



## **LONG ISLAND CARES, INC. PERSONNEL HANDBOOK**

### **POLICIES AND PROCEDURES OVERVIEW**

This handbook is based upon the personnel policies and procedures of LONG ISLAND CARES, INC. (LIC).

These policies and procedures describe, in general terms, some important employment guidelines. Other policies and procedures may be issued by LIC that are not included in this Personnel Handbook. This Personnel Handbook shall govern in the event of a conflict between it and any other policies and procedures.

The policies and procedures in this Personnel Handbook are not intended to create, and do not create, an employment contract for any LIC employee. LIC is free to terminate any employee, at any time, for any legal reason, just as any employee may resign at any time for any reason.

LIC reserves the right to modify, delete or add policies and procedures at any time with or without advance notice.

**NOTICE:** This Personnel Handbook supersedes all other versions that are dated previous to the date of revision appearing below, or that are undated in this manner.

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## **MISSION STATEMENT AND OVERVIEW**

**The Mission of Long Island Cares** is to bring together all available resources for the benefit of the hungry on Long Island. **Our Vision** is "A Hunger-Free Long Island."

Long Island Cares provides emergency food where and when it is needed, sponsors programs that help families achieve self-sufficiency, and educates the general public about the causes and consequences of hunger on Long Island.

Long Island Cares relies on the generosity and strong support of the individuals, corporations, and foundations that make up our community. We are deeply grateful to the many who join with us and support our commitment to strengthen and secure the future of our community by providing a healthier and more meaningful life to those among us in need.

Long Island Cares offers its services without regard to ethnicity, gender, religion, sexual orientation, age, marital or veteran status, medical condition or handicap, or any other legally protected status.

Long Island Cares is a not-for-profit 501(c)(3) organization, community based, regionally responsive, and working in partnership with other charitable agencies to fight hunger in Nassau and Suffolk Counties. We are the leading anti-hunger organization and the premier food bank on Long Island.

Long Island Cares was founded in 1980 by the late singer/songwriter and social activist Harry Chapin in response to the immediate needs of hungry Long Islanders. It is continued today by his wife and partner Sandy Chapin. In the years since Harry left us, Long Island Cares has become an organized force of caring, dedicated people who are making a difference in the fight against hunger on Long Island.

## **EQUAL EMPLOYMENT AND HIRING ELIGIBILITY**

It is the policy and practice of Long Island Cares (LIC) to provide equal employment opportunity to all employees and applicants without regard to ethnicity, gender, religion, sexual orientation, age, marital or veteran status, medical condition or handicap, or any other legally protected status.

All employment decisions will be made in a nondiscriminatory manner. All personnel actions relating to compensation, benefits and company sponsored training will be administered in a nondiscriminatory manner.

In that LIC deals directly with clients in its various programs, it vitally important that job candidates are screened as to their true identities and histories. Therefore, employment at LIC is conditional upon satisfactory results obtained from Background Checks. For all employees, a background check includes identity, citizenship, and criminal record. For professional and supervisory personnel, it may include verification of educational credentials and employment history. In addition, LIC follows U.S. Citizenship and Immigration Services (USCIS) employment authorization guidelines.

## **PERFORMANCE EVALUATIONS**

All newly hired employees are on a probationary period of six (6) months during which time an employee can be discharged, if at LIC's sole discretion, it is decided that continued employment is not in its best interests. While in this probationary period, new employees are subject to all of the other provisions of this Personnel Handbook. New employees receive a verbal evaluation of their performance at the completion of three (3) months of employment to review progress and/or any performance concerns. A brief written performance summary is completed and reviewed with an employee when he or she completes their 6-month probationary period. After 6 months of satisfactory job performance, employees are considered permanent.

Every employee receives a written performance evaluation at least once a year. Annual employee performance evaluations are completed and reviewed on or about the employee's anniversary date of employment. The evaluation is presented and discussed in a personal interview with the employee.

Employees have the right to read their evaluations and will sign them, attesting to the fact they are aware of the evaluation's contents and whether or not they agree with them. The employee is given an opportunity to respond in writing if desired. Performance evaluations are strictly confidential.

## **CONFLICT OF INTEREST**

No employee of Long Island Cares will maintain an outside business or financial interest, or engage in any outside business or financial activity, which conflicts with the interests of the organization, or which interferes with his or her ability to fully perform job responsibilities. An employee will not have an undisclosed financial interest in a company or organization which is a member agency of, competitor of, or supplier to LIC. Financial interests held by an employee or by his or her immediate family members in such companies must be disclosed immediately so that a determination can be made as to whether or not a conflict exists. LIC has sole discretion in making this determination and what remedial measures are to be taken, including dismissal.

## **TYPES OF EMPLOYEES**

LIC recognizes the following types of employees for purposes of eligibility for certain benefits and other policy considerations:

1. Regular Part-Time - employees who regularly work less than 40 hours per week (including lunch and other breaks).
2. Regular Full-Time - employees who regularly work at least 40 hours per week (including lunch and other breaks). Regular full-time employees are further categorized as "Exempt" or "Non-Exempt."
  - a. Exempt - employees who do not receive (i.e., are exempt from) overtime pay; generally, exempt employees are executives, managers, supervisors, and administrative employees who are paid salary pay.

- b. Non-Exempt - employees who are paid hourly wages and who receive overtime pay for hours worked in excess of 40 hours per week.
3. Temporary - employees who are not permanently on LIC's payroll, working instead for a certain period of time on an hourly or lump-sum fee basis. Temporary employees are required to sign a form that acknowledges their temporary status and their being subject to termination at management's discretion when their services are no longer required.
4. LIC determines employee classifications according to the Fair Labor Standards Act (FLSA).

## **GRIEVANCE PROCEDURES**

1. An employee may grieve a disciplinary action, termination, or failure on the part of a supervisor or co-worker to follow LIC Policies and Procedures.
2. A complaint or grievance must be submitted in writing to one's supervisor, within 10 days after the grievant knew, or should have known, of the event. The supervisor shall give her/his response in writing within 10 days.
3. If the grievant is not satisfied with the response, she/he may appeal to the Executive Director. The appeal must be in writing and filed within 10 days. The Executive Director must respond in writing within 10 days.
4. If the individual is not satisfied with the decision of the Executive Director, she/he can appeal to the Policy and Administration Committee of the Board of Directors. The appeal shall be in writing to the President of the Board of Directors. The Policy and Administration Committee must hold a hearing within 30 days of receipt of the appeal.
5. If the grievance is against the Executive Director, the complainant may grieve to the Policy and Administration Committee in the manner described above.
6. No employee who in good faith reports a violation of LIC Policies and Procedures shall suffer harassment, retaliation or adverse employment consequence. A supervisor or co-worker who retaliates against an employee who has reported such a violation in good faith is subject to discipline up to and including termination of employment.

## **HOURS OF WORK**

The scheduled hours of work for full-time LIC employees are as follows:

1. Office Employees:
  - a. Work Week - The normal work week is Monday through Friday 8:30 am to 4:30 pm.
  - b. Lunch Time - Office employees are provided a one-half (½) hour paid lunch break each day. Whenever possible and depending upon schedules, employees should take their lunch break between noon and 2:00 pm.

2. Warehouse Operations:
  - a. Work Week - The normal work week is Monday through Friday 7:00 am to 3:30 pm.
  - b. Lunch Time - Warehouse employees are provided a one-half (½) hour unpaid lunch break each day. In addition, warehouse employees are allowed two paid 15-minute breaks during their shifts.

LIC's normal work week is not a guarantee of employment or a minimum number of hours of work for any time period, nor is it a guarantee against being required to work on Saturdays and Sundays.

## **PAYROLL PROCEDURES**

1. Payday - Employees will be paid bi-weekly, every other Friday. Each paycheck covers regular and overtime pay for hours worked during the preceding fourteen (14) day period, commencing on a Sunday and concluding on a Saturday.
2. Payroll Deductions
  - a. Mandatory Deductions - Certain withholdings and deductions from each paycheck are required by law, including:
    - Federal and State Income Tax
    - Federal Social Security and Medicare Tax
    - Health Insurance, where applicable
    - Disability Insurance, where applicable
    - Child Support and other Garnishes, when applicable
  - b. Authorized Deductions - In addition, LIC will perform certain voluntary deductions from employee paychecks upon request, including:
    - 403(b) Retirement Plan
    - Additional Savings Plans

## **OVERTIME**

1. Employee eligibility for overtime will be determined according to standards by job category issued by the U.S. Department of Labor under the Fair Labor Standards Act.
2. Employees eligible for overtime ("Non-Exempt" employees) will be paid for authorized overtime at one and a half (1 ½) times the regular rate of pay for all hours worked beyond 40 hours in one week.
3. For the purposes of computing overtime paid holidays, vacations and sick/personal use days will be considered as hours worked.
4. Time lost during any one work week because of lateness or absence without pay must be made up during the same week before overtime payments will be made.
5. When overtime is necessary, LIC will try to provide employees with as much advance notice

as possible. Although employees will be expected to work overtime when requested to do so, every effort will be made to accommodate reasonable requests to be excused from overtime assignments.

6. Any compensatory time for exempt personnel requested to work excessive extra hours is at the discretion of the employee's supervisor and Executive Director.
7. Overtime pay will appear in the paycheck that covers the period during which overtime was worked.

## **TRAVEL EXPENSES**

LIC pays mileage for local travel within the guidelines established by IRS code, using the standard mileage rate established annually by the Internal Revenue Service for computing the deductible costs of operating an automobile for business, charitable, medical or moving expense purposes. In addition, LIC reimburses employees for out-of-town travel expenses while traveling on business. Expenses are reimbursed to the extent that they are necessary and reasonable.

## **EXPENSE APPROVAL**

All mileage reports, travel expense requests, purchase requisitions, invoices, and other business-related expense reports must be approved by the appropriate department manager and the Executive Director before the expense will be processed for payment by the Accounting Department. Department managers may only approve expenditures that are business-related, reasonable, and consistent with the letter and intent of LIC policies. Further instructions may be found on the back of the LIC Spending Requisition Form that is used for check requests and purchase orders.

Occasionally, circumstances relating to a particular item or expense may justify an exception to policy. In these events, the manager should consult first with the Controller for guidance. However, final approval must be given by the Executive Director. Among the factors to be considered in resolving such issues are the intent or purpose of the policy; the necessity of the expense; the amount involved; and previous similar situations. Employees who incur expenses or charge expenses to the company without prior approval, do so at their own risk. Therefore, employees are strongly urged to seek prior approval from management in questionable situations.

## **HOLIDAYS**

1. These holidays are recognized by LIC as paid holidays for all regular full-time employees:

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

2. When a holiday falls on a Saturday, it will normally be observed on the preceding Friday. When a holiday falls on a Sunday, it will normally be observed on the following Monday.
3. Regular part-time employees scheduled to work 20 hours per week or more receive holiday pay on a prorated basis. The amount of holidays and the amount of pay for each holiday are determined by the workdays per week and the number of hours per day that the part-time employee is normally scheduled to work.
4. Employees are not paid for holidays while on disability, personal, or family leave.
5. A new employee is not paid for a holiday that occurred prior to the first day of employment.
6. Early staff dismissal due to inclement weather, in observation of an upcoming holiday, or for any other reason, is at the sole discretion of the Executive Director.

## VACATION

1. This vacation policy applies to all regular employees scheduled to work 20 hours per week or more. Temporary employees are not eligible for vacation benefits. New employees are eligible for paid vacation after six (6) months of continuous employment.
2. Vacation credits are earned and accrued on a calendar year basis as follows:
  - a. Eligible full-time employees earn vacation credits for each month of continuous employment according to the following schedule:  
  
1-4 Years of Service: 0.84 days per month = 10 days of vacation pay per year  
5+ Years of Service: 1.25 days per month = 15 days of vacation pay per year
  - b. In accruing vacation credits, fractional days of greater than .50 and less than 1.0 will be considered a half day. Vacation time is used in increments of half or full days.
3. For calculating the amount of vacation time earned annually, an employee's period of five years of service is calculated from the employee's hiring anniversary date (rounded up or down to the nearest month) to the month that marks the employee's fifth anniversary of continuous employment at LIC. At that time, the employee begins earning vacation time at the rate of 15 vacation days annually for the rest of that calendar year and in future years.
4. Regular part-time employees scheduled to work 20 hours per week or more receive vacation credits on a prorated basis. The amount of vacation days and pay for each vacation day are determined by the workdays per week and the average of hours per day that the part-time employee is normally scheduled to work.
5. Employees do not earn vacation credits while on disability, workers compensation, personal leave, or family and medical leave.

6. Employees who voluntarily leave employment and are subsequently rehired resume the years of service calculation from their rehire date added to their credit for previous employment.
7. While LIC will make an effort to honor specific vacation requests, the company reserves the right to approve or deny requests, to request that a vacation be rescheduled or to require that certain employees or work units take vacations at specific times.
8. All vacation requests must be made in writing at least two (2) weeks in advance and must be approved by each employee's immediate supervisor and the department manager.
9. Vacation days should be used in the 12 month period for which they are accrued but may be carried over for up to 6 months into the following year. Vacation days earned in the prior year that are not used by June 30 of the current year are forfeited.
10. Paid holidays occurring during an employee's vacation are not counted as a vacation day.
11. Vacation time is counted as hours worked for purposes of overtime calculations.
13. LIC will not advance any vacation pay to employees who have not accrued the required vacation time. There will be no retroactive payment for past time taken off with no pay when new vacation time is accrued.
14. Employees who are terminated or resign are paid for their unused accrued vacation time at their current rate of pay.

## **SICK/PERSONAL TIME**

1. LIC provides its regular full-time employees fifteen (10 sick/5 personal time) paid days which may be used for illness, non-work related injuries or personal needs. Temporary employees are not eligible for sick/personal time benefits.
2. Eligible employees accrue sick time credits at a rate of .84 days per month and personal time credits at a rate of .42 days per month of continuous employment, on a calendar year basis. In accruing these credits, fractional days of greater than .50 and less than 1.0 will be considered a half day. Sick/personal time is used in increments of half or full days.
3. Regular part-time employees scheduled to work 20 hours per week or more receive sick/personal time credits on a prorated basis. The amount of sick/personal days and pay for each sick/personal day are determined by the workdays per week and the average of hours per day that the part-time employee is normally scheduled to work.
4. Employees do not earn sick/personal time credits while on disability, workers compensation, personal leave, or family and medical leave.

5. Employees must provide their immediate supervisors with as much advance notice as possible when they intend to use a sick/personal time day. If advance notice is not possible, employees must call their immediate supervisors on the day of absence as soon as possible after their scheduled start time. Employees must give the reason for the absence and the expected duration. Sick/personal time days are paid only for approved absences.
6. Failure to properly notify supervisors may void sick/personal time payment. At its discretion, management may require from an employee who has been out sick for three or more consecutive workdays a doctor note that specifies the nature of the illness and that authorizes his or her return to normal duties.
7. Sick time may be carried over from year to year, up to a maximum of 40 days sick time.
8. LIC will not advance any sick pay to employees who have not accrued the required sick time. There will be no retroactive payment for past time taken off with no pay when new sick time is accrued.
9. Employees who are terminated or resign are paid for half of their unused accrued sick time at their current rate of pay.
10. Personal time must be used in the current year and cannot be carried over from year to year.
11. LIC will not advance any personal time pay to employees who have not accrued the required personal leave time. There will be no retroactive payment for past time taken off with no pay when new personal leave time is accrued.
12. Employees who are terminated or resign are paid for their unused accrued personal leave time at their current rate of pay.

## **HEALTH INSURANCE**

1. LIC offers its employees Group Medical and Dental Insurance Plans effective the first day of the month following 30 days from the date of hiring. Regular employees scheduled to work 20 hours per week or more are eligible for coverage. Temporary employees are not covered.
2. The Health Insurance Portability and Accountability Act (HIPAA), in its provisions that govern security and privacy of health data, generally exclude employers from the right to know about an employee's current health status and history except for diagnoses and prognoses of conditions that result in the impedance of his or her ability to perform normal job duties. LIC provides for group health coverage as part of its employment benefits package but is not responsible for administration of employee policies by the health coverage provider or for the resolution of employee conflicts with the health coverage provider.
2. LIC reserves the right to offset its health insurance expense by employee contributions paid through payroll deduction, based on full- or part-time status and whether coverage is for self

only or includes dependents. Deductions are subject to change at management's discretion.

3. For employees required to pay for health insurance coverage, LIC offers a Section 125 Premium Only Plan by which the premiums are deducted from payroll prior to income tax withholding. Employees who have been employed by LIC for at least 30 days, and who work at least 20 hours per week, are eligible for the Section 125 Plan.
4. Health insurance coverage ends the first day of the month following the date of employment termination unless the former employee elects to continue coverage at his or her expense under the provisions of COBRA.
5. In compliance with the Consolidated Omnibus Budget Reconciliation Act (COBRA), LIC offers continuation of group health coverage for up to 18 months after termination to any former employee who had such coverage during his or her employment and who resigns or is terminated for any reason other than gross misconduct. This person must pay LIC in advance each month for the amount of coverage needed for individual, family, or other dependents, at LIC's current group plan rate. Failure to pay promptly will void COBRA coverage.
6. The terms and conditions of these Plans are available to all eligible employees upon request. The terms and conditions of these Plans are subject to change at management's discretion upon policy renewal and at any other time during a plan year to the extent allowable by law.

### **SHORT-TERM DISABILITY**

1. LIC's Short-Term Disability Plan provides continued income through disability insurance for employees who are away from work because of a non-work related illness or injury. Pregnancy is treated as a disability under this policy.
2. Benefits for a work-related illness or injury would be provided by Workers Compensation. Items 4. through 8. in this section apply to Workers Compensation leaves of absence.
3. If eligible, employees are placed on short-term disability leave for up to 26 weeks. Benefits are payable, at the rate set by state law, beginning with the 8th consecutive day of disability.
4. Eligibility for short-term disability depends upon diagnosis and prognosis by the employee's personal physician and is subject to approval by the disability coverage provider. LIC is not responsible for their decisions or for the resolution of employee conflicts with any party.
5. Disabled employees are required to submit medical documentation as to the nature of their disability and probable duration of absence. Disabled employees are also required to provide LIC with semi-monthly reports of their medical condition and a possible return to work date.
6. During the period of short-term disability, health insurance benefits remain in effect. An employee on short-term disability will be required to remit to LIC each month, in advance, any portion of health insurance premiums that the employee paid during active employment.

7. Vacation, sick, and personal time accrual earnings and pay are suspended during the time an employee is on short-term disability leave but length of service continues uninterrupted.
8. LIC cannot guarantee reinstatement to employees whose leave extends beyond 12 weeks in any 12-month period, except to the extent necessary to comply with applicable state or federal law. Reinstatement from short-term disability leave requires medical certification.

## **LONG-TERM DISABILITY**

1. LIC's Long-Term Disability Plan provides continued income through disability insurance for regular employees who have become permanently disabled. Coverage is effective the first day of the month following 30 days from the date of hiring and is mandatory for employees who scheduled to work 30 hours per week or more. Temporary employees are not covered.
2. If eligible, employees begin receiving long-term disability payments after a 180-day elimination period from initial disability, generally the duration of short-term disability, until Social Security Normal Retirement Age. Health insurance benefits are not included.
3. Monthly benefits equal a certain percentage of basic annual salary up to a certain maximum benefit payable per month. These terms and conditions are subject to change at management's discretion and at any other time during a plan year to the extent allowable by law.
4. Eligibility for long-term disability depends upon diagnosis and prognosis by the employee's personal physician and is subject to approval by the disability coverage provider. LIC is not responsible for their decisions or for the resolution of employee conflicts with any party.
5. Qualification for long-term disability coincides with termination of employment at LIC.
6. LIC reserves the right to offset its long-term disability insurance expense by employee contributions paid through payroll deduction. Deductions are subject to change at management's discretion.
7. For employees required to pay for long-term disability insurance coverage, LIC offers a Section 125 Premium Only Plan by which the premiums are deducted from payroll prior to income tax withholding. Employees who have been employed by LIC for at least 30 days, and who work at least 20 hours per week, are eligible for the Section 125 Plan.
8. Eligibility for long-term disability insurance coverage ends the first day of the month following the date of employment termination.

## **LIFE INSURANCE**

LIC offers its employees a Life Insurance and Accidental Death and Dismemberment Plan effective

the first day of the month following 30 days from the date of hiring. All regular employees who are scheduled to work 30 hours per week or more are eligible for coverage. This coverage is offered at no cost to the employee. Temporary employees are not covered. These terms and conditions are subject to change at management's discretion and at any other time during a plan year to the extent allowable by law. It is the employee's responsibility to provide LIC with up-to-date beneficiary information. Coverage ends the first day of the month following the date of employment termination.

## **TAX-DEFERRED ANNUITY PLAN**

LIC offers its 403(b) Plan benefits to all regular employees, without restriction as to hours worked or a waiting period. In conjunction with its 403(b) Plan Administrator, Long Island Cares complies with all Internal Revenue Service procedural guidelines and regulations governing the administration of its 403(b) Plan. Long Island Cares is not responsible for losses which may be incurred by investors due to fluctuating market conditions or other economic events beyond the control of LIC.

In addition to the basic benefit of providing a 403(b) Plan, LIC may at its sole discretion offer a matching contribution as an additional incentive to its employees to save for their retirements.

1. LIC intends to continue the benefit of contribution matching for as long as its fiscal condition allows. However, LIC is under no obligation to continue such a match and may lower or discontinue it altogether at its sole discretion and at any time during the calendar year.
2. When a contribution match is in effect, LIC will match at a certain rate per dollar of employee contribution, up to a certain maximum percentage of annual pay.
3. If an employee in the Plan does not contribute up to this maximum percentage, LIC will match only the amount contributed by the employee. LIC is not obligated to match the full amount that could have been earned by this employee by maximizing his or her contribution.
4. Due to the amount of calculations and paperwork necessary to change 403(b) contributions, the temporary suspension of a scheduled employee contribution to be withheld from one paycheck is not allowed and changes to the schedule of contributions to be normally withheld from employee paychecks can be made only once per quarter during the calendar year.
5. The contribution match is calculated by the Plan Administrator so that it will be spread evenly over the remaining pay periods of the year. No matter how much is being matched, the last portion of the contribution match is made by LIC in late December or early January.
6. At the end of each calendar year, the Plan Administrator and LIC perform a reconciliation based on total amount of pay for the year. At that time, the total contribution match for the year may be adjusted up or down as needed to ensure that it is completely accurate.
7. Upon termination of employment, contributions and matching end immediately. The former employee then has three options concerning his or her 403(b) Plan balance. He or she can:

- a) take distribution of the balance as a lump sum payment, subject to possible income tax withholding and Internal Revenue Service penalty; b) leave the balance in the care of the Plan Administrator (not Long Island Cares) if the balance is over \$1,000; or c) have the Plan Administrator roll it over into another tax-deferred retirement account (401(k), IRA, etc).
8. An employee is always fully entitled to the balance of his or her own contributions to the 403(b) plan. The amount of matching contributions that he or she is entitled to is subject to vesting guidelines. Vesting corresponds to the number of years of continuous employment at LIC. The employee owns 20% of the match after 1 year of service, 40% after 2 years, 60% after 3 years, 80% after 4 years, and 100% after 5 years. These thresholds occur on hiring anniversary dates and there is no adjustment for time employed between anniversary dates.

## **JURY DUTY**

Employees required to serve on jury duty may do so without loss of pay or benefits, up to 10 days.

## **VOTING**

LIC encourages its employees to vote. Employees are requested to use personal time for this purpose or to take advantage of polling hours prior to the beginning or following the end of the workday.

## **UNPAID PERSONAL LEAVE**

This policy shall apply to all requests for unpaid leaves of absence for reasons that are not otherwise covered by the FMLA (see next section), other LIC policies, or other statutory requirements.

1. Regular employees may request unpaid leaves of absence from work for personal reasons for specific periods of time. Temporary employees are not included in this policy.
2. Personal leaves of absence without pay are granted at the sole discretion of LIC and only if the request is reasonable and not disruptive to departmental or organization operation. Employees taking unauthorized leaves of absence without pay are subject to dismissal.
3. Maximum unpaid personal leave of absence to be granted is ninety (90) calendar days.
4. During the period of unpaid personal leave, health insurance benefits remain in effect. An employee on unpaid personal leave will be required to remit to LIC each month, in advance, any portion of health insurance premiums that the employee paid during active employment.
5. Vacation, sick, and personal time accrual earnings and pay are suspended during the time an employee is on unpaid personal leave but length of service continues uninterrupted.
6. LIC cannot guarantee reinstatement to employees whose leave extends beyond 12 weeks in any 12-month period, except to the extent necessary to comply with applicable state or federal law.

7. Employees failing to report to work at the expiration of an approved leave of absence are considered to have voluntarily resigned.
8. Employees who take time off in excess of their accrued vacation, sick, and personal time are considered to be on unpaid personal leave for this time and therefore subject to this policy.

## **FAMILY AND MEDICAL LEAVE**

LIC's policy regarding unpaid personal leave is based upon the requirements of the Federal Family and Medical Leave Act of 1993 (the "FMLA"). At its discretion, LIC may grant regular employees unpaid personal leave for reasons not covered by the FMLA, but LIC will always use the FMLA as a guideline for the situations that would be covered by FMLA. Temporary employees are not included in this policy. The FMLA-based benefits provided by LIC are summarized as follows:

1. Eligibility – LIC employees are eligible for leave under the FMLA if:
  - a. The employee has been employed at LIC for at least twelve (12) months before the leave commences;
  - b. The employee has worked a minimum of 1,250 hours during the twelve (12) month period before leave commences; and
  - c. The employee works at a site which employs fifty (50) or more employees (LIC voluntarily waives this requirement which would otherwise exclude its participation).
2. Leave Entitlement - LIC will grant an eligible employee up to a total of 12 workweeks of unpaid leave in a 12 month period for one or more of the following reasons:
  - a. for the birth of a son or daughter, and to care for the newborn child;
  - b. for the placement with the employee of a child for adoption or foster care, and to care for the newly placed child;
  - c. to care for an immediate family member (spouse, child, or parent -- but not a parent "inlaw") with a serious health condition; and
  - d. when the employee is unable to work because of a serious health condition.Leave to care for a newborn child or for a newly placed child must conclude within 12 months after the birth or placement.
3. Intermittent/Reduced Schedule Leave - The FMLA permits employees to take leave on an intermittent basis or to work a reduced schedule under certain circumstances.
  - a. Intermittent/reduced schedule leave may be taken when medically necessary to care for a seriously ill family member or the employee's own serious health condition.
  - b. Intermittent/reduced schedule leave may be taken to care for a newborn or newly placed adopted or foster care child only with LIC's approval.Employees needing intermittent/reduced schedule leave for foreseeable medical treatment must work with LIC to schedule the leave so as not to unduly disrupt LIC's operations, subject to the approval of LIC's health care benefits provider. In such cases, LIC may transfer the employee temporarily to an alternative job with equivalent pay and benefits that accommodate recurring periods of leave better than the employee's regular job.

4. Substitution of Paid Leave - Employees may choose to use, or LIC may require the employee to use, accrued paid leave to cover some or all of the FMLA leave taken. Employees may choose, or LIC may require, the substitution of accrued paid vacation or personal leave for any of the situations covered by FMLA. The substitution of accrued sick or family leave is limited by LIC's policies governing the use of such leave.
5. Serious Health Condition - "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:
  - a. any period of incapacity or treatment connected with inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility; or
  - b. a period of incapacity requiring absence of more than three calendar days from work, school, or other regular daily activities that also involves continuing treatment by (or under the supervision of) a health care provider; or
  - c. any period of incapacity due to pregnancy, or for prenatal care; or any period of incapacity (or treatment therefore) due to a chronic serious health condition (e.g., asthma, diabetes, epilepsy, etc.); or a period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective (e.g., Alzheimer's, stroke, terminal diseases, etc.); or,
  - d. any absences to receive multiple treatments (including any period of recovery therefrom) by, or on referral by, a health care provider for a condition that likely would result in incapacity of more than three consecutive days if left untreated (e.g., chemotherapy, physical therapy, dialysis, etc.).
6. Medical Certification - LIC may require that the need for leave for a serious health condition of the employee or the employee's immediate family member be supported by a certification issued by a health care provider. LIC will allow the employee at least 15 calendar days to obtain the medical certification. LIC, at its own expense, require the employee to obtain a second medical certification from a health care provider. LIC may choose the health care provider for the second opinion, except that in most cases LIC may not regularly contract with or otherwise regularly use the services of the health care benefits provider. If the opinions of the employee's and LIC's designated health care providers differ, LIC may require the employee to obtain certification from a third health care provider, again at LIC's expense. This third opinion shall be final and binding. The third health care provider must be approved jointly by LIC and the employee.
7. Maintenance of Health Benefits – LIC will maintain group health insurance coverage, including family coverage, for an employee on FMLA leave on the same terms as if the employee continued to work. Where appropriate, arrangements will need to be made for employees taking unpaid FMLA leave to pay their share of health insurance premiums. For example, if the group health plan involves co-payments by LIC and the employee, an employee on unpaid FMLA leave must make arrangements to pay his or her normal portion of the insurance premiums to maintain insurance coverage, as must LIC. Such payments may be made under any arrangement voluntarily agreed to by LIC and employee. LIC's obligation to maintain health benefits under FMLA stops if and when an employee informs LIC of

intent not to return to work at the end of the leave period, or if the employee fails to return to work when the FMLA leave entitlement is exhausted. LIC's obligation also stops if the employee's premium payment is more than 30 days late and LIC has given the employee written notice at least 15 days in advance advising that coverage will cease if payment is not received. In some circumstances, LIC may recover premiums it paid to maintain health insurance coverage for an employee who fails to return to work from FMLA leave.

8. Other Benefits - Certain types of earned benefits, such as seniority or paid leave, need not continue to accrue during periods of unpaid FMLA leave provided that such benefits do not accrue for employees on other types of unpaid leave. For other benefits, such as elected life insurance coverage, LIC and the employee may make arrangements to continue benefits during periods of unpaid FMLA leave. LIC may elect to continue such benefits to ensure that the employee will be eligible to be restored to the same benefits upon returning to work. At the conclusion of the leave, LIC may recover only the employee's share of premiums it paid to maintain other "non-health" benefits during unpaid FMLA leave.
9. Job Restoration - Upon return from FMLA leave, an employee must be restored to his or her original job, or to an "equivalent" job, which means virtually identical to the original job in terms of pay, benefits, and other employment terms and conditions. In addition, an employee's use of FMLA leave cannot result in the loss of any employment benefit that the employee earned or was entitled to before using (but not necessarily during) FMLA leave.
10. "Key" Employee Exception - Under limited circumstances where restoration to employment will cause "substantial and grievous economic injury" to its operations, LIC may refuse to reinstate certain highly-paid, salaried "key" employees. In order to do so, LIC must notify the employee in writing of his/her status as a "key" employee (as defined by FMLA), the reasons for denying job restoration, and provide the employee a reasonable opportunity to return to work after so notifying the employee.

## **BEREAVEMENT LEAVE**

1. Up to three (3) days paid leave time is provided to regular employees in the event of a death of an immediate family member. Temporary employees are not included in this policy.
2. Immediate family members include: parent, sister/brother, spouse/life partner, child, parent-in-law, grandparent or grandchild.
3. Bereavement leave may not be taken more than five (5) days from the death of the immediate family member/life partner.
4. Regular part-time employees receive bereavement pay on a prorated basis. The amount of pay for each bereavement day is determined by the workdays per week and the number of hours per day that the part-time employee is normally scheduled to work.
5. Time paid for bereavement leave will not be counted as hours worked for purposes of

computing overtime.

6. Bereavement leave pay will not be paid in addition to any other pay received for the same day, such as holiday pay, sick/personal use days, etc.
7. If an employee uses a bereavement leave day while on vacation, additional vacation days may be granted.

## **SEXUAL AND OTHER FORMS OF HARASSMENT**

In order to provide a productive and pleasant working environment, it is important that we at LIC maintain an atmosphere characterized by mutual respect. Accordingly, the kind of conduct characterized as harassment below will not be tolerated:

1. In general, ethnic or racial slurs and other verbal or physical conduct relating to a person's race, color, religion, national origin or handicap constitute harassment when they unreasonably interfere with a person's work performance or create an intimidating work environment.
2. Sexual harassment has been defined by federal and state regulations as a form of sex discrimination. It can consist of unwelcome sexual advances, requests for sexual favors, the display of derogatory posters, cartoon or drawings, or other physical or verbal conduct of a sexual nature by supervisors or others in the workplace. Sexual harassment exists when:
  - a. supervisors or managers make submission to such conduct either an explicit or implicit term or condition of employment (including hiring, compensation, promotion or retention); or
  - b. submission to or rejection of such conduct is used by supervisors or managers as a basis for employment decisions; or
  - c. such conduct by any other employee unreasonably interferes with an employee's work performance or creates an intimidating work environment.
3. An employee or employment applicant who feels that he/she has been harassed, as defined above, is strongly encouraged to immediately bring the subject to the attention of the appropriate supervisor or to the Executive Director.
4. Inquiries and/or complaints will be investigated immediately by the Executive Director. Any investigation will be conducted in as confidential a manner as is compatible with a thorough investigation of the complaint.
5. Any employee determined by impartial investigation to have harassed another employee or applicant for employment will be subject to appropriate disciplinary procedures up to and including termination.
6. A non-employee who subjects an employee to sexual harassment in the workplace will be informed of the harassment policy by the employee's supervisor or manager. Other action

may be taken as appropriate, including requiring the offending individual to leave the premises and calling the police if immediate compliance is not demonstrated.

7. Neither LIC nor its management will in any way retaliate against an individual who raises a good faith complaint alleging harassment or discrimination, or cooperates in any investigation. Retaliation is a serious violation of policy and will subject any employee who engages in retaliatory behavior to the same strict discipline as the harassing individual.
  - a. To the extent practical and appropriate, complaints of harassment or discrimination and the subsequent investigations will be treated as discreetly as possible. All investigations will be promptly handled, and designed to protect the privacy of, and minimize suspicion toward, all parties concerned.
  - b. Employee cooperation in investigations is viewed as a condition of employment. Refusal or failure to cooperate with any aspect of this policy may result in disciplinary action, up to and including termination of employment.
  - c. Allegations that are substantiated will result in appropriate disciplinary actions against the harassing individual, up to and including termination. Likewise, false accusations may result in appropriate disciplinary action.

## **GENERAL OFFICE REGULATIONS**

### **Smoking**

Smoking is prohibited anywhere inside LIC building. Employees may smoke in designated areas outside of the building provided that they dispose of their smoking materials (i.e., butts) properly.

### **Alcohol**

1. Employees are not allowed to possess or use alcoholic beverages while on LIC premises or while performing any work for LIC whether on or off LIC premises. The only exception to this policy occurs when LIC employees are called upon as part of their duties to attend social events as LIC representatives. On such occasions, employees must exercise moderation in the consumption of alcoholic beverages in the interest of safety and organization image.
2. Employees are expected to report to work free from any influence of alcohol which would impair the ability to perform job functions, and to remain free from such influence while on LIC premises or while performing any work for LIC.
3. Employees who violate this policy may be subject to disciplinary action up to and including termination.

### **Substance Abuse**

1. Employees must report to work free from the influence of drugs or narcotics that might impair the ability to perform work and to remain free from such influence or impairment

while on LIC premises or while performing work for LIC off premises.

2. Employees found possessing, using or under the influence of, selling or distributing unlawful controlled substances on LIC premises, or while conducting LIC business at any location, may be subject to immediate termination and be reported to law enforcement authorities.

### **Telephone**

Telephones are the most important and frequently used way of communicating with our clients. Therefore, efficiency requires that our telephones be used exclusively for business purposes. Employees who violate this policy may be subject to disciplinary action up to and including termination.

### **Donated Food**

Employees will not sell, offer for sale, barter, use, consume, or take any donated food items or other non-food products donated to Long Island Cares. Employees shall not and cannot consider any of the above mentioned products as a “gift” to said employee personally. Willful violation of this rule will result in disciplinary action up to and including termination.

## **STAFF/PROGRAM PARTICIPANT RELATIONS AND CONFIDENTIALITY**

This policy addresses the proper relationship between LIC employees and its member agencies and clients. This policy is in compliance with the LIC Employee Conflict of Interest Policy (see page 3).

Statement of General Policy:

LIC employees are expected to work on a professional basis with program participants at all times. Employees must avoid any type of relationship with a program participant that could compromise that professionalism or create an actual or potential conflict with the primary role of service provider, educator or advocate on behalf of LIC.

Additional Policy and Procedure Details:

1. No employee may act on behalf of any program participant as an executor of a will, as an attorney-in-fact under a power of attorney; or as a health care agent under a living will or health care proxy. In addition, no employee may receive any property under a program participant’s non-probate assets (including insurance proceeds, death benefits and pay-on-death or joint bank accounts). No employee may be recipient of financial or material gain from or on behalf of a program participant (except for a token personal memento of no appreciable value, i.e., \$10 or less). Any employee who discovers that such benefit or responsibility has been bestowed upon him/her must immediately report that fact to his/her supervisor. Any employee who accepts such responsibility or benefit or entered into such relationship will be subject to immediate termination, unless satisfactory justification for such responsibility or benefit is given, e.g., that the employee is a close family member of the

program participant.

2. LIC prohibits sexual relationships between employees and program participants. A relationship of this type creates conflict with the primary role of service provider, educator or advocate. If such relationship develops, the employee must disclose the relationship and the identity of the program participant to his/her supervisor and may not participate in providing services to that program participant.
3. LIC employees may learn information about program participants that is of a highly personal and confidential nature. Examples of such information might include but not limited to: HIV status, medical conditions and treatments, finances, living arrangements, employment, sexual orientation, identifying information (address, telephone number), and relations with family members. Such information must be treated as confidential and cannot be disclosed to any person who is not affiliated with LIC and authorized by LIC to receive the information without specific consent from the client.
4. As a condition of employment, all employees are required to enter into and abide by the pledge of confidentiality and compliance with staff/program participants' relations policy. Violations of that pledge will subject the employee to disciplinary actions, including immediate termination and may also subject the employee to legal liability.

## **EMPLOYEE PRIVACY**

LIC recognizes its employees' rights to privacy. In collecting, maintaining, disclosing, and disposing of personnel information about employees, LIC makes every reasonable effort to protect employees' privacy rights and interests and prevent inappropriate or unnecessary disclosures of information from any employee's file or record. To further this goal, LIC sets forth these policies:

1. LIC collects and retains personal information only as needed to conduct business and administer employment and benefit programs. Personal information collected by the Company includes employee names, addresses, telephone numbers, e-mail addresses, emergency contact information, EEO data, social security numbers, dates of birth, employment eligibility data, benefit plans enrollment information, which may include dependent personal information, and school/college or certification credentials.
2. The security and confidentiality of all personal information in our records will be protected. Violations of this policy will result in disciplinary action.
3. LIC does not release sensitive information about employees or former employees to outsiders without written consent, unless required by judicial order, federal or state laws, or an investigation by a law enforcement or government agency.
4. LIC reserves the right to use global positioning system (GPS) or similar technology to monitor the location and activities of organization vehicles for safety, job performance, and distribution/service efficiency reasons.

5. Internal access to personnel records is limited to managers having a business-related need for information about their employees and only the specifically required records will be released.
6. Employee personnel files and the information therein remain the property of LIC.

## **COMPUTER AND TELECOMMUNICATION USE**

Computer and telecommunication equipment is provided by Long Island Cares (“LIC”) to its employees in order to facilitate the performance of their duties and the attainment of organization goals. It should be understood that such computer and telecommunication equipment, including peripheral hardware, programs and files, Internet access, e-mail system, and server network, are the property of LIC.

The intention of this policy is to protect the interests of LIC and its employees by setting forth the conditions under which these tools are to be appropriately used in a business environment and only for the purposes intended by LIC upon making them available to its employees:

1. LIC purchases and licenses the use of various computer and telecommunication software for business purposes and does not own the copyright to this software or related documentation. Employees may not copy software or documentation for any purpose, nor use any of these materials to install programs on other computer and telecommunication units. Making unauthorized copies of software or using software without licensed authorization is a breach of the software agreement and constitutes theft of property and services.
2. Employees must not use LIC’s computer and telecommunication equipment to conduct any activities or transmit, distribute, or store material that:
  - a. may be harmful to or interfere with the computer and telecommunication equipment of internal and external networks, systems, services, or web sites;
  - b. may damage the computer and telecommunication equipment;
  - c. is in violation of any applicable law or regulation; or
  - d. may expose LIC to criminal or civil liability.
3. LIC’s computer and telecommunication equipment may not be used to copy, send, or receive unauthorized copyrighted materials, trade secrets, proprietary financial information, or similar materials. Sending, posting, disclosure, or unauthorized use of confidential material, trade secrets, or proprietary LIC information outside of the organization is also prohibited.
4. Employees are prohibited from using LIC computer and telecommunication equipment to compose, store, transmit, or receive via the Internet, by e-mail, or by text message, any image, data, or other content that could be considered discriminatory, offensive, obscene, threatening, harassing, intimidating, or disruptive images and data to an employee, client, agent, vendor, or other person associated directly or indirectly with Long Island Cares.
5. Employees must not use LIC’s telecommunication equipment in an unsafe and illegal manner, such as sending text messages or making telephone calls while operating a motor

vehicle. These activities are illegal under state law and will not be tolerated by LIC.

6. Employees may not commit LIC to the purchase or lease of computers and telecommunication hardware, software, or consulting services without the approval of the Executive Director, with technical guidance and advice from the Controller.
7. Employees may not upload from disk or download from the Internet any program or application that would significantly alter the performance, appearance, or compatibility of an existing program, operating system, or computer network without the permission of the Executive Director, with technical guidance and advice from the Controller.
8. LIC computer and telecommunication equipment is intended solely for activities related to the job assignments and business responsibilities of its employees.
9. The use of LIC computer and telecommunication equipment for personal gain by the conduct of private business is strictly prohibited.
10. Engaging in unauthorized transactions that may incur a cost to the organization or initiate unwanted and damaging Internet services or solicitations is prohibited.
11. Using LIC computer and telecommunication equipment to express personal opinions by representing them as those of Long Island Cares or its Board of Directors is prohibited.
12. Unauthorized accessing of internal LIC organization systems is prohibited. This includes stealing, using, or disclosing logon codes and passwords, files, or data contained therein.
13. Personal, non-work related material is not to be processed or stored on the organization's computer and telecommunication system. LIC will not be responsible for such material.
14. The confidentiality of any data, information, and messages processed or stored on LIC computer and telecommunication equipment should not be assumed, and an employee should have no reasonable expectation of privacy when using a networked organization computer or telecommunication unit.
15. LIC, as permitted by applicable law, reserves the right to access, search, review, and audit its computer and telecommunication systems at will; monitor data, information, and messages for any reason; and disclose selected contents without notice or restrictions in order to ensure that such data, information, and messages are legal and for business purposes only.
16. Employees who violate this policy may be subject to disciplinary action up to and including termination. LIC may investigate prohibited activity, and may involve and cooperate with law enforcement authorities in prosecuting employees involved in illegal activity.

## WORKPLACE SAFETY

Long Island Cares is sincerely concerned for the health and well being of each member of the team. A safe workplace takes teamwork. Your actions and concern for safety, or lack of them, can affect not only your health and well-being, but those of your co-workers and the organization itself. We take your safety seriously and you should as well. For this reason, willful or habitual violation of safety rules will be considered cause for dismissal from Long Island Cares.

The commitment at all levels of management to safe working procedures and conditions is absolutely necessary for a safe work environment. All managers and supervisors must be held accountable for their responsibilities under the program, including communication of safety procedures and practices to their staff, supervision so that these policies are followed, detection and correction of unsafe and unhealthy actions and conditions, and following up on employee feedback concerning safety issues.

Any injury at work, no matter how small, must be reported immediately to your supervisor and receive first aid attention. Serious conditions often arise from small injuries if they are not cared for at once. You will be asked to fill out, or provide answers to questions on an accident investigation form. Please provide only factual observations for “Who, What, When, and Where” questions; your personal opinions will be valued for questions involving “Why.”

To ensure your safety, and that of your co-workers, please observe and obey the following rules and guidelines. Some of these may not apply to all employees:

- Learn, observe, and practice the safety procedures established for your particular job.
- At all times, use common sense. Think, focus, and concentrate on what you are doing.
- Never distract another employee, as you might cause him or her to be injured. If necessary to get the attention of another employee, wait until it can be done safely.
- Lift properly—use your legs, not your back. For heavier loads, ask for assistance.
- Do not operate machines or equipment until you have been properly instructed and authorized to do so by your supervisor. Do not allow visitors, interns, or volunteers to do so until they have been properly instructed and authorized by your supervisor.
- Do not wear loose clothing or jewelry around machinery. It may catch on moving equipment and cause a serious injury. Do not adjust, clean, or oil moving machinery.
- Wear protective equipment where required, such as goggles, safety glasses, masks, gloves, work boots, etc. Do not disengage or circumvent equipment safety features.
- Shut off electrical and motor equipment when leaving, even for short periods of time.
- Do not tamper with electric switches or the controls of unfamiliar equipment.
- Forklifts will be operated only by authorized personnel. Walk-type lift trucks will not be ridden and no one but the operator is permitted to ride forklifts. Do not exceed a speed that is safe for existing conditions. Forklifts are to be parked in safe areas.
- Keep your work area clean. Look for things that could cause accidents and fix them.
- Do not clutter your work area with files, papers, boxes, trash, etc. Keep walkways clear and never take hazardous shortcuts when moving from one place to another.

- Clean up spilled liquid, oil, or grease immediately. Place trash in proper containers.
- Pile materials, skids, bins, boxes, or other equipment so as not to block aisles, exits, firefighting equipment, electric lighting or power panel, valves, etc.
- Do not block access to fire extinguishers. Keep fire doors and aisles clear at all times.
- Smoke only in designated areas outside and never inside the building or near exits.
- Fighting, running, athletic games, and horseplay are forbidden in our building and anywhere on our property. Do not engage in such other practices that are not consistent with ordinary and reasonable common sense safety rules and behavior.
- While traveling on business, use caution to arrive at your destination safely. For example, do not use telecommunication equipment in an unsafe and illegal manner, such as sending text messages or making telephone calls while operating a motor vehicle. Obey all traffic laws.
- In case of sickness or injury, no matter how slight, report at once to your supervisor.
- An employee should not treat his/her own or someone else's injuries beyond simple first aid, and should take care not to injure oneself in responding to another injury.
- In case of injury resulting in possible fracture to legs, back, or neck, or any accident resulting in an unconscious condition, or a severe head injury, the person is not to be moved until medical attention has been given by authorized personnel.
- **HELP PREVENT ACCIDENTS.** Report unsafe conditions or acts to your supervisor. This includes any unsafe behavior by another employee. This communication is to be held in strict confidence by the supervisor, who will then determine the proper course of action.

## **EMPLOYMENT AT WILL**

LIC reserves the right to hire, employ, and discharge “at will.” LIC, at its sole discretion, may counsel, warn, reassign, demote, or discharge any employee at will, at any time, for any legal and non-discriminatory reason.

## **WAGE AND SALARY LEVELS**

LIC reserves the right to set wage and salary levels according to current job requirements and market conditions, without consideration for LIC seniority. Similarly, LIC reserves the right to give merit and cost-of-living wage and salary increases in the amounts and at the times of its choosing.

## **PERFORMANCE IMPROVEMENT**

Performance improvement may be required whenever management believes that an employee’s performance is less than satisfactory and can be resolved through effective corrective action. The steps in performance improvement may include verbal counseling, documentation of performance problems, written warnings, suspensions with or without pay, and probationary status in which the employee is advised in writing that termination will occur if improvement in performance or conduct is not achieved within the probationary period. The employee is entitled to copies of all written documents prepared during the performance improvement process. These documents become part of the employee’s personnel file. Employee personnel files and the information therein remain the

property of LIC. Employees do not have the right to access their own personnel files.

## **TERMINATION**

Involuntary termination from LIC employment may result from unsatisfactory job performance that cannot be resolved by corrective counseling, as described above. Termination may also result from repeated minor violations of policy or good business practice or in those cases where a major violation has occurred which cannot be tolerated at LIC's sole discretion. All employee benefits end upon termination from LIC employment.

The following definitions of violations, for which corrective counseling, performance improvement, or other disciplinary action may be taken, are merely illustrative and not limited to these examples. A particular violation may be major or minor, depending on the surrounding facts or circumstances.

Minor Violations — These less serious violations affect the continuity and efficiency of work as well as harmony within the organization. They typically lead to corrective counseling unless repeated or when unrelated incidents occur in rapid succession, whereupon termination may result:

1. Excessive tardiness;
2. Excessive absenteeism;
3. Failure to notify the manager of intended absence either before or within one hour after the start of a shift;
4. Leaving company premises during working hours for personal reasons without authorization;
5. Interfering with another employee's job performance;
6. Performing unauthorized personal work on company time;
7. Failure to perform the expected duties of one's position in a reasonable amount of time and in accordance with organization requirements.
8. Unauthorized use of the company telephone, Internet or equipment for personal business.

Major Violations — These more serious violations include any deliberate or willful infraction of company rules and may immediately result in the termination of employment:

1. Fighting on company premises;
2. Bringing firearms or weapons onto LIC premises;
3. Any act which endangers the safety or lives of others;
4. Deliberately stealing, destroying, abusing, or damaging company property, tools, or equipment, or the property of another employee or visitor;
5. Disclosure of confidential company information or trade secrets to unauthorized persons;
6. Alcohol or substance abuse on LIC premises or while performing LIC work off premises.
7. Sexual and other forms of harassment of LIC employees, clients, volunteers, or vendors.
8. Falsification of educational achievements, employment history, or professional credentials.
9. Failing to report to work without excuse or management approval for three consecutive days;
10. Repeated occurrences of related or unrelated minor violations, depending upon the severity of the violation and the circumstances.

## **RESIGNATION**

An employee desiring to voluntarily leave employment is expected to give as much notice as possible. Two weeks is considered to be standard; however, management personnel (directors, managers, coordinators) are expected to provide LIC with at least four (4) weeks notice. If management, at its sole discretion, decides to allow a resigning employee to leave immediately after having given such notice, the employee will receive pay “in lieu of notice” at the former amount of weekly pay up to a maximum of the two to four weeks of notice given. Note: This does not apply to employees who have been involuntarily terminated by management.

**ACKNOWLEDGMENT OF RECEIPT OF HANDBOOK, EMPLOYMENT AT-WILL STATUS,  
AND PROHIBITION OF VIOLATIONS AND IMPROPER ACTIONS**

1. LIC requires each employee to sign a written statement acknowledging receipt and review of this Personnel Handbook and acknowledging their employment-at-will status. This statement also acknowledges the prohibition of gross and/or repeated violations and improper actions.
2. The signed acknowledgment is a condition of employment with LIC.
3. A copy of the acknowledgment will be kept in each employee's personnel file.
4. The employee may request a copy of this statement.

**PLEDGE OF CONFIDENTIALITY AND COMPLIANCE WITH STAFF/PROGRAM  
PARTICIPANT RELATIONS POLICY**

1. LIC requires each employee to sign a written statement pledging confidentiality and compliance with the Staff/Program Participant Relations Policy.
2. The signed acknowledgment is a condition of employment with LIC.
3. A copy of the acknowledgment will be kept in each employee's personnel file.
4. The employee may request a copy of this statement.

(Both statements follow this page and are to be detached from this Personnel Handbook.)

**ACKNOWLEDGMENT OF RECEIPT OF HANDBOOK, EMPLOYMENT AT-WILL STATUS,  
AND PROHIBITION OF VIOLATIONS AND IMPROPER ACTIONS**

I, \_\_\_\_\_, hereby acknowledge receipt of the LIC Personnel Handbook (“Handbook”) and declare that I have fully read and understand the contents hereof. I realize and acknowledge that gross and repeated violations of the policies and procedures contained herein may result in disciplinary action up to and including termination of my employment at LIC.

I further acknowledge and understand that my employment with LIC is at-will, that I may be terminated at any time for any legal and non-discriminatory reason, that I may resign at any time for any reason, and that nothing contained in the Handbook or any oral representations to the contrary alters my at-will status.

I further acknowledge and understand that employees or volunteers will not sell, offer for sale, barter, use, consume, or take any donated food items or other non-food products donated to or purchased by Long Island Cares. Employees or volunteers shall not consider any of the above mentioned products as a "gift" to said employee/volunteer personally. Willful violation of this rule will result in disciplinary action up to and including termination of employment at LIC.

I make these acknowledgments freely, voluntarily and without coercion.

Date: \_\_\_\_\_  
Employee \_\_\_\_\_

WITNESSED FOR LONG ISLAND CARES, INC.

Date: \_\_\_\_\_ By: \_\_\_\_\_

**PLEDGE OF CONFIDENTIALITY AND COMPLIANCE WITH STAFF/PROGRAM  
PARTICIPANT RELATIONS POLICY**

I, \_\_\_\_\_, an employee of LIC understand that in the course of my work for LIC, may learn certain facts about individuals being served by LIC that are of a highly personal and confidential nature. Examples of such information are, but not limited to: medical condition and treatment, finances, living arrangements, employment, substance use, sexual orientation, identifying information and relations with family members. I understand that all such information must be treated as completely personal and confidential. I agree not to disclose any information of a personal and confidential nature to any person who is not also affiliated with LIC and authorized by LIC to have such information without the specific consent of the individual to whom such information pertains. I understand that unauthorized disclosure will be considered grounds for disciplinary action including immediate termination of my employment.

I also understand that in the course of my work for LIC, I may provide services to program participants of LIC and that all contacts with program participants must be entirely professional and free from any actual or potential conflict with my primary role of service provider, educator or advocate on behalf of LIC. I understand that I cannot (i) act on behalf of any program participant as an executor of a will, as an attorney-in-fact under a power of attorney, or as a health care agent under a living will or health care proxy, (ii) receive any property under a program participant's will or as the beneficiary of a program participant's non-probate assets (including insurance proceeds, death benefits and pay-on-death or joint bank accounts), or (iii) receive financial or material gain from or on behalf of a program participant (except for a token personal memento of no appreciable value, i.e., \$10 or less). I agree not to accept such responsibilities or benefits from or on behalf of a program participant or enter into such relationships and to disclose any such relationship of which I become aware. I understand that any violation of this prohibition will be considered grounds for disciplinary action up to and including termination of my employment.

\_\_\_\_\_  
Employee signature

\_\_\_\_\_  
Employee printed name

\_\_\_\_\_  
Witness

Date: \_\_\_\_\_