



Employee Handbook

Workforce Development Board

Herkimer, Madison and Oneida Counties, Inc.

Revised: May 2019

Table of Contents

I. INTRODUCTION	1
A. WELCOME STATEMENT	1
B. DESCRIPTION OF HANDBOOK	1
II. EMPLOYMENT RELATIONSHIP	2
A. EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER	2
B. EMPLOYMENT AT WILL	2
III. COMMENCING EMPLOYMENT	3
A. ORIENTATION PERIOD	3
B. JOB DUTIES	3
IV. COMPENSATION	3
A. WORKING HOURS & SCHEDULE	3
B. TIMEKEEPING PROCEDURES	4
C. OVERTIME	4
D. PAYMENT OF WAGES	4
E. SALARY PROGRAM	4
F. PAYROLL DEDUCTIONS	5
V. BENEFITS	5
A. INSURANCE BENEFITS	5
B. HOLIDAYS	6

C.	VACATIONS	6
D.	SICK LEAVE/PERSONAL LEAVE TIME	8
E.	LEAVES OF ABSENCE	8
F.	PAID FAMILY LEAVE	9
G.	OTHER TIME OFF.....	10
H.	RETIREMENT.....	12
VI.	PERSONNEL.....	13
A.	PERFORMANCE EVALUATIONS	13
B.	CONFIDENTIALITY	13
C.	PERSONNEL RECORDS	14
D.	DRESS AND PERSONAL APPEARANCE	14
E.	WORK RELATED TRAVEL AND CONFERENCES	14
F.	BUSINESS REIMBURSEMENT.....	14
VII.	CONDUCT	15
A.	STANDARDS OF CONDUCT	15
B.	UNLAWFUL HARASSMENT	15
C.	POLICIES AGAINST WORKPLACE VIOLENCE.....	19
D.	PROHIBITED CONDUCT	20
E.	DRUG & ALCOHOL ABUSE	21

VIII. TECHNOLOGY	22
A. COMPUTER HARDWARE.....	22
B. SOFTWARE ON THE WDB MACHINES.....	22
C. TELEPHONES	23
D. INTERNET USAGE.....	23
E. EMAIL USAGE.....	24
F. PASSWORDS.....	24
G. ACCESS TO INFORMATION	24
H. YOUR RESPONSIBILITIES.....	24
IX. THE WDB FACILITIES.....	24
A. OPERATION OF VEHICLES	24
B. SMOKING POLICY	25
C. HEALTH & SAFETY.....	25
X. TERMINATION.....	25
A. VOLUNTARY TERMINATIONS	25
B. INVOLUNTARY TERMINATIONS.....	25
C. REDUCTIONS IN FORCE	26
XI. ACKNOWLEDGMENT & AGREEMENT	27

I. INTRODUCTION

A. WELCOME STATEMENT

Congratulations and thank you for accepting the Workforce Development Board of Herkimer, Madison and Oneida Counties (WDB) offer of employment. You have been hired because you have the skills and potential to help the WDB continue to be successful.

You are a valuable member of the WDB team with an important role in its operations. The WDB values the abilities, experience and background that you bring to the organization.

B. DESCRIPTION OF HANDBOOK

This handbook provides Employees with a valuable resource they can use to reference the policies and practices of the WDB. Each Employee is expected to read this carefully as it applies to all Employees and is a necessary tool for understanding your job and the WDB.

Not all the WDB policies and procedures are set forth in this Employee Handbook. We have summarized more important ones.

The WDB takes pride in treating individuals fairly and consistently and will make every effort to ensure that the policies and practices contained in this handbook are enforced uniformly.

N.B. – The policies and practices of the WDB comply with fair employment laws as well as state and federal laws and statutes.

This Employee Handbook supersedes all previously issued Employee Handbooks and inconsistent verbal or written policy statements. The WDB management reserves the right to revise, delete, and add to the policies and provisions of this Employee Handbook at any time. No oral statements or representations can change the provisions of this Employee Handbook. This Employee Handbook is the property of WDB and may be reproduced only with the permission of someone in management. All rights are reserved.

II. EMPLOYMENT RELATIONSHIP

A. EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER

The WDB is an equal employment opportunity employer. It is the WDB's policy to comply with all applicable laws prohibiting discrimination based on race, color, creed, sex, age, national origin or ancestry, physical or mental disability, veteran status, marital status, as well as any other category protected by federal, state, or local laws. All such discrimination is unlawful and all persons involved in the operations of the WDB are prohibited from engaging in this type of conduct.

In accordance with applicable federal and state law protecting qualified individuals with known disabilities, the WDB will accommodate those individuals. Any qualified applicant or Employee with a disability who requires an accommodation in order to perform the essential functions of the job should contact the Executive Director or Chair of the WDB and request an accommodation.

If you believe there has been any violation, you should report the instance of unlawful discrimination to the Equal Employment Opportunity (EEO) Officer, regardless of whether you or someone else is the subject of the discrimination. Detailed reports - including names, descriptions, and actual events or statements made - will greatly enhance the WDB's ability to investigate. Any documents supporting the allegations should also be submitted. Based on your report, the WDB will conduct an investigation. The WDB prohibits any and all retaliation for submitting a report of unlawful discrimination and for cooperating in any investigation. Any Employee who retaliates against the accuser or those involved in the investigation will be disciplined, up to and including discharge from employment.

