.
3. Promote the integrity, reputation, administration, and operations of the Agency's affairs and avoid any conduct, whether on or off duty, that could cause embarrassment or disrepute to the Agency.

5.5.2 Confidentiality

NCYF and its employees are bound by a number of state and federal regulations related to confidentiality and security of private information, including but not limited to: Health Insurance Portability and Accountability Act (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH), Standards for the Protection of Personal Information of Residents of the Commonwealth (201 CMR 17.00), and Fair Information Practices Act.

Employees of NCYF may, in the course of their employment, view documents and/or have access to information relative to clients, employees and other proprietary information that are confidential in nature. Employees shall make every effort to understand, acknowledge, and fulfill their responsibilities for safeguarding confidential information and adhere to all relevant policies, procedures and regulations.

Employees must maintain the confidentiality and security of such information and may not disclose or reveal such confidential information to anyone, in any form whatsoever, including by electronic communication, except as required by applicable law. Maintaining confidentiality extends indefinitely, beyond the end of the employment relationship. *Confidential information does not include an employee's own wage information or information about other terms and conditions of their employment protected by the National Labor Relations Act (NLRA).* Following their departure from NCYF, employees are prohibited from using or retaining copies of any confidential information or any other documents, templates, samples or other proprietary information, whether in paper or electronic form.



Confidential and proprietary information includes, but is not limited to, the following types of information and other information of a similar nature:

- **Protected Health Information (PHI):** also known as HIPAA data, is any piece of information in an individual's medical record that was created, used, or disclosed during the course of diagnosis or treatment that can be used to personally identify them.

- This includes information such as a client’s name, address, date of birth or other dates, medical record number, medical and/or academic information, criminal record, participation in any Agency programs, any information about a client involving their family and or background.
- **Personal Information (PI):** A person’s first name and last name or first initial and last name in combination with any one or more of the following data elements that relate to such resident:
 - Social Security number
 - Driver’s license number or state-issued identification number
 - Financial account number
- Credit or debit card number with or without any required security code, access code, PIN, or password that would permit access to a resident’s financial account, Agency financial information, bids, contracts, or other procedures, techniques or processes of NCYF learned or acquired by the individual while an employee of NCYF is confidential and proprietary.

Should an employee release any confidential and/or proprietary information as defined above, they may be subject to disciplinary action up to and including immediate termination.

5.5.3 Client Information

In all Agency programs there are confidential materials or information of various kinds. NCYF is required under federal law to keep all client records confidential and to release no client information without signed consent from the client or their legal guardian. All employees are expected to comply with the following policies regarding confidentiality: HIPAA, HITECH, Massachusetts 201 CMR 17.00, DCF, DYS, DMH, EEC, DPH, and the Fair Information Practices Act.

Notice: Client, employee, program, or Agency information is the property of NCYF and may not be disclosed, used, or reproduced at any time outside the Agency without the written permission of the Executive Director or their designee(s).

5.5.4 Respect for Others and the Agency

NCYF is committed to an environment built upon respect. Creating such an environment brings out the full potential in employees, which, in turn, contributes directly to our Agency’s success. Therefore, employees cannot be rude or unprofessional toward a person served or any member of the public while at work for the Agency.

5.6 Conflict of Interest

POLICY ID: POL-AMS-0006 VERSION: 1.0

5.6.1 Purpose

The purpose of this policy is to provide a set of standards that board members and employees of NCYF can follow to eliminate conflicts of interest when dealing with other employees and assisting clients of the agency.

In addition, this policy is meant to protect NCYF’s interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Agency or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

Executive leadership is responsible for development and monitoring of procedures that appropriately require the disclosure of any potential or apparent conflict of interest.

5.6.2 Policy Statement

It is the policy of NCYF that staff act with integrity and follow agency guidelines in order to eliminate conflicts of interest when dealing with employees and providing assistance to clients of the agency. All employees should avoid transactions, commitments and other activities that are not in Agency's best interest or that could involve or create a perceived conflict of interest.

No employee, contractor, agent, officer or member of the Board of Directors of NCYF will participate in the selection, award, or administration of a contract or grant if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, contractor, agent, officer, or Board member, or any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for the contract or award.

5.6.3 Definitions

Conflict of Interest: A conflict of interest can occur when the organization or individual from that organization has an interest that might compromise their reliability. A conflict of interest can create an appearance of impropriety that can undermine confidence in that individual or organization. A conflict of interest exists when a person's private interest interferes in any way with Agency interests. A conflict can arise when a person takes actions or has interests that may make it difficult to perform his or her duties objectively. Conflicts of interest may also arise when an employee, or a member of his or her family, receives improper personal benefits as a result of his or her position at Agency.

Interested Person: Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person. If a person is an interested person with respect to any entity in the health care system of which the organization is a part, he or she is an interested person with respect to all entities in the health care system.

Financial Interest: A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

- a. An ownership or investment interest in any entity with which the Agency has a transaction or arrangement
- b. A compensation arrangement with the Agency or with any entity or individual with which the Agency has a transaction or arrangement
- c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Agency is negotiating a transaction or arrangement. Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

A financial interest is not necessarily a conflict of interest. A person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

A financial or other interest includes not only personal and pecuniary (monetary) advantage, but also situations in which there is a duality or diversity of interests between NCYF and another organization with which the employee, contractor, agent, officer or board member, or relative of any of these individuals, also is associated. In these situations, it is typically not enough for an individual to be aware of the conflict and to attempt to act in

NCYF's best interest despite the conflict. NCYF requires full disclosure of conflicts of interest consistent with this policy, as further explained below.

5.6.4 Policy Details

5.6.4.1 *Disclosure of Conflicts With Respect to Client Assistance*

No person who is an employee, officer, or board member of NCYF shall provide direct services to a client if a real or apparent conflict of interest is involved. Such a conflict would arise when an employee, officer, or agent, any member of his or her immediate family, or his or her partner has (1) financial or other interest in that client; or (2) is in a position to participate in a decision-making process or gain inside information with regard to the services provided to that client. At the first knowledge of the conflict of interest, the employee, officer, or board member shall disclose fully the precise nature of the interest or involvement and not participate in any discussion related to that interest.

5.6.4.2 *Disclosure of Conflicts With Respect to Potential Financial Transactions*

In the event any financial transaction involving NCYF also involves (1) a board member, officer, employee, or a member of their extended family, or (2) an organization with which any board member, officer, or employee or extended family of NCYF has any material financial interest, the board member, officer, or employee having the affiliation or interest, at the first knowledge of the transaction shall disclose fully the precise nature of the interest or involvement and not participate in any discussion or vote related to that transaction.

No employee, contractor, agent, officer or Board Member will have a direct or indirect financial interest in, or receive any compensation or other benefits as a result of, transactions between NCYF and any individual or business firm:

1. From which NCYF purchases supplies, services, materials or property
2. Which renders any service to NCYF, including the leasing of office space
3. To which NCYF provides any services or materials
4. Which has any other contractual relations or business dealings with NCYF; except with the prior written approval of the Executive Director (or, if such person is a Board member or officer, of the Board of Directors), upon complete disclosure of the facts and after completion of an arms-length procurement that is consistent with NCYF's Procurement Policy and in the best interests of NCYF. In the event the Executive Director has a conflict, the Executive Director will disclose such conflict to the Chair of the Board who will, in turn, be responsible for advising the Board. (The financial interests mentioned above do not include interests in corporations listed on a national stock exchange or traded over the counter, providing the financial interest is less than one percent of the corporation's outstanding shares.)

As stated in above, no employee, contractor, agent, officer, or member of the Board of Directors may participate in the selection, award, or administration of a contract or grant in which Federal funds are used, if he or she, or his or her immediate family, or his or her partner, or an organization with whom he or she is negotiating or has any arrangement concerning prospective employment, has a financial or other interest in the firm selected for the contract or award.

If an employee, contractor, agent, officer, or member of the Board of Directors believes that one of the aforementioned conflicts actually or potentially exists, he or she must immediately disclose this information in writing to the Executive Director. Disclosures by members of the Board of Directors must also be made to the Chair of the

Board of Directors (and if it is the Executive Director or the Chair who has such a financial interest, he or she must make disclosure to the Chair or Vice Chair, respectively).

5.6.4.3 Disclosure Statements

Each board member, officer, and employee of NCYF shall be required to submit a disclosure statement listing all organizations with which he or she is affiliated, that may be potentially related to the financial operations of NCYF and describing the nature of the affiliation as defined below. In the event there is any material change in the information contained in any disclosure statement, the person who submitted it shall promptly submit written notification of the change. Board member disclosure statements shall be updated annually.

A board member, officer, or employee is deemed to be affiliated with any organization that may be potentially related to the financial operation of NCYF if he or she, or a member of his or her family (1) is a director, board member, officer, partner, employee, or agent; and/or (2) receives direct financial benefit from sales or services. The term family shall be deemed to include an individual's spouse, children, parents, grandparents, great grandparents, siblings, spouse of that individual's siblings, children, grandchildren and great grandchildren and members of that individual's household. In no way should this policy imply that board members, officers, or employees should reveal any religious, ethnic, political, fraternal or civic affiliations.

5.6.4.4 Disclosure of Conflict of Interest with Regards to Dual Relationships

No NCYF employee can engage in dual or multiple relationships with current clients. Some programs may prohibit contact with former clients. In instances when dual or multiple relationships are unavoidable, employees should immediately notify their supervisor and take steps to protect clients (current and former). NCYF employees are responsible for setting clear, appropriate, and culturally sensitive boundaries. Dual or multiple relationships occur when NCYF employee relates to clients in more than one relationship, whether professional, social, personal (including electronic media) or business.

5.6.4.5 Referrals

No NCYF employee can accept payment or any other consideration in exchange for referrals into any agency program. Preferential treatment should never be considered for any referral, despite who the source of the referral is coming from. Employees are prohibited from referring to private practice businesses where a conflict of interest may exist with the employee and the referred business.

5.6.4.6 Employment of Relatives and Significant Others

NCYF may decide to not employ relatives or significant others of current employees when a conflict of interest exists, as determined by management. Similarly, NCYF may transfer or terminate an employee when a conflict of interest exists that has an impact on operational needs, as determined by management.

Employees may not supervise, authorize payroll actions for, participate in, or influence in any way, Agency decisions which directly benefit or affect anyone with whom they have a conflicting employment relationship. Such decisions include, but are not limited to, hiring, retention, promotion, salary, benefits, and leave of absence. If there is a question of a conflicting relationship, the responsibility for such decisions passes to the next supervisory level. However, relatives and significant others are generally not eligible for employment in any position or assignment where the workplace relationship could result in one relative or significant other supervising another or where the employment could pose employee morale problems, as determined by management and in accordance with applicable law.

5.6.4.7 Gifts

Employees are not to solicit or accept any material gifts, tips, free trips, personal property, or gratuities from any outside person or organization in connection with their Agency employment, if such gift explicitly or implicitly creates, or reasonably creates a perception of personal or business benefit from the conveyance of such gifts.

Employees may retain gifts valued below \$25, but must report such gifts to their supervisor, including meals provided by others. It is common practice to share edible gifts with officemates and co-workers. Any items in value over \$25 must be given to the VP of Finance who will work in collaboration with Executive Leadership on distribution of these items.

The employees, contractors, agents, officers and members of the Board of Directors of NCYF may not solicit or accept gifts, gratuities, favors or anything of value from contractors or potential contractors of NCYF, or from parties or potential parties to sub-agreements (e.g., subcontracts and sub-grants).

A “gift” means anything offered directly by or on behalf of a contractor or potential contractor, other than promotional materials of little or nominal value, such as pens, calendars, mugs, and other items intended for wide distribution and not easily resold. Gifts include (but are not limited to): personal gifts, such as sporting goods, household furnishings and liquor; social entertainment or tickets to sporting events; personal loans or privileges to obtain discounted merchandise, and the like.

Any employee, contractor, agent, officer or member of the Board of Directors will decline or return any gift and notify the Executive Director of such gift.

5.6.4.8 Prohibition Against Bribery

NCYF will immediately dismiss any employee, remove any officer or member of the Board of Directors, and terminate the contract of any contractor/agent found to have offered or accepted a bribe to secure funding from NCYF.

5.6.4.9 Compensation

Within the limits of available funds, NCYF may reimburse members of the Board of Directors for reasonable expenses actually incurred by reason of their participation in Board activities, e.g. travel expenses, meals and incidentals.

NCYF will not compensate members of the Board of Directors for services rendered in the ordinary course of service as members of the Board of Directors. However, if a member of the Board of Directors who is not an officer is qualified to perform professional services for NCYF, NCYF may consider contracting with that member of the Board of Directors for such professional services, provided that the affected member of the Board of Directors does not participate in discussions (except to the extent other bidders are invited to do so) or vote on his or her selection and the procurement is in all respects an “arms-length” transaction (and, preferably, the result of a competitive bid process), consistent with NCYF’s Procurement Policy, and in the best interests of NCYF.

5.6.4.10 Reporting Conflict of Interest

Employees must report any potential conflict of interest to Human Resources. Any perceived or actual conflict will be resolved to the benefit of Agency. Failure to comply with the policy and procedure identified above will result in disciplinary action, up to and including termination.

5.6.5 Procedures

5.6.5.1 *Duty to Disclose*

In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committee with governing board delegated powers considering the proposed transaction or arrangement.

5.6.5.2 *Determining Whether a Conflict of Interest Exists*

After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

5.6.5.3 *Procedures for Addressing the Conflict of Interest*

1. An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
2. The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
3. After exercising due diligence, the governing board or committee shall determine whether the Agency can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
4. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Agency's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

5.6.5.4 *Violations of the Conflicts of Interest Policy*

- a. If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
- b. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

5.6.5.5 *Records of Proceedings*

The minutes of the governing board and all committees with board delegated powers shall contain:

- a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
- b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

5.6.5.6 Annual and Periodic Review

Each director, principal officer and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person: has received a copy of the conflicts of interest policy; has read and understands the policy; has agreed to comply with the policy; and understands the Agency is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax exempt purposes.

To ensure the Agency operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- a. Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.
- b. Whether partnerships, joint ventures, and arrangements with management organizations conform to the Agency's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

When conducting the periodic reviews as provided for above, the Agency may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

5.7 Personnel Grievance (Complaint) Procedure

It is NCYF'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. We recognize that situations may arise involving misunderstandings, questions, or differences in the interpretation or application of policies or management practices. In most cases your supervisor is the in the best position to help you. They can personally handle the majority of problems that arise. However, if the issue cannot be resolved informally at that level, the Agency has established the following formal complaint process.

5.7.1 Complaint Process

Step One:

1. An employee must submit a written complaint to his or her immediate supervisor or, if the issue involves the employee's immediate supervisor, the VP of Human Resources as soon as possible after the unresolved occurrence that forms the basis of the complaint but no later than ten (10) calendar days.
2. The immediate supervisor or the VP of Human Resources will investigate and respond to the employee within ten (10) working days of the receipt of the written complaint.

Step Two:

1. If the employee is not satisfied with the decision of the immediate supervisor (where complaint involves an issue with another co-worker), the employee may submit a written complaint to the VP of Human Resources no later than five (5) working days of the receipt of the immediate supervisor's written response.

2. The VP of Human Resources will respond within five (5) working days of the receipt of the written complaint.

Step Three:

1. If the employee is not satisfied with the decision of the VP of Human Resources, the employee may request, in writing within five (5) working days of VP of Human Resources' response, a meeting with the Executive Director or their designee.
2. The Executive Director or their designee will render a written decision to the employee within five (5) working days after the meeting date. The Executive Director's decision is final and binding.

5.8 Whistleblower Policy

POLICY ID: POL-AMS-0007 VERSION: 1.0

5.8.1 Definition

A whistleblower is defined by this policy as an employee of Northeast Center for Youth and Families, Inc. who reports an activity that he/she considers to be illegal or dishonest to one or more of the parties specified in this policy. The whistleblower is not responsible for investigating the activity or for determining fault or corrective measures; appropriate management officials are charged with these responsibilities.

Examples of illegal or dishonest activities: violations of federal, state or local laws, including the Sarbanes-Oxley Act; billing for services not performed or for goods not delivered; other fraudulent financial reporting.

5.8.2 Reporting Procedure

- A. If an employee has knowledge of or a concern about illegal or dishonest fraudulent activity, the employee is to contact the Executive Director.
- B. If any employee has knowledge of or a concern about illegal or dishonest fraudulent activity on the part of the Executive Director, the employee is to contact the President of the NCYF Board of Directors.
- C. The employee must exercise sound judgment to avoid baseless allegations

5.8.3 Protections

- A. **Confidentiality:** Insofar as possible, the confidentiality of the whistleblower will be maintained. However, identity may have to be disclosed to conduct a thorough investigation, to comply with the law and to provide accused individuals their legal rights of defense.
- B. **Retaliation:** No adverse action will be taken against any employee or other individual for making a complaint or disclosing information in good faith under the provisions of this policy. No punishments for reporting problems, including firing, demotion, suspension, harassment, failure to consider the employee for promotion, or any kind of discrimination, will be tolerated. Any whistleblower who believes he/she is being retaliated against must contact the Executive Director, or the President of the NCYF Board of Directors, immediately. The right of a whistleblower of protection against retaliation does not include immunity for any personal wrongdoing that is alleged and validated through investigation.

5.9 Workplace Violence/Anti-Bullying Policy

The safety and security of our employees, clients, interns, volunteers, and visitors is important to NCYF. NCYF has zero tolerance to threats, threatening or intimidating behavior, bullying, or acts of violence against employees, clients, interns, volunteers, and visitors. Examples of violations of this policy include, but are not limited to:

- participation in, provoking or otherwise contributing to any threat or violent act at the workplace or on NCYF property;
- abuse, assault, battery, oral or written threats, intimidation and harassment; or
- possession and/or use of any firearm(s) or any other type of weapon on NCYF’s property.

Any employee who becomes aware of acts or threats of violence or intimidating behavior or bullying must immediately report it to Human Resources. Reports of such acts or threats of violence will be handled with the greatest degree of confidentiality possible and should be made without fear of reprisal. NCYF will thoroughly investigate all reported acts of violence, threats of violence, intimidating behavior or bullying and take appropriate action.

5.10 Dress and Personal Appearance: Attire and Hygiene/Grooming Policy

5.10.1 General Expectations

NCYF employees are expected to maintain the highest standards of personal cleanliness and grooming, and present a neat, clean and professional appearance at all times. Whether or not the employee’s job responsibilities place him/her in direct client contact, employees represent the organization with their appearance and through their actions. At a minimum, while “business casual” dress is acceptable, a professional appearance is always required. Attire must be clean, non-faded or distressed, not frayed/ripped/torn, not excessively tight, revealing or displaying undergarments. Below are a few guidelines to keep in mind.

5.10.2 Guidelines

Employees must present a professional appearance when at work. Supervisors will communicate their department’s workplace attire and grooming guidelines to staff during the hiring process and when an offer of employment is accepted. Any questions about the department’s guidelines for attire should be discussed with the immediate supervisor.

In accordance with the Employee Identification Badge Policy (see Section 5.10 below), all employees must wear their Agency ID badge at all times while at work and must remove their badge at completion of the shift.



Certain employees may be required to meet special dress, safety, grooming, and hygiene standards, such as wearing uniforms or protective clothing, depending on the nature of their job. Uniforms and protective clothing may be required for certain positions and will be provided to employees by NCYF.

Solely at its discretion, a certain department may allow staff to dress in a more casual fashion than is normally required. On these occasions, employees are still expected to present a neat and professional appearance and are not permitted to wear ripped, frayed or disheveled clothing, athletic wear, tight, revealing or otherwise inappropriate clothing.

5.10.3 Appropriate/Inappropriate Attire

APPROPRIATE	INAPPROPRIATE
Slacks <ul style="list-style-type: none"> - Khakis or corduroys - Jeans - Capris, skorts, shorts, or skirts (no more than 3" above knee) 	<ul style="list-style-type: none"> - Sweatpants, leggings, tights, exercise wear (spandex or other form-fitting pants) - Low rise or hip hugger pants or jeans
Shirts <ul style="list-style-type: none"> - Polo collar knit or golf shirts - Oxford shirts, turtlenecks - Agency logo wear - Short-sleeved blouses or shirts - Sleeveless blouses or shirts - Blazers or sport coats - Jackets or sweaters (business style) 	<ul style="list-style-type: none"> - Shirts with pictures (other than Agency logo) or offensive text - T-shirts or sweatshirts - Beachwear - Exercise wear - Crop tops, midriiffs, spaghetti straps, casual tank tops, or low-cut shirts
Shoes <ul style="list-style-type: none"> - Dress shoes, leather/-like loafers - Boating or deck shoes - Dress sandals, open-toed shoes - Casual, low heel, open-back shoes - Athletic shoes (in residential and property management or on casual Fridays) 	<ul style="list-style-type: none"> - Flip flops (with thong and no back to sandal) - Tennis shoes, Crocs, moccasins - Open-toed or open-back shoes (in residential or school environment) - Soiled or extensively worn shoes or sneakers - Any shoe determined to be unsafe

5.10.4 Addressing Workplace Attire and Hygiene Problems

Any employee who does not meet the attire or grooming standards (violations can range from inappropriate clothing items to offensive perfumes and body odor) will be required to take corrective action, for example leaving the premises to change clothing. Hourly-paid staff will not be compensated for any work time missed because of failure to comply with designated workplace standards.

If an employee's poor hygiene or use of too much perfume/cologne is an issue, the supervisor will discuss the problem with the employee in private and will point out the specific areas to be corrected. If the problem persists, supervisor will follow the normal corrective action process.

Ongoing violations of the dress code policy will result in disciplinary action, up to and including termination.

5.10.5 Jewelry

Jewelry should be worn in good taste, with limited visible body piercing. For personal safety, any dangling jewelry is prohibited for all positions which require the employee to restrain clients in the scope of employment.

5.10.6 Reasonable Accommodation of Religious Beliefs

NCYF recognizes the importance of individually-held religious beliefs to persons within its workforce. NCYF will reasonably accommodate an employee's religious beliefs in terms of workplace attire unless the accommodation creates an undue hardship. Accommodation of religious beliefs in terms of attire may be difficult in light of

issues of safety for the particular employee as well as co-workers. Employees requesting a workplace attire accommodation based on religious beliefs should be referred to the Human Resources Department.

5.10.7 Identification Badge Policy

To assist in the recognition and promote the safety of employees and clients, all NCYF employees, including relief employees, must wear identification badges.

- a) Identification badges will be issued by Human Resources at the time new hire paperwork is completed.
- b) Employees must wear their ID badge at all times during work hours or while on Agency property. The ID badge must be clearly displayed on the person, on the front of the body between the neck and waist.
- c) All visitors to staff work areas in an Agency building must sign-in at the front desk and receive a “Visitor” ID badge.
- d) An employee who arrives at work without their ID badge must contact their immediate supervisor to receive a temporary replacement; temporary badges will be issued for 15 days, lost badges must be replaced within 15 days.
- e) All employees have the responsibility to either question or report persons who do not have visible identification badges.
- f) Failure to visibly wear/present your ID badge during work hours may result in disciplinary action, as appropriate.
- g) ID badges must be returned to the Agency upon termination of employment.



5.11 IT Acceptable Use Policy

POLICY ID: POL-AMS-0017 VERSION: 1.0

5.11.1 Policy Statement

Information technology (IT) systems, applications, and communications networks (collectively “systems”) are the property of NCYF. Therefore, NCYF management reserves the right to censor, restrict, and remove any data residing on these systems as deemed necessary and appropriate.

All Agency systems shall be used to serve the interests of NCYF and its clients in the course of business operations. The Agency provides systems strictly for the use of its employees in the completion of their duties related to the operation of the institution. Inappropriate use of these systems exposes NCYF to risks including virus attacks, compromise of network systems and services, and legal and regulatory issues. Therefore, authorized individuals delegated by the Technology Officer may monitor IT equipment, systems, applications, and networks at any time.

NCYF reserves the right to audit these systems at any time in order to ensure compliance with this document and other related policies. NCYF also reserves the right to change, edit, and/or amend these policies and guidelines at any time without prior notice.



All NCYF employees and other authorized end-users shall sign off in acknowledgement that they have read this Acceptable Use Policy and its related procedures (e.g. End-User Guidelines.) Any violation of this policy and related procedures is subject to disciplinary action up to and including termination. Therefore, it is the responsibility of the employee or other end-user to know the following guidelines and conduct their activities accordingly.

5.11.2 Purpose and Scope

The purpose of this policy is to protect the integrity, security and confidentiality of the Agency’s technology and information systems and the information contained therein. It applies to all employees and other authorized end-users of NCYF’s systems.

5.11.3 Definitions

End-Users: all regular and occasional/incidental users of NCYF’s IT infrastructure, including employees (full-time, part-time, relief, fee-for-service, and temporary,) interns, contractors and contracted relief staff, consultants, business partners, external providers and other guest users.

Technology Officer (TO): an individual designated by the Executive Director to oversee the proper and secure use of information resources and all items pertaining to information technology.

5.11.4 Procedures

NCYF has established comprehensive end-user guidelines for compliance with this policy – see Section 5.12.

5.12 IT End-User Guidelines

5.12.1 General User Standards

Users are responsible for exercising good judgment over the reasonableness of both their business-related and personal usage of the Agency's IT infrastructure. All users shall adhere to a minimum set of standards, listed below.

1. Users shall take measures to prevent physical damage (from food/drink, intentional misuse, etc.) and preserve the integrity of the Agency's IT equipment at all times.
2. Anyone performing work for NCYF shall not disclose information regarding system controls, configurations, passwords, or other login credentials to any persons external to NCYF.
3. Users shall not publicly disclose information about the individuals, organizations, or specific systems that have been damaged by computer crimes and computer abuses. Likewise, the specific methods used to exploit certain system vulnerabilities shall not be publicly disclosed.
4. Users shall not, under any circumstance, engage in any activity that is illegal under local, state, federal, or international law while utilizing company-owned information resources.
5. Users are prohibited from installing any non-business software on Agency machines. Examples include music file sharing programs, web shots, or computer games.
6. Users are prohibited from using the Agency's IT assets to actively engage in procuring or transmitting material that is in violation of sexual harassment or hostile workplace laws.
7. Users shall not intentionally or consciously effect security breaches or disruptions of network communications.
8. Users shall keep their passwords, accounts, and credentials secure from all other persons.
9. Users shall not provide any information about NCYF clients or employees to parties external to NCYF.
10. Users shall not break IT security protocol in order to satisfy client or vendor requests unless the Agency is compelled to comply by law.
11. Users shall immediately report the loss or compromise of confidential data to the TO and/or the Information Security Officer.
12. Users shall not discard Agency systems. Instead, users shall report and/or return malfunctioning or defective systems to the TO or designee.
13. Upon demand or upon departure from employment with NCYF, users shall return all Agency systems and data.

5.12.2 Clear Screen

All workstations and laptops shall be secured with a password-protected screensaver set to activate after ten (10) minutes of inactivity. Mobile devices shall be set to timeout after five (5) minutes of inactivity. Nevertheless, all users are expected to manually deploy screensavers/screen locks when away from their desks and devices.

5.12.3 Password Management

Password changes for the local area network are required every ninety (90) days. Passwords shall consist of at least eight (8) characters and include at least three of four of the following: uppercase letters, lower case letters, numbers, and symbols. The user's last ten (10) passwords are remembered and may not be reused. Passwords shall be kept confidential, and those that are (or are suspected to have been) compromised shall be immediately changed. Users are responsible for the proper management of all their passwords according to these guidelines.

5.12.4 E-mail



Email is a business communication tool that is subject to the same laws as any other form of written communication. All controls and regulatory requirements of written and oral communication also apply to email messages. Email is provided to employees in order to assist the conduct of business. Therefore, employees of NCYF are expected to use email in a responsible, effective, and lawful manner. NCYF reserves the right to monitor, at any time, all transmissions, stored messages, and backup copies created on its email systems.

Users of the Agency's email systems are responsible for exercising good judgment over the reasonableness of both their business-related and personal usage. In this regard, all users shall adhere to a minimum set of standards, listed below.

1. Users shall, at all times, exercise caution over the email they produce for both internal and external distribution. Abusive or objectionable language and/or content promoting hate violence, discrimination, or pornography is strictly prohibited.
2. Users shall not use NCYF's email systems for misrepresentation or personal-gain.
3. Users shall use the Agency-provided email encryption solution to transmit any private, proprietary, and/or confidential information in email messages, particularly those containing protected health information (PHI) as defined by HIPAA.
4. Users shall not disclose their password to other users, nor shall they use the password of another user at any time.
5. Users shall not forward messages from their Agency email account to their personal email accounts.
6. Users shall not enter another user's mailbox or read another person's email without authorization.
7. Users shall not respond to or open attachments to emails from unknown senders.
8. Users shall not use personal email accounts when conducting business on behalf of the Agency.
9. Users shall include an Agency-approved confidentiality statement in their email messages.

Administrators of the Agency's email systems shall ensure that electronic and paper documents produced through these systems are managed in accordance with the Agency's records retention schedule and records management procedures. Email records pertaining to terminated employees shall be retained for a period of at least thirty (30) days, unless otherwise indicated by the individual's supervisor or manager. Clients, vendors, and other business partners are prohibited from using the Agency's email systems at any time. Specific exceptions may be made for consultants and other business partners if they are identified as needing a network account and/or email for a business purpose; such exceptions must be approved by the Information Security Officer and a Network Authorization Form completed.

5.12.5 Internet

Internet usage has become a necessity in the daily operation of NCYF. Thus, all NCYF employees are granted some form of internet access. However, NCYF management reserves the right to block access to certain websites that are not related to the business of the institution. Management also reserves the right to monitor employee internet usage at any time. Furthermore, to ensure that the internet is implemented and used properly, all internet users at the Agency shall adhere to a minimum set of standards, listed below.

1. Users shall use the internet primarily for business purposes. Employees shall limit their personal Internet usage and abide by the restrictions set by the Agency. Websites containing abusive or objectionable language and/or content promoting hate violence, discrimination, gambling, or pornography is strictly prohibited.
2. Users shall use Internet access in a professional manner and have a working knowledge of standard Internet operating protocols.
3. Users shall report to their immediate supervisor regarding questions and concerns pertaining to internet access and/or any suspicious activity resulting from internet usage.
4. Users shall not permit any unauthorized individual to obtain access to internet through the Agency's internet connection.
5. Users shall not attempt to download any programs, files, and/or application without the prior authorization and consent of NCYF management.
6. Users shall not exchange confidential information over the internet unless it has first been encrypted and/or safeguarded by approved methods.

Administrators, managers, and users are equally responsible for reporting misuse or abuse of privileges to internet access to the appropriate authorities, including the Information Security Officer and/or the TO and their designees.

5.12.6 Social Media

POLICY ID: POL-AMS-13

VERSION: 1.0

5.12.6.1 Policy Statement

NCYF may utilize social media as a means of business communication or marketing. NCYF employees shall not create social media sites on behalf of the Agency, nor utilize NCYF logos and/or trademarks, without the express written approval of NCYF management. Furthermore, NCYF disclaims any responsibility for personal employee profiles, regardless of whether those profiles are public or private. Management also reserves the right to monitor the use of social media and social networking channels at any time.

All users are equally responsible for reporting misuse or abuse of social media and social networking channels to the appropriate authorities, including the Information Security Officer and/or Technology Officer and their designees.

All employees will adhere to the personal use policy details in **Section 5.12.6.4** below.

5.12.6.2 Purpose and Scope

The purpose of this policy is to address the use and monitoring of social media by NCYF and its employees and other end-users.

5.12.6.3 Definitions

End-Users: all regular and occasional/incidental users of NCYF's IT infrastructure, including employees (full-time, part-time, relief, fee-for-service, and temporary,) interns, contractors and contracted relief staff, consultants, business partners, external providers and other guest users.

Social media: online activities that integrate technology, social interaction, and content creation. Social media uses many technologies and forms, including but not limited to: websites (including the Agency's own website,)

email, texting, blogs, wikis, discussion forums, photo and video sharing, podcasts, and social networking and bookmarking sites that build a virtual footprint (e.g. Pinterest, Instagram, Twitter and Facebook.) The rapid evolution of technology makes it difficult to identify all types of social media.

Technology Officer (TO): an individual designated by the Executive Director to oversee the proper and secure use of information resources and all items pertaining to information technology.

Information Security Officer: an individual designated by the Executive Director to oversee efforts to maintain the security, integrity, and confidentiality of personal information belonging to the Agency and its clients and employees.

5.12.6.4 Personal Use Policy Details



We recognize social media encompasses a broad sweep of online activities that integrate technology, social interaction, and content creation. However, we also recognize that the rapid evolution of technology makes it difficult to identify all types of social media. Social media uses many technologies and forms, such as blogs, wikis, photo and video sharing, podcasts and social networking that build a virtual footprint. This policy is not meant to discourage you from utilizing social media. We take no position on your decision to start or maintain a blog or participate in social media/networking activities.

We want to remind you that the use of social media technology follows the same standards of practice and conduct outlined by NCYF in the employee handbook. Accordingly, NCYF expects employees who maintain or contribute to social media on the Internet will abide by certain guidelines.

Nothing in this policy is meant to be construed to prohibit or limit employees' rights to engage in protected concerted activity as prescribed by the National Labor Relations Act, or any other rights protected under federal and state law.

- a. Outside the workplace, your rights to privacy and free speech protect legal online activity conducted on your personal social networks with your personal online account. However, what you publish on such personal online sites should never be attributed to NCYF and should not represent in any way that you are speaking on NCYF's behalf without prior written authorization to do so.
- b. We prohibit the use of social media to post, or display comments about co-workers, supervisors, the company or our clients that are illegal, vulgar, obscene, threatening, intimidating, harassing, or a violation of NCYF's workplace policies against discrimination, harassment, or hostility on account of age, race, religion, sex, ethnicity, nationality, disability, and any other category protected under state or federal law. Employees should remember that any information that is shared online instantly becomes permanent and public. Remember, that what you post online will be captured forever and can be transmitted endlessly without your consent or knowledge. We also want to remind you that each employee is personally liable for his or her own commentary and can be sued by other employees, clients, competitors and any other individual or company that views the online content as proprietary, harassing, libelous, creating a hostile work environment, or otherwise illegal.
- c. Employees are expected to protect the confidential, proprietary and trade secret information of the company. Employees are prohibited from disclosing at any time proprietary or confidential information learned during the course of their employment about the company, its clients or its employees. Such information includes but is not limited to customer lists, trade secrets, financial information and

strategic business plans. This policy also includes personal information about clients and employees that is protected from unauthorized disclosure by law, including, but not limited to, personal health information and personal data, such as driver's license, social security number, financial account numbers, or credit/debit card numbers.

- d. Employees cannot use employer-owned equipment, including computers, company-licensed software or other electronic equipment, nor facilities or company time, to conduct personal blogging or personal social networking activities.
- e. Those individuals with supervisory/management responsibilities, by virtue of their position, must consider whether "friending" or personal thoughts they publish, even in clearly personal venues, may be misunderstood as expressing the Agency's position. They should assume their employees and those outside the Agency will read what is written. A public blog is not the place to communicate Agency policies to employees.
- f. We ask that each employee honor the privacy rights of our employees by seeking their permission before writing about happenings that might be considered to be a breach of their privacy and confidentiality or before posting their pictures. Posting information about other employees without their permission has the potential of disrupting the workplace. By maintaining your coworkers' privacy, you will be helping to maintain the professional work environment at the company.

In short, use your best judgment. Social media changes rapidly and there will likely be events or issues that are not addressed in this policy. If you have any questions about these guidelines, contact your supervisor or the Human Resources Department. When in doubt, employees should seek the guidance of the appropriate person before posting or otherwise engaging in online activity.

Violation of this policy may result in discipline up to and including termination of employment.

5.12.7 Remote Access

NCYF shall provide remote access connections to employees and approved third-party vendors and service providers only when there is a distinct business need to do so. It is the responsibility of employees, contractors, vendors, service providers, and agents working on behalf of NCYF to ensure that their remote access connection is secure and given the same consideration as a user's on-site connection to the Agency's network. Therefore, personal equipment used for remote access must meet the same configuration and security requirements as company-owned systems. At a minimum, remote access users shall ensure that patches and antivirus definitions are up to date before attempting to connect remotely to the Agency's network.

Users of remote access to the Agency's network are responsible for exercising good judgment over the reasonableness of their usage. In this regard, all users shall adhere to a minimum set of standards, listed below.

1. Users shall not provide their login credentials to anyone, including family members.
2. User logins and passwords shall, at least, meet the minimum requirements set forth by the Agency.
3. When using remote access, users shall ensure that they are not connected to any other network simultaneously, unless those networks are under their complete control.
4. Users must seek approval from the TO and NCYF management before using non-standard hardware and security configurations for remote access connections.
5. Organizations or individuals who wish to implement non-standard remote access solutions must obtain prior approval from NCYF management in collaboration with the TO and their delegates.

NCYF reserves the right to monitor and review remote access to ensure that these connections are being utilized appropriately.

5.12.8 Removable Media

NCYF does not allow the use of portable or removable media by employees and uses systems to prevent such use. On a case-by-case basis, the TO and/or Information Security Officer may authorize an exception and allow an employee to use portable/removable media devices such as writable CDs, USB flash drives, or other portable



storage devices. While it is expected that users will exercise good judgment as to the type of information they store on these devices, all portable media must be properly password-protected and/or encrypted. Furthermore, files stored on portable media shall be scanned for viruses prior to uploading them to the Agency’s network. All portable/removable media shall be wiped of data

(through reformatting or other means) and/or destroyed after use.

5.12.9 Laptops and Mobile Devices



NCYF allows employees to use Agency-owned laptops and other mobile devices (i.e. smartphones and tablets) in order to access the Agency’s email systems and other information assets. However, all laptops and mobile devices must first be approved by NCYF management in collaboration with the TO and their delegates. In order to avoid ambiguity around who is responsible for a particular laptop and/or mobile device, these devices will be handled in one of two ways:

1. The laptop or mobile device will be “permanently” issued to a particular employee. If the equipment is swapped for repairs or any other reason, IT will document the return of the original and issue of the replacement in IT’s inventory
2. The laptop or mobile device will be handled as a “loaner.” “Loaner” laptops and mobile devices are able to be reserved for short-term use (no longer than 1-2 weeks, but ordinarily 1-2 days). Loaners will be inspected, and all accessories inventoried upon every sign out and return. IT will handle the reservation, issue, inspection, etc. If another department must handle its own issue of loaners for operational needs, the laptop or mobile device will be “permanently” issued to an individual in that department. This employee may avoid personal responsibility for theft, damage, or misuse by replicating and documenting the same procedure of in/out inspections and inventories, etc.

Once approved, laptops shall be configured to the same specifications as the Agency’s workstations, and only appropriate/licensed software shall be installed. Furthermore, laptop users will be subject to the same access restrictions and use requirements that apply for workstations. All laptops are issued with hard-disk encryption. At a minimum, smartphones and tablets shall be protected with a six (6) digit passcode. When possible, data encryption settings shall be enabled, and Bluetooth connections shall be disabled.

Laptops and mobile devices must be properly secured at all times. In general, NCYF employees who use laptops and mobile devices are responsible for exercising good judgment over how they use them. Nevertheless, all users shall adhere to a minimum set of standards, listed below.

1. Users shall enroll their mobile devices with the Agency’s mobile device management software before initial use and keep devices enrolled at all times.

2. Users shall protect their laptops and mobile devices with strong passwords as defined by Agency policy, and a timeout period not to exceed 10 minutes for laptops or five (5) minutes for smartphones and tablets.
3. Users shall not loan a laptop or allow use by a non-NCYF employees.
4. Users shall be responsible for the safety of the laptops and mobile devices assigned to them. Therefore, users shall be store laptops in the padded carrying case provided by the Agency and no objects other than the laptop itself shall be placed in the padded laptop compartment of the carrying case. Furthermore, laptops shall never be moved while open; laptop covers shall be closed and latched before moving. Smartphones and tablets shall be kept in the protective case issued by the Agency.
5. Users shall not connect their personal laptops and mobile devices to the Agency's network. If an external provider (e.g. consultants or business partners) requires internet access for their laptop or mobile device for a business purpose, the guest WIFI account or a mobile hotspot must be utilized.
6. Users shall not use their personal laptops and mobile devices to store Agency or client information, nor enroll their Agency email account on a personal smartphone or tablet.
7. Users shall never install any software on laptops and mobile devices. Any and all software installation shall be performed by the IT department or under the direct supervision of IT. Any software additional to the standard suite of software provided must be approved from a technical standpoint by IT as well as the user's program director from a budgetary standpoint. Under no circumstances shall a user be permitted to install non-work-related software on Agency laptops, including but not limited to games, instant messengers, search bars, music, or video software.
8. Users shall not enter or store passwords, safe/door combinations, personal identification numbers, or classified, sensitive or proprietary information on their mobile devices unless this information is stored in an encrypted database.
9. Users shall be responsible for the safe backup of documents on their laptops and mobile devices. All documents shall be regularly and frequently copied to the Agency's network to ensure that they are being backed up appropriately. Users shall consult with IT to determine the most efficient means to achieve this for their circumstances.
10. . Users shall use Remote Desktop Protocol (RDP) to secure data transmission to and from their laptops.
11. Users are responsible for the physical security of the laptops and mobile devices assigned to them. Therefore, users shall not leave laptops and mobile devices unattended, particularly in a public area or a vehicle.
12. Users shall immediately report lost, stolen, or compromised laptops and mobile devices to the Information Security Officer and/or TO. In the event of a security compromise including but not limited to a virus infection or the installation of non-approved software, the laptop or mobile device shall not be connected to NCYF's network until it has been refreshed with a clean image. Furthermore, in the case of theft, users are responsible for obtaining a police report immediately following the incident. If theft or damage to laptops and mobile devices was a result of neglect or failure to abide by these guidelines, users may be responsible for the cost of replacement for these devices.
13. Users shall not expect to be reimbursed for "411" calls placed on mobile devices. Users are responsible for the charges incurred by these calls.
14. Users shall not utilize expansion slots for peripheral hardware on mobile devices unless otherwise permitted by the Information Security Officer and/or the TO.
15. Users shall not attempt to modify, override, or disable security software installed on laptops and mobile devices, including but not limited to encryption, virus protection and firewall software.

NCYF reserves the right to confiscate and audit these and all other devices at any time. Furthermore, the Agency has the authority to periodically wipe or remove data from these devices without further expressed consent from users. All laptops and mobile devices permitted to connect must be returned to NCYF upon request. Failure to follow these guidelines may result in disciplinary action, up to and including termination of employment.

5.13 Driving and Vehicle Use

Driving may be required as an essential part of your job responsibilities at NCYF. The policy and procedures contained in this manual are mandatory and should be reviewed carefully and retained for reference purposes.



NCYF maintains a fleet of vehicles, **which are fully insured by NCYF**, for use for program or agency operations. In addition, it is at times necessary for NCYF employees to transport clients in their own personal vehicles. It is the policy of NCYF that agency vehicles will be operated, or clients transported in personal vehicles, by duly licensed, eligible drivers, following all rules of the road as well as the safety expectations outlined in the procedures below. Failure to comply with this policy and procedures may result in disciplinary action up to and including termination of employment.

5.13.1 Vehicle Use

Agency vehicles are for business purposes and are not be used for personal, non-programmatic purposes at any time.

5.13.2 Eligibility

Many positions require driving as a job responsibility; staff that are eligible and/or expected to use program vehicles must provide a valid driver's license that is not suspended or revoked in any state. At the time of employment pre-screening, NCYF will conduct a driving record check through the Registry of Motor Vehicles, which will verify an individual's license status and provide details of any violations. Such checks will be completed annually thereafter for all active employees whose jobs involve transporting clients with agency or personal vehicles. Management reserves the right to deny driving privileges and/or employment to any applicant or employee deemed to present a risk based on their driving record.

5.13.3 Use of Personal Vehicles to Transport Clients

Some staff positions require the occasional or routine use of personal vehicles to transport clients. In order to qualify for such a position or obtain this privilege, an employee must:

1. Comply with the normal driver's screening required of all drivers
2. Provide verification of adequate personal auto insurance on the vehicle(s) to be used, including, at minimum, Optional Bodily Injury to Others (coverage part 5 on a Mass Auto policy) limits of \$100,000 per person/\$300,000 per accident, and Damage to Someone Else's Property (part 4) limits of at least \$100,000.
3. Maintain the vehicle in safe condition and comply with vehicle REGISTRATION and inspection regulations and always use age-appropriate passenger restraint systems.

4. It is also advisable that the employee notify their insurance agent that they are using their vehicle for work purposes (but be clear that they are NOT a commercial driver, not a driver for hire, nor hired as a professional driver and that driving is only a part of their job.)

Employees who are required to routinely transport clients or use their own for agency business may be eligible to receive AAA benefits. All staff who use their own vehicles to either transport clients or for Agency business will be reimbursed mileage in accordance with proper accounting of same in the web-based mileage management system.

Staff whose positions do not normally involve the use of personal vehicles to transport clients may do so in an emergency (when all agency vehicles are out and in use and there is an urgent need to transport a client somewhere) with permission of his/her supervisor provided the employee complies with all requirements for use of personal vehicles. All staff who drive agency vehicles or use personal vehicles to transport in emergency situations have annual driving checks performed, or more frequently if a driving record becomes deficient.

5.13.4 Driver Responsibilities

Eligible drivers are required to operate vehicles in a safe and reliable manner, following all rules of the road and any additional safety expectations outlined in these procedures. Drivers are expected to be knowledgeable about the rules of the road in all areas in which they are driving. If, for any reason, an employee's driver's license should be revoked, suspended, or restricted, the employee MUST notify their program director or Human Resources immediately. Driving with a revoked, suspended or restricted license may be grounds for discharge.

5.13.5 Safety Guidelines

Drivers are expected to operate vehicles in a safe manner at all times. In addition, drivers will also observe the following safety guidelines (including but not limited to):

1. Many of the agency vehicles are larger vans that may be unfamiliar to the average driver. Employees may be required to view instructional videos and/or drive the vehicle with an experienced operator prior to operating a van solo for the first time.
2. Seat belts age-appropriate restraints (booster seats) must be worn by all occupants, including the driver, of any program vehicle or any vehicle being used to transport clients. It is the driver's responsibility to notify all occupants to fasten their seat belts prior to operating the vehicle. Any malfunctioning seat belt must be reported to the program director or property manager immediately.
3. A clear windshield is extremely important for safe driving. Under no circumstances should a vehicle be driven unless the windshield, as well as side and rear windows and mirrors, are clear of dirt, ice and snow. All windows must be thoroughly cleared before driving.
4. Smoking, eating, and drinking are not allowed in program vehicles at any time.
5. Picking up or transporting of hitchhikers is not permitted.
6. Use cruise control carefully. While cruise control can be convenient when traveling on straight flat roads such as highways, it is not recommended for use in traffic, on hills, at night, during unfavorable weather conditions such as rain, snow or fog, or when the driver is tired. Cruise control should NEVER be used or relied on as the sole means of controlling speed to within posted limits.
7. Clients are never to be left alone in a vehicle. No client is ever to be allowed to sit in the driver's seat, handle vehicle keys or drive a program or staff vehicle.

8. If during operation a client should begin behaving in a manner that might present a risk to self or others, the driver will at the first safe opportunity pull off the road and stop the vehicle until the situation is stabilized.
9. Obey all traffic laws, drive defensively, and avoid distractions.
10. NEVER drive impaired. This includes driving under the influence of alcohol, marijuana and/or prescription drugs that may affect ability to drive. If a driver is taking prescription drugs on a doctor's orders, or over the counter medications that may affect driving, he or she must notify the program director or designee if the drug's warning label states it will affect driving ability. All drivers must immediately notify their supervisor if a health condition may affect their ability to drive.
11. Drivers will observe any additional safety or transportation guidelines established by their specific program or department.
- 12. NCYF maintains a client:staff ratio of 3:1 at all times, including while transporting in vans or cars.**

5.13.6 Use of Mobile Devices While Driving

While the use of cell phones while driving is not strictly prohibited by law, such use is a well-established distraction that often results in accidents. The use of cell phones or other mobile devices while operating Agency vehicles or while transporting clients in personal vehicles is PROHIBITED, including but not limited to:

1. Taking or making voice phone calls, including checking voicemail
2. Texting, emailing, web-browsing, searching for music, playing games, using Siri, or otherwise using a mobile device for such activities that take the driver's attention away from the road
3. The use of ear buds or headphones
4. Programming of GPS devices (set the GPS before starting operation or when safely pulled off the road and at a stop)

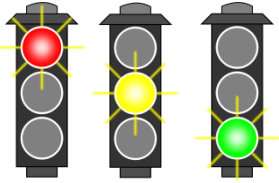
5.13.7 Traffic/Safety Violations

Traffic violations and/or a history of accidents may exclude an employee from being covered by the agency's insurance, make them ineligible to use program vehicles, and may jeopardize their ability to work for, or continue to work for, the program. Employees with driving responsibilities are required to immediately provide the agency with information regarding traffic violations, speeding tickets, and car accidents, both upon hire and continually throughout their employment.

All traffic violations, moving violations, and car accidents occurring either at work, or off work time, must be immediately reported to the driver's program director or designee. A driver with moving violations or a combination of accidents and/or moving violations may be prohibited from driving program vehicles or clients and may be subject to appropriate disciplinary action up to and including termination. Employees are solely responsible for any charges or fines resulting from traffic violations, speeding tickets, parking tickets, E-ZPass toll violations or moving violations; at no time will the program and/or Agency be responsible for payment or reimbursement of such charges.

5.13.8 5.13(h) Monitoring and Enforcement

All Agency vehicles are equipped with GPS electronic monitoring devices. These systems are installed for the safety of our clients and staff. The system monitors unsafe driving habits such as speeding, rapid acceleration and quick stops. The system also monitors some of the maintenance needs of the vehicle as well as its location. Management will utilize the reports generated by the system to enforce safe driving habits and eliminate unsafe driving habits. Unsafe driving habits such as, but not limited to, speeding, rapid acceleration and quick stops will result in disciplinary action up to and including termination.



If any problems with a vehicle’s installed GPS device are observed, the driver must notify their program director or the Property Manager immediately. Any attempts by staff to disable, remove or otherwise interfere with a GPS device for the purpose of circumventing the device’s monitoring capabilities may result in disciplinary action. It is the driver’s responsibility to ensure that clients do not handle, interfere with, or remove a GPS device; failure to intervene should a client attempt to do so may result in disciplinary action.

5.13.9 Withdrawal of Driving Privileges

It is the sole prerogative of management to withdraw permission to use agency vehicles with or without cause, including, but not limited to the following reasons:

1. Abuse or misuse of the vehicle or failure to comply with the rules and expectations stipulated in these procedures
2. Use of an agency vehicle for personal reasons or for any business venture other than that pertaining to the employee’s job duties and responsibilities
3. The acceptance of any form of compensation for carrying passengers or materials
4. A driving record which becomes deficient during the time of employment
5. Improper conduct as determined by the Agency, including unsafe driving as determined by management

Should an employee lose their driving privileges, and their job description requires driving as an essential function, he/she may be subject to disciplinary action up to and including termination.

5.13.10 Maintenance and Repairs

All drivers are required to take all necessary precautions to prevent damage and theft of their assigned company vehicle and/or its contents at all times. This includes, at a minimum, rolling up all windows, locking all doors, and setting the parking brake when parked on a hill.



The program director or designee is required to ensure that all routine maintenance and repairs as needed are scheduled and completed on all program vehicles. Drivers are required to report any specific problems and/or damage they notice with the vehicles while using them to their supervisor, program director or property/maintenance. To that end, drivers are encouraged to conduct a brief inspection of the vehicle before operating.

Should an emergency such as a flat tire or mechanical breakdown occur during normal business hours, the driver should contact property/maintenance, or the program director or designee, for assistance. Outside of regular business hours, the program’s emergency on-call procedures should be followed.

In the event a vehicle develops mechanical difficulties or problems, property/maintenance must be notified as soon as possible so that repairs can be made in a timely manner and to help to prevent breakdowns occurring on the road.

Clients are not permitted to perform maintenance on program or personal vehicles, including checking oil, adding fluids, pumping gas and the like.

5.13.11 Consumables

Each program vehicle is assigned a credit card for the purchase of gas or car washes. Drivers are responsible for making sure that vehicles are always returned with a minimum of a half-tank of gas, to ensure that vehicles are properly fueled in the event of an emergency.

Drivers are responsible for the proper use of the gas credit card. This includes ensuring that the assigned card is used only for the assigned vehicle, that the card is used only for gas or car washes for agency vehicles, and for recording the current mileage of the vehicle at the time of the purchase. In addition, drivers are responsible for securing their gas card PIN.

Window washer fluid is checked as part of routine maintenance, but there may be times that a vehicle runs out of washer fluid between regular maintenance checks, especially during winter months. If washer fluid is needed, contact property/maintenance or the program director.

5.13.12 Vehicle Registration and Safety Equipment

The vehicle registration is kept in the glove compartment or in an information binder and must be kept in the vehicle at all times. The program director or property/maintenance must be notified immediately of any missing vehicle registrations.

Program vehicles are equipped with a first aid kit and a blood cleanup kit. Drivers must familiarize themselves with the contents and report any supplies they use, or that they observe to be missing, to the program director or designee immediately.

5.13.13 Accidents

All accidents involving a program vehicle or while transporting a client must be reported to the program director or designee as soon as possible, and in writing no later than one business day after the accident. The driver involved in the accident must submit a fully-completed accident report form to the program director or designee. In addition, the driver must notify the local police and state motor vehicle authorities if any other vehicles, persons or property are involved. Failure to comply with this requirement in a timely manner may result in appropriate disciplinary action.

How to Report an Accident

1. Take immediate action to prevent further damage or injury at the scene of the accident – pull onto the shoulder or side of the road and place the warning signals promptly and properly;
2. If anyone is injured, call 911 immediately for medical assistance;
3. Investigate the damage to the vehicle(s);

4. Obtain the names and addresses of the owner(s) and driver(s) involved, license plate numbers, registration numbers of the vehicle(s) involved in the accident, and the names and addresses of any passengers in the vehicles involved in the accident;
5. Get the name of the other party's insurance company and insurance policy number;
6. Get the names and addresses of any witnesses;
7. If law enforcement officers are present at the scene, note their names, badge and precinct numbers. If no police officers are present, try to have one called to the scene of the accident;
8. Express no opinion as to who was at fault; give no information except as required by law enforcement officers;
9. DO NOT sign any written statements for anyone except an identified representative of the insurance company covering the assigned vehicle;
10. Notify the program director or designee about the accident;
11. Complete the agency's accident reporting form and keep a copy for your records;
12. Promptly complete all reports required by local law enforcement and state motor vehicle authorities. If you need help in completing these reports, request help from your local police department, state motor vehicle office, the program director or designee, or property/maintenance;
13. If any demands, claims, or summons are served to an employee involved in an accident asserting liability against the employee, contact the program director or designee immediately;
14. If the collision involves an unattended vehicle, you must attempt to notify the owner. If that is not directly possible, attach a note to the vehicle asking the owner to contact you. Notify the police immediately, telling them that you have attempted to make contact with the owner; and
15. If the other party involved in an accident attempts to contact you, direct the person to the program director or designee.

THERE ARE NO EXCEPTIONS TO THE ABOVE PROCEDURES. Failure to comply with these procedures could have serious consequences for the Agency and the driver's employment status.

5.14 Legal Assistance for Employees

POLICY ID: POL-AMS-0011 VERSION: 1.0

NCYF provides, and assumes the cost of, legal representation for claims made against its employees that are related to lawful, authorized and assigned actions taken within the course and scope of their work duties.

Assistance will not be provided to employees who commit unlawful acts or acts that have not been conducted within the scope of their normal and assigned job duties. Furthermore, legal assistance will not be provided if the agency's legal counsel determines that to do so would constitute a conflict of interest.

5.14.1 PROCEDURES

1. An employee who becomes aware of a claim filed against themselves, or the potential for a claim to be filed, will immediately contact the Human Resource department.
2. The Human Resource Department will notify the agency's insurance carrier of a claim or potential claim as soon as possible.
3. The Human Resource Department will provide the affected employee with timely notification of the status of the claim and the agency's intention to defend the employee.

4. This policy will be reviewed at new staff orientation and included in the Employee handbook.

5.15 Fingerprinting

Under MA law, programs licensed by EEC (See H.B. 4307 (Mass. 2013)) are required to obtain state and national fingerprint-based criminal background checks for the purpose of determining the suitability of current and prospective employees who may have direct and unmonitored contact with children.

NCYF will comply with CORI regulations M.G.L. c. 71, § 38R, as amended by H.B. 4307, § 7, to protect information obtained in the national criminal background checks and to notify employees/applicants in the event of an unfavorable background check.



If a background check reveals that an employee/applicant is not suitable for employment, the employee/applicant will be provided with a copy of the report together with contact information to be used if the employee/applicant wishes to challenge the report for accuracy or relevancy.

5.16 Damages to Employee Property

Employees are personally responsible for their personal belongings and vehicles at all times. Any damages occurring during work time are subject to the Agency's liability policies and procedures.

5.17 Use of Electronic Recording Devices

NCYF is committed to providing a safe environment by integrating the best practices of overseeing both the well-being of our employees and the persons we serve. A critical component of our comprehensive safety plan involves using cameras to monitor and record activity throughout the Agency to the extent permitted under applicable federal and state laws regarding electronic monitoring.

5.18 Public Relations and the Media

Events may occur at our Agency which will draw media attention. It is imperative that one person speaks for the Agency to deliver an appropriate message and to avoid giving misinformation. To achieve these goals, the Agency will respond to media inquiries only through designated spokespersons. If contacted by the media to comment on behalf of the Agency, please refrain from doing so and refer the person to the Executive Director.

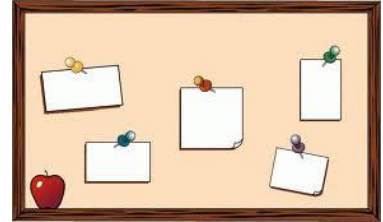
5.19 Parking



All parking spaces in the NCYF lot are available on a first come/first served basis. Employees are required to observe all "No Parking" signs, "Handicap" signs, and other designated parking at all Agency sites. Failure to comply with Agency parking policy may result in disciplinary action, up to and including termination. The Agency will not be responsible for any lost, stolen, or damaged property done to your vehicle while on our property or conducting Agency business.

5.20 Bulletin Boards

Each program location maintains an official bulletin board, which is used to post and communicate important Agency information only. Employees are responsible for regularly reading the information posted on the bulletin boards.



5.21 Job Postings

Normally, job opportunities are posted at each site. NCYF encourages promotion from within; however, NCYF retains sole discretion to seek outside applicants when necessary. Employees must be in good standing with the Agency and have successfully completed their probationary period prior to being considered eligible to apply for any open positions posted. Application does not guarantee an offer for promotion or transfer.

6 LEAVING NCYF

6.1 Ending Employment

Employment with NCYF is at-will. This means that either you or NCYF can terminate your employment at any time for any reason (that does not violate state or federal law) with or without cause, with or without notice.

6.1.1 Resignation

We recognize that you may elect to voluntarily resign from your position. In order to remain in good standing with the Agency, it is expected that you provide appropriate notice as follows, depending on your position:

- | | |
|--|---------|
| a) Salaried, exempt positions | 30 days |
| b) Positions that work directly with clients/students/families | 30 days |
| c) Other hourly, non-exempt positions | 2 weeks |

Written notification is always required, in order to avoid possible confusion. You will receive your final paycheck on the next regular pay date unless otherwise mandated by state law.

NCYF reserves the right to deny a vacation request or use of personal time once a notice of resignation has been submitted.

6.1.2 Termination

Involuntary termination of employment occurs when separation is initiated by NCYF. The right to rehire is subject to Agency policy and procedure and a review of the employee's overall record. Employees who separate voluntarily will receive their final paycheck on the next regular pay day following their last day of work. Employees who separate involuntarily will receive their final paycheck on their last day of work.

6.1.3 Layoff and Recall

Layoff will be determined by classification within a site location. Employees in the affected job classification(s) will be determined by qualification and demonstrated ability to do the job; when all elements are equal, seniority will be the determining factor.

Employees will have recall rights up to three (3) months following their layoff. All recalls will be based on operational needs and the employee's demonstrated ability to do the job. Recall notices will be sent to the employee's last known address. It is the employee's responsibility to provide HR with any changes of address.

6.2 Return of Agency Property

Any employee who separates from employment with NCYF, whether voluntarily or involuntarily, must return all company property, including, but not limited to: all documents, files, records, whether in paper or electronic form; keys and fobs; Agency credit cards, computer equipment and other equipment; flash drives; mobile devices (phones, tablets, hot spots, etc.) and accompanying chargers and other accessories; and any other materials that are the property of NCYF, immediately upon separation. Employees will be responsible for any lost or damaged items.

6.3 Exit Interview

The purpose of the exit interview is to allow the employee leaving the agency the opportunity to discuss both positive and/or negative experiences you may have had with the agency. An exit interview is optional, but we strongly encourage you to provide your feedback in a confidential forum. The information you share with us will be combined with others to inform management regarding areas we could improve upon within the Agency. Your fringe benefit coverage and COBRA eligibility options will also be discussed with you at the exit interview.

6.4 COBRA

Employees and their dependents will be offered COBRA under the following conditions:

1. employee has resigned
2. employee was terminated (excluding for gross misconduct)
3. employee's work hours have been reduced
4. employees placed on unpaid leave (including employees on short and long-term disability)
5. any other qualifying event in accordance with state and federal law

If any of these events makes you or your dependents no longer eligible to participate in one of our group health insurance plans, you and your eligible dependents may have the right to continue to participate for up to eighteen months at your (or your dependents) expense. Your eligible dependents may also extend coverage for up to thirty-six months in our group health insurance plans in the event of your death, divorce, legal separation, or entitlement to Medicare benefits, or when a child ceases to be eligible for coverage to an individual policy with our insurance carriers at the end of the continuation period. Continuation coverage for you and/or your covered dependents may end, if any of the following events occurs:

1. failure to make timely payments of all premiums
2. assumption of coverage under another group plan which has no pre-existing condition exclusions or entitlements to Medicare
3. termination of NCYF's group health plans.

NCYF will give you details concerning these options as well as written notification of this benefit.

7 A WORD IN CLOSING

NCYF is committed to your well-being as illustrated by the programs and benefits you have read about in this handbook. We have tried to outline the information to provide you with guidelines as to the policies, procedures and working standards of NCYF. Fair treatment at work, safe and pleasant working conditions, and the opportunity to be heard, form the basis of our policies.

It should be recognized that it is impossible for an agency handbook to provide all our policies and procedures or to answer all the questions or problems which may arise. NCYF will make every effort to address situations or problems not covered in this handbook in a consistent, equitable and reasonable manner. We suggest that you keep this handbook where you can refer to it should you have any questions or suggestions regarding this information or other job-related matters. One last reminder: While NCYF has every intention of continuing all the policies described in this handbook, this material is not to be considered a binding contract between the employer and the employee, and all of this material is subject to change at any time, at the sole discretion of management. Thus, NCYF expressly reserves the right to alter, amend, add or delete all or any part of these policies, practices and procedures with or without notice.



RESOURCES

PAYROLL / BENEFITS / MILEAGE

- ❖ Time & Attendance (TLM/G&A) <https://worksight2.gnapartners.com/login>
- ❖ Payroll (Prism/G&A) <https://worksight2.gnapartners.com/login>
- ❖ Mileage (Company Mileage) <https://login.companymileage.com/>

For help related to time sheets and time off, payroll self-service, mileage reimbursement, and/or benefits, including password resets, contact: **PAYROLL@NCYF.ORG**

INFORMATION TECHNOLOGY

For help related to the IT network, cell phones, and other technology, including your network/email password, contact: **HELPDESK@NCYF.ORG OR EXT. 7979**

CREDIBLE AND VIRTUAL GATEWAY

For help related to Credible or the Virtual Gateway, including password resets, contact: **CREDIBLEHELP@NCYF.ORG**

MAINTENANCE

To report urgent or routine maintenance issues, contact: **MAINTENANCE@NCYF.ORG**