If the investigation determines that prohibited discrimination or other conduct violating Company policy has occurred, the WDB will take disciplinary action, up to and including termination of employment, against those who engaged in the misconduct. The WDB will also evaluate whether other employment practices should be added or modified in order to deter and prevent that conduct in the future. You will be informed of whatever action(s) the WDB takes to resolve and remedy the situation.

B. EMPLOYMENT AT WILL

New York is an employment at-will state meaning that employment at the WDB may be terminated for any reason, with or without cause or notice, at any time by the Employee or the WDB. None of the WDB's personnel documents and/or benefits, including this Employee Handbook or any oral or written statement, shall limit the right to terminate employment at will. No Manager, Supervisor or Employee of the WDB shall have any authority to enter into an employment agreement, express or implied, with any Employee providing for employment other than at-will.

This policy of at-will employment is the sole and entire agreement between you and the WDB as to the duration of employment and the circumstances under which employment may be terminated.

With the exception of employment at will, the terms and conditions of employment with the WDB may be modified at the sole discretion of the WDB with or without cause or notice at any time. Any other statement, conduct, policy, or practice can establish no implied contract concerning any employment-related decision or term or condition of employment. Examples of the types of terms and conditions of employment that are within the sole discretion of the WDB include, but are not limited to, the following: promotion; demotion; transfers; hiring decisions; compensation; benefits; qualifications; discipline; layoff or recall; rules; hours and schedules; work assignments; job duties

and responsibilities; subcontracting; reduction, cessation, or expansion of programs, relocation, merger, or consolidation of programs; or any other terms and conditions that the WDB may determine to be necessary for the safe, efficient, and effective operation of its programs.

III. COMMENCING EMPLOYMENT

A. ORIENTATION PERIOD

The orientation period is 90 days. During this time you will learn your duties and responsibilities, and familiarize yourself with the WDB in general. The orientation period provides an opportunity to assess your qualifications, performance and potential. It also gives you an opportunity to determine whether the position meets your expectations. The orientation period may be extended at the discretion of the Executive Director. Completion of the orientation period does not guarantee continued employment and does not change the at-will nature of the employment relationship.

B. JOB DUTIES

As part of your initial orientation, you will learn the various duties and responsibilities of your job. The WDB maintains certain expectations and standards applicable to your job position.

If for any reason you think you cannot complete any assigned duties, you should inform your Supervisor as soon as you become aware of the situation.

It is expected that Employees will perform additional duties and assume additional responsibilities as needed by their Supervisor for the efficient operation of the WDB. In order to adjust to changes in our programs, it may become necessary to add to or remove certain duties and responsibilities, or reassign you to an alternate position.

IV. COMPENSATION

A. WORKING HOURS & SCHEDULE

Standard WDB office hours are 8:30 AM to 4:30 PM, Monday through Friday. The standard workweek is 35 hours, with 7 hours worked per day. Certain grant programs may require that an employee works a different hourly schedule. All employees are required by law to take a 30-min lunch break after they work 6 hours. Employees may take up to a one-hour unpaid lunch break.

You are expected to work your scheduled hours. If you cannot avoid being late or are unable to work as scheduled, you must call the office by 9:00 am. If you are unable to speak with your Supervisor directly, you must indicate how you can be reached. If you fail to report for work for three consecutive days without any notification to your Supervisor, you will be considered to have abandoned your employment.

Employees in certain positions have the option of using FlexTime. Under this program, you may establish an alternate 7-hour workday with the advance approval of your Supervisor. Once a FlexTime schedule is established, it cannot be changed without permission. Office FlexTime hours generally ranges between 7:30 AM and 6:00 PM. Employees on FlexTime may take a half-hour or one hour lunch break. WDB employees are required to clock out for their lunch break and clock in upon their return to work.

Occasionally, the WDB needs may require that you work a different schedule. Notice of such requirements will be provided as far in advance as possible.

B. TIMEKEEPING PROCEDURES

Employees must record the actual time worked for payroll and benefit purposes. Accurate time records must be kept, recording the time work begins and ends, the beginning and end of each meal period, as well as any departure from work for a non-work-related reason.

Timesheets are reviewed and approved by the Executive Director prior to being sent to Human Resources. It is your responsibility to sign your time record to certify the accuracy of all time recorded. Your Supervisor has the authority to modify or correct your timesheet. Any false reporting of time worked may result in termination of employment.

C. OVERTIME

The duties and functions of each position at the WDB were designed to be performed within a regular 35-hour work week. When operating requirements or other needs of the organization cannot be met during regular working hours, you may be required to work overtime. All overtime work must be authorized in advance. Employees will be paid time and one-half compensation for all hours worked in excess of 40 in one work week and as otherwise required by state and federal law.

D. PAYMENT OF WAGES

1. Payroll Procedures

The standard pay period runs from 12:01 a.m. Monday through 12:00 p.m. the second following Friday, representing 10 business days and 70 hours. Paychecks are issued every other Thursday, with adjustments as necessary to accommodate holiday, etc.

2. Paycheck Policies

Paychecks are normally available by 12:00 p.m. on a payday. If there is an error in your check, please report it immediately to your Supervisor. If you do not have direct deposit, there may be times when you cannot pick up your paycheck. The WDB will not release your paycheck to anyone other than yourself unless arrangements have been made in advance.

E. SALARY PROGRAM

The WDB's salary program is designed and administered to attract and retain qualified people and recognize and reward individual performance. It is our intention that your salary be fair for the position you hold and your performance in it.

The WDB's salary program has been carefully developed and aims to do the following:

- Provide salary opportunity tied to the level of your performance.
- Establish a salary range for your job which compares favorably with the salary range offered by other local employers.
- Provide benefits that enhance the total compensation package.

Your total compensation at the WDB is comprised of your salary and company-paid benefits.

1. Salary Advances/Loans

The WDB does not permit advances on paychecks or against accrued paid time off or vacation.

2. Automatic Deposit

The WDB provides for automatic deposit of your paycheck directly into your bank account. The required enrollment and consent form is available from the Human Resources Office.

F. PAYROLL DEDUCTIONS

Various deductions will be made from your paycheck in order to comply with state and federal laws. Deductions can also be made for Employee contributions to voluntary medical and dental insurance, the WDB 403(b) plan, and other applicable Company benefits.

V. BENEFITS

A. INSURANCE BENEFITS

1. Medical Insurance

The WDB pays a portion of the cost of an individual or family health insurance premium for eligible, full-time Employees. Health insurance benefits become effective on the first day of the month following the date of hire as a full-time Employee. Copies of the group insurance plan and a summary document are available.

2. Workers' Compensation

If you are injured or become ill on the job, you may receive Workers' Compensation insurance benefits. These benefits may include medical care, compensation, and vocational rehabilitation. To receive Workers' Compensation benefits, you must:

- a. Report any work-related injury to your Supervisor immediately.
- b. Complete a written claim form and return it to the Executive Director.
- c. Seek medical treatment and follow-up care if required.

Any person who knowingly makes or presents a false statement or representation, or fails to disclose a material fact for the purpose of influencing any determination regarding the payment of Workers' Compensation benefits, whether for oneself or for any other person, is guilty of a felony.

3. Disability Insurance

Under certain conditions, short-term disability benefits are available for Employees who are unable to work because of a disability due to an illness or injury unrelated to your employment at the WDB. Specific benefits are prescribed by law depending on the circumstances of each case. To be assured of maximum coverage, work-related accidents must be reported immediately to your Supervisor/Executive Director. They will file a timely claim.

4. Unemployment Compensation

The WDB contributes to the Unemployment Insurance Fund on behalf of its Employees. Should you become unemployed through no fault of your own, unemployment insurance benefits may be paid to you by New York State.

B. HOLIDAYS

Employees are eligible for paid holidays in each calendar year. Part time Employees who do not regularly work on the day the holiday falls will not be paid. Occasionally the WDB is open for a half day. On these days, Employees reporting to work will be paid for a full day. If you do not work the half-day (and have not previously requested that day as vacation or sick leave/personal time), you will not be paid for the full day unless you use vacation or personal leave time.

The WDB will follow the Oneida County observed holiday schedule as posted yearly and will be distributed to employees.

Holidays falling on a Saturday will be observed on the Friday before the holiday. Holidays falling on a Sunday will be observed on the Monday following the holiday. All other holidays will be observed on the day they occur.

C. VACATIONS

The WDB offers paid vacation leave to eligible Employees in recognition of their hard work throughout the year and to provide time away from the pressures of their job, to relax with family and friends, and to return to the job rested and refreshed. The WDB encourages its Employees to use this valuable benefit annually.

Some employees may negotiate different vacation benefits at the time of their hiring. Contract agreements will override the following policies.

You must submit a vacation request to your Supervisor as far in advance as possible. Vacations will be scheduled so there is adequate coverage of job and staff requirements. Your Supervisor has the discretion to deny vacation, limit vacation, or require postponement of vacation. Your Supervisor can also require that certain work products be completed prior to the Employee's departure for vacation. If more than one Employee requests vacation for the same period, and it is not feasible to allow more than one person to be away, vacation will be granted based on a first come, first served basis.

Employees must use their vacation time before taking unpaid days off. Vacation does not accrue during unpaid leaves of absence or other periods of inactive service.

The maximum number of hours that can be carried over from one calendar year to the next for all WDB full-time Employees is 140 (20 days). Employees continue to accrue vacation days after reaching the maximum level, however all hours over and above 140 and unused by December 31 are forfeited.

1. Schedules for Vacation Accrual

Full-time Employees accrue paid vacations in accordance with the schedule below unless separate agreements are made at the time of hire.

a) Full-time Employees

Vacation time is accrued each pay period for full-time Employees as outlined in the chart below:

Number of Years of Service	Hours Earned Per Payroll Period	Total Paid Vacation Per Year
0-5	2.75	71.5 hours or ~10 days
6-10	4.05	104 hours or ~15 days
11 or more	5.38	143 hours or ~20 days

b) Part-time Employees

Part-time Employees' vacation and personal accruals are pro-rated depending on the actual number of hours worked in a pay period. For example, a half-time Employee with 0-5 years of employment would earn 1.5 vacation hours per payroll period; a three-quarter time Employee would earn 2.25 vacation hours per payroll period.

c) Terminating Employees

Employees who have not fulfilled the six months of continuous employment service requirement prior to their last day of employment are **not** entitled to vacation time or pay in lieu of vacation. All hours accrued prior to their termination will be forfeited.

Employees who resign or who are terminated (other than for gross misconduct), and who have fulfilled the service requirement of six months, will receive payment for unused accrued vacation time.

d) Pay in Lieu of Vacation Leave

No payment will be made in lieu of vacation leave except in the case of terminated Employees.

e) Vacation Time Can Be Used For:

- Leaves of absence, including family and medical leave.
- Witness duty and other absences required by law.
- Illnesses when sick and personal time has been exhausted.

f) Miscellaneous

1. Time off without pay is not permitted for vacation except in special circumstances with Executive Director approval.
2. Vacation time does not accrue during an unpaid leave of absence or while on temporary leave of absence.
3. Vacation time will be pro-rated when fewer than 70 hours have been worked in a pay period and when there is a partial pay period due to initial or final employment.

4. A Request for Time Off form should be completed when you intend to use accrued vacation time.

D. SICK LEAVE/PERSONAL LEAVE TIME

Employees begin accruing sick leave/personal leave time as of the first day of work at the WDB. You can begin taking sick leave/personal leave time as soon as it is earned. It is your responsibility to have enough sick leave/personal leave time to accommodate illnesses and other personal needs/ emergencies that may arise during the year. An employee will earn 2.75 sick/personal leave hours per payroll period, totaling 71.5 hours or approximately ten days per year.

Maximum total sick leave/personal leave time carryover is 30 days (210 hours). Employees continue to accrue sick/personal time after reaching the maximum level, however all hours over and above 210 and unused by December 31 are forfeited.

- Personal leave time must be scheduled with your Supervisor.
- **Sick time must be used before taking unpaid days.**
- A Request for Time Off form should be completed when requesting/using accrued sick/personal leave time.

Employees must use sick leave for otherwise unexcused time away from work during their regularly scheduled hours. Employees will not accrue sick leave during unpaid leaves of absence.

Certification by your health care provider is required for absences of four or more consecutive workdays or for intermittent absences due to the same reason. A health care provider's certification may be required prior to reinstatement after one of these absences. It is your responsibility to apply for any disability benefits for which you may be eligible as a result of illness or disability, including New York State Disability Insurance, Workers' Compensation insurance, and/or any short-term disability insurance benefits for which you qualify. The Human Resources Office can assist you with the paperwork.

E. LEAVES OF ABSENCE

1. General Provisions

There are times when an Employee finds it necessary to request a leave of absence for time off from work for causes such as health, emergency, family duties, or other special reasons. The WDB may grant a leave of absence in certain circumstances that necessitate an absence from work and do not qualify for any particular leave that already provided. Such a leave of absence is a temporary, non-paid suspension of full-time employment. The following are general provisions that should be kept in mind, should such a leave be granted.

The WDB will consider your request in accordance with applicable law and the Company's leave policies. This policy applies to all Employees. A request for leave of absence should be submitted in writing to the Executive Director. The request will be reviewed by the WDB for approval.

- A leave of absence may not exceed three months, except when there are extenuating circumstances or as required by law.
- **Sick/ personal leave or accrued vacation hours must be applied to a leave of absence as applicable. However, vacation, sick, and personal leave hours will not be accrued during a leave of absence. Payment for Company approved holidays will not be made during a leave of absence.**
- An Employee granted a personal leave of absence can retain coverage under the WDB's group health plan and other group plans. The Employee is responsible for the entire premium during the leave of absence. When applicable, coverage for any plan will be governed by the respective plan documents.
- At the end of an approved leave of absence, the WDB will attempt, as far as practical, to reinstate the Employee to a comparable position with a comparable wage, but will reserve the right to reinstate or not reinstate the Employee according to conditions at the time.
- Any Employee failing to return from a leave is considered to have resigned. The WDB will perform the proper termination procedures.
- In some situations, the WDB may require a statement from a health care provider.

F. PAID FAMILY LEAVE

Effective January 1, 2018, Workforce Development Board will provide paid leave (up to a certain percentage of your weekly wages) to eligible employees pursuant to New York's Paid Family Leave Benefits Law.

1. Eligibility

To be eligible, employees must: (i) regularly work 20 or more hours per week and be employed for at least 26 consecutive workweeks preceding the first full day family leave is taken; or (ii) regularly work less than 20 hours per week and be employed for at least 175 days preceding the first full day leave is taken.

2. Permissible Purposes for Leave

Eligible employees will be entitled to paid time away from work (i) to care for a family member with a serious health condition, (ii) to bond with a child after birth or placement for adoption or foster care within the first 12 months after the birth or placement, or (iii) because of any qualifying exigency arising from the fact that an employee's spouse, domestic partner, child or parent is on active duty (or has been notified of an impending call or order to active duty) in the armed forces of the United States.

3. Notice of Need for Paid Family Leave

An employee must provide at least 30 days advance notice before leave is to begin if the qualifying reason for leave is foreseeable. When not foreseeable, the employee must provide notice as soon as practicable under the facts and circumstances and within the time prescribed by

our usual and customary notice requirements. Failure to provide timely notice may result in leave being delayed or denied.

Certification- Eligible employees who wish to take paid leave must comply with applicable certification requirements any may be required to provide additional documentation (such as copies of military orders), as permitted by law.

4. Use of Other Leave and Interplay

To the extent permitted by law, employees may elect to charge all or part of their paid family leave time to unused vacation days and receive full pay. In such case, the WDB will seek reimbursement from the carrier out of any family leave benefits due prior to the carrier's payment of such family leave benefit to you.

Paid family leave will run concurrently with leave taken pursuant to the Family and Medical Leave Act (with the exception of leave taken due to the employee's own health condition).

5. Job and Benefits Protection

Leave taken under this policy is job protected. Thus, the WDB must generally restore an employee who returns from leave to the same or a comparable position. While on leave, employees will continue to receive existing health insurance coverage, provided they continue to pay their share of health insurance premiums. You may lose coverage retroactively to the date an unpaid premium was due (upon proper notice from our carrier) if you fail to pay your portion of the premium in a timely fashion.

6. Limitations and Rules Related to Use of Paid Family Leave

Paid family leave may only be taken in full day increments, unless otherwise provided by law.

Disability leave and paid family leave may not be used at the same time. You will not be entitled to paid family leave if your family leave combined with disability benefits previously received exceeds 26 weeks during the same 52 consecutive calendar weeks.

7. Funding of Paid Family Leave Benefits

In accordance with state law, paid leave benefits are funded through payroll deductions at a prescribed amount from each eligible employee. Employees who are ineligible for paid family leave will be given the option of filing a waiver of benefits, exempting them from payroll deductions, as permitted by law.

Please see the Human Resource Manager if you have any questions about this benefit or how to apply. Refer to the actual plan document and summary plan description for additional information about this benefit. Those documents are controlling.

G. OTHER TIME OFF

1. Bereavement Time Off

Any Employee may take up to five consecutive workdays off with pay following the death of someone in the Employee's immediate family. A family member is defined as spouse, domestic partner, parent, grandparent, child, sister, brother, and equivalent step-relations. The same will

apply for a spouse's family. Other meaningful relationships should be discussed with your Supervisor for bereavement time off consideration.

2. Time Off for Reserve & National Guard Training

The WDB supports our armed services by providing a Wage Supplement for scheduled time off to attend mandated Reserve or National Guard training. Employees also have the choice to utilize their accrual time in lieu of the wage supplement and should do so by selecting this option on the Time Off Request Form that is required to be submitted.

3. Time Off for Volunteer Emergency Responders

To provide job protection while an employee responds to an emergency situation, the WDB will grant unpaid time off to employees that serve as volunteer emergency responders during times of declared state of emergency. Employees who are eligible for this leave include volunteer firefighters and volunteer ambulance service personnel who have provided prior written documentation regarding their volunteer status. Following an employee's return from such leave, the WDB may request a statement from the head of the volunteer emergency service to certify the employee's period of time spent volunteering.

4. Time Off for Jury Duty

The WDB encourages Employees to report for jury duty when called. When you receive notification from the court that you have been selected for jury duty, notify the Executive Director immediately. The WDB will pay your regular pay for a maximum of ten days each time you receive a separate summons and serve. Documentation of hours served must be given to the WDB in order to receive regular pay.

On any day that you are dismissed from jury duty, the WDB expects you to report or return to work for the remainder of your work schedule.

5. Time Off for Victims and Witnesses in Criminal Proceedings

You may take time off without pay to exercise your rights under state law as the victim of a crime or violation, or if you are a witness in a criminal proceeding. You are requested to notify the Executive Director as soon as possible, but no later than on the date prior to taking witness or victim leave.

6. Education and Training Policy

It is the policy of the Workforce Development Board to encourage the professional development of its Employees and to provide job-related education and training. In addition, the WDB is supportive of staff that, through advanced and continuing education programs, demonstrates a commitment to improving themselves. Through its Education and Training budget, the WDB will endeavor to support a variety of professional development activities. It is important to recognize that any successful education and training program requires the commitment of both the Employer and the Employee, with defined expectations and responsibilities for each clearly articulated at the outset. Subject to the availability of resources, the WDB may provide access to specific, job-related training for staff. Job-related training refers to required education and training, discretionary education and training, and ongoing educational courses.

Please contact the Executive Director for further details about the WDB's Education and Training course availability.

7. Time Off to Vote

The WDB encourages all employees to fulfill their civic responsibilities and to vote in all official public elections. Generally, shift schedules will provide employees with enough time to cast their vote before or after working hours. If you have four consecutive hours either between the opening of the polls and the beginning of your shift, or between the end of your working shift and the closing of the polls, you have sufficient time to vote outside your working hours. If you do not have sufficient time to vote, the WDB will permit you to take sufficient time off to enable you to vote. The WDB will not compensate you for more than two hours of time off to vote.

8. Blood and Bone Marrow Donation Leave

Blood Donation Leave

The WDB will provide employees with up to three hours of unpaid leave in any 12 month period for the purpose of donating blood, provided they submit appropriate documentation. This leave must be requested in advance, and employees may choose to use their vacation or personal time in lieu of unpaid leave.

Bone Marrow Donation Leave

The WDB will permit employees to take up to three hours of unpaid leave for bone marrow donation, once per calendar year. The employee must submit appropriate documentation, and must request the leave in advance.

9. Nursing Mothers

Women returning to work following the birth of a child may request unpaid breaks in a private area for the purpose of expressing breast milk. The WDB will make available a location where an employee may express breast milk in privacy and will allow for reasonable breaks for the purposes of expressing breast milk. This location will not be a restroom. Generally, these unpaid breaks shall be twenty to thirty minutes in duration, once every three hours. A particular employee may require a different break schedule and, if so, she should notify her supervisor, who will work to accommodate her needs.

H. RETIREMENT

1. Social Security

The WDB matches each Employee's Social Security contribution dollar for dollar. You may be eligible to receive these benefits upon your retirement and/or perhaps in other circumstances in accordance with the Social Security laws.

2. 403(b) Plan

The WDB makes available and contributes a percentage of an Employee's salary on to a 403(b)-retirement plan. Employees are eligible to participate in the retirement plan after a minimum of 1 year of service, minimum of 1000 hours, and an age of at least 21 years old. The WDB will match the employee's contributions up to 6% of the employee's salary. For a detailed description of the plan, Employees should consult the Summary Plan Document or contact the Executive Director.

VI. PERSONNEL

A. PERFORMANCE EVALUATIONS

Performance evaluations are conducted to provide both you and your Supervisor with the opportunity to discuss your duties identify and correct weaknesses, encourage and recognize strengths, and discuss methods for improving your performance. Usually, you will receive an annual performance evaluation from your Supervisor.

All WDB Employees have the right to respond in writing to any part of their performance appraisal. Any written response must be received within five days of the original performance evaluation and will be added to your personnel file.

The performance evaluation allows discussion of overall performance and a summary of formal and informal performance discussions held throughout the review period. In addition to these more formal performance evaluations, the WDB encourages you and your Supervisor to discuss your job performance on an ongoing basis.

B. CONFIDENTIALITY

During the course of your employment here you will be working with our customers, customer lists, business systems, future plans, and other information that we consider confidential. Information about the WDB, its Employees, customers, suppliers, business systems and vendors is to be kept confidential and divulged only to individuals within the WDB with both a need to receive and authorization to receive the information. If in doubt as to whether information should be divulged, err in favor of not divulging information and discuss the situation with your Supervisor.

All records and files maintained by the WDB are confidential and remain the property of the WDB. Records and files are not to be disclosed to any outside party without the express permission of your Supervisor. Confidential information includes, but is not limited to: financial records; business, marketing, and strategic plans; personnel and payroll records regarding current and former Employees; the identity of, contact information for, and any other account information about clients, vendors, and suppliers; programs and any other documents or information regarding the WDB's operations, procedures, or practices. Confidential information may not be removed from Company premises without express authorization.

Confidential information obtained during or as a result of employment with the WDB may not be used by any Employee for the purpose of furthering current or future outside employment or activities or for obtaining personal gain or profit. The WDB reserves the right to avail itself of all legal and/or equitable remedies to prevent unauthorized use of confidential information or to recover damages incurred as a result of the unauthorized use of confidential information.

Upon termination of Employment, the Employee shall deliver to the Executive Director or his/her Designee all property which is WDB property or related to WDB's businesses that are in possession and/or control of the Employee. This includes but is not limited to: keys, records, notes, files, memoranda, computer(s), computer accessories, other equipment provided to the Employee by the WDB, flash drives used by the Employee that contain work product, passwords to employee email systems, security system codes, and any other WDB related accounts, and/or IDs.

C. PERSONNEL RECORDS

The information recorded in your personnel file is extremely important. It is your responsibility to make certain that the personal data in the file is accurate and up to date. Please report any change of address, telephone number, etc., to Human Resources within one week to ensure there are no delays in receiving important notices regarding work or receipt of paychecks.

D. DRESS AND PERSONAL APPEARANCE

The WDB has a Business Casual dress code in the office. Staff should dress to present a professional image at all times. The following guidelines should be followed to comply with the dress code:

- Business Casual is defined as a shirt with collar, slacks, socks and appropriate footwear for men, and blouses, appropriate tops, slacks, or skirts and appropriate footwear for women.
- Clothing is expected to be neat, clean and ironed. Revealing or unkempt clothing is not permissible. Crop tops, halter tops, tank tops, sweatshirts, sweatpants, overalls (long, short or skirt type), and unhemmed, torn or stained clothing are not permitted.

In the event an Employee violates the dress code, his or her Supervisor will bring it to his/her attention the first time. Subsequent violations will result in the Employee being sent home to change. Staff will be docked pay and will be required to make up the time. Repeated failure to comply with the dress code will be considered in an Employee's performance evaluation and could result in termination, as is the case with any other the WDB policy that is routinely disregarded.

E. WORK-RELATED TRAVEL AND CONFERENCES

WDB Employees, as part of their job description, may attend and participate in work-related conferences, workshops, and tradeshow. Guidelines related to the professional conduct of the WDB Employees apply to these functions as well. Representing the WDB at these events requires a professional appearance (see dress code above). These functions are also designed to improve relationships with key constituencies. Job-related functions, such as business meals and informal networking at social functions are considered part of the job expectations and responsibilities of these positions.

F. BUSINESS REIMBURSEMENT

The WDB will reimburse you for all reasonable and documented expenses incurred while traveling for the WDB or otherwise performing services outside the office. Employees who travel should file expense reports within one week of return from a trip or business meeting.

VII. CONDUCT

A. STANDARDS OF CONDUCT

Employees are expected to conduct business according to the highest ethical standards of conduct. Employees are also expected to devote their best efforts to the interests of the WDB and the conduct of its affairs.

1. Conflict of Interest

Business dealings that represent, or appear to represent, a conflict between the interests of the WDB and an Employee are unacceptable. The WDB recognizes the rights of Employees to engage in activities outside of their employment which are of a private nature and unrelated to our business. However, a policy of full disclosure is to be followed to assess and prevent potential conflicts of interest from arising. Outside professional services will not be performed on office premises or with office equipment, supplies, catalogs, or facilities either during or after regular office hours. This also applies to the use of the office telephone or mailing address.

B. UNLAWFUL HARASSMENT

The WDB is committed to maintaining a workplace free from sexual harassment. Sexual harassment is a form of workplace discrimination. All employees are required to work in a manner that prevents sexual harassment in the workplace. This Policy is one component of Workforce Development Boards' commitment to a discrimination-free work environment. Sexual harassment is against the law¹ and all employees have a legal right to a workplace free from sexual harassment and employees are urged to report sexual harassment by filing a complaint internally with the Workforce Development Board. Employees can also file a complaint with a government agency or in court under federal, state or local antidiscrimination laws.

1. Sexual Harassment Defined

Sexual harassment is a form of sex discrimination and is unlawful under federal, state, and (where applicable) local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity and the status of being transgender.

Sexual harassment includes unwelcome conduct which is either of a sexual nature, or which is directed at an individual because of that individual's sex when:

- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment, even if the reporting individual is not the intended target of the sexual harassment;
- Such conduct is made either explicitly or implicitly a term or condition of employment; or
- Submission to or rejection of such conduct is used as the basis for employment decisions affecting an individual's employment.

A sexually harassing hostile work environment includes, but is not limited to, words, signs, jokes, pranks, intimidation or physical violence which are of a sexual nature, or which are directed at an

¹ While this policy specifically addresses sexual harassment, harassment because of and discrimination against persons of all protected classes is prohibited. In New York State, such classes include age, race, creed, color, national origin, sexual orientation, military status, sex, disability, marital status, domestic violence victim status, gender identity and criminal history.

individual because of that individual's sex. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory statements or sexually discriminatory remarks made by someone which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, which interfere with the recipient's job performance.

Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions or privileges of employment. This is also called "quid pro quo" harassment.

Any employee who feels harassed should report so that any violation of this policy can be corrected promptly. Any harassing conduct, even a single incident, can be addressed under this policy.

Examples of sexual harassment

The following describes some of the types of acts that may be unlawful sexual harassment and that are strictly prohibited:

- Physical acts of a sexual nature, such as:
 - Touching, pinching, patting, kissing, hugging, grabbing, brushing against another employee's body or poking another employee's body;
 - Rape, sexual battery, molestation or attempts to commit these assaults.
- Unwanted sexual advances or propositions, such as:
 - Requests for sexual favors accompanied by implied or overt threats concerning the target's job performance evaluation, a promotion or other job benefits or detriments;
 - Subtle or obvious pressure for unwelcome sexual activities.
- Sexually oriented gestures, noises, remarks or jokes, or comments about a person's sexuality or sexual experience, which create a hostile work environment.
- Sex stereotyping occurs when conduct or personality traits are considered inappropriate simply because they may not conform to other people's ideas or perceptions about how individuals of a particular sex should act or look.
- Sexual or discriminatory displays or publications anywhere in the workplace, such as:
 - Displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace.
- Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity and the status of being transgender, such as:
 - Interfering with, destroying or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job;
 - Sabotaging an individual's work;
 - Bullying, yelling, name-calling.
- Retaliation for reporting harassment or threatening to report harassment.

2. Sexual Harassment Policy

1. The WDB policy applies to all employees, applicants for employment, interns, whether paid or unpaid, contractors and persons conducting business, regardless of immigration status, with Workforce Development Board. In the remainder of this document, the term "employees" refers to this collective group.

2. Sexual harassment will not be tolerated. Any employee or individual covered by this policy who engages in sexual harassment or retaliation will be subject to remedial and/or disciplinary action (e.g., counseling, suspension, termination).
3. Retaliation Prohibition: No person covered by this Policy shall be subject to adverse action because the employee reports an incident of sexual harassment, provides information, or otherwise assists in any investigation of a sexual harassment complaint. The WDB will not tolerate such retaliation against anyone who, in good faith, reports or provides information about suspected sexual harassment. Any employee of the Workforce Development Board who retaliates against anyone involved in a sexual harassment investigation will be subjected to disciplinary action, up to and including termination. All employees, paid or unpaid interns, or non-employees² working in the workplace who believe they have been subject to such retaliation should inform a supervisor, manager, or Alice Savino, Executive Director. All employees, paid or unpaid interns or non-employees who believe they have been a target of such retaliation may also seek relief in other available forums, as explained below in the section on Legal Protections.
4. Sexual harassment is offensive, is a violation of our policies, is unlawful, and may subject the WDB to liability for harm to targets of sexual harassment. Harassers may also be individually subject to liability. Employees of every level who engage in sexual harassment, including managers and supervisors who engage in sexual harassment or who allow such behavior to continue, will be penalized for such misconduct.
5. The WDB will conduct a prompt and thorough investigation that ensures due process for all parties, whenever management receives a complaint about sexual harassment, or otherwise knows of possible sexual harassment occurring. Workforce Development Board will keep the investigation confidential to the extent possible. Effective corrective action will be taken whenever sexual harassment is found to have occurred. All employees, including managers and supervisors, are required to cooperate with any internal investigation of sexual harassment.
6. All employees are encouraged to report any harassment or behaviors that violate this policy. The WDB will provide all employees a complaint form for employees to report harassment and file complaints.
7. Managers and supervisors are **required** to report any complaint that they receive, or any harassment that they observe or become aware of, to Alice Savino, Executive Director.
8. This policy applies to all employees, paid or unpaid interns, and non-employees and all must follow and uphold this policy. This policy must be provided to all employees and should be posted prominently in all work locations to the extent practicable (for example, in a main office, not an offsite work location) and be provided to employees upon hiring.

² A non-employee is someone who is (or is employed by) a contractor, subcontractor, vendor, consultant, or anyone providing services in the workplace. Protected non-employees include persons commonly referred to as independent contractors, "gig" workers and temporary workers. Also included are persons providing equipment repair, cleaning services or any other services provided pursuant to a contract with the employer.

3. Other Types of Harassment

Prohibited harassment on the basis of race, color, national origin, ancestry, religion, physical or mental disability, marital status, age, or any other protected basis, includes behavior similar to sexual harassment, such as:

- a. Verbal conduct such as threats, epithets, derogatory comments, or slurs;
- b. Visual conduct such as derogatory posters, photographs, cartoons, drawings, or gestures;
- c. Physical conduct such as assault, unwanted touching, or blocking normal movement; and
- d. Retaliation for reporting harassment or threatening to report harassment.

4. Complaint Procedure

The WDB's complaint procedure provides for an immediate, thorough, and objective investigation of any claim of unlawful or prohibited harassment, appropriate disciplinary action against anyone found to have engaged in prohibited harassment, and appropriate remedies for any victim of harassment. A claim of harassment may exist even if the Employee has not lost a job or some economic benefit.

If you believe you have been harassed on the job, or if you are aware of the harassment of others, you should provide a written or verbal complaint to the EEO Officer as soon as possible. Your complaint should be as detailed as possible, including the names of individuals involved, the names of any witnesses, direct quotations when language is relevant, and any documentary evidence (notes, pictures, cartoons, et cetera).

Applicable law also prohibits retaliation against any Employee by another Employee or by the WDB for using this complaint procedure or for filing, testifying, assisting, or participating in any manner in any investigation, proceeding, or hearing conducted by a governmental enforcement agency. Additionally, the WDB will not knowingly permit any retaliation against any Employee who complains of prohibited harassment or who participates in an investigation.

All incidents of prohibited harassment that are reported will be investigated. The investigation will be completed and a determination regarding the reported harassment will be made and communicated to the Employee who complained and to the accused harasser(s).

If the WDB determines that prohibited harassment has occurred, the WDB will take effective remedial action commensurate with the circumstances. Appropriate action will also be taken to deter any future harassment. If a complaint of prohibited harassment is substantiated, appropriate disciplinary action, up to and including discharge will be taken.

Complaints can also be filed with the Equal Employment Opportunity Commission at 1-800-669-4000, and more information can be found at www.eeoc.gov.

5. Liability for Harassment

Any Employee of the WDB, whether a co-worker, Manager or Supervisor who is found to have engaged in prohibited harassment is subject to disciplinary action, up to and including discharge from employment. Any Employee who engages in prohibited harassment, including any Manager or Supervisor who knew about the harassment but took no action to stop it, may be held personally liable. Any Manager or Supervisor who knew about harassment and took no action to

stop it or failed to report the harassment to the Executive Director or WDB Chair may also be subject to discipline up to and including discharge. The WDB does not consider conduct in violation of this policy to be within the course and scope of employment or the direct consequence of the discharge of one's duties. Accordingly, to the extent permitted by law, the WDB reserves the right to refuse to provide a defense or pay damages assessed against Employees for conduct in violation of this policy.

C. POLICIES AGAINST WORKPLACE VIOLENCE

1. Statement of Policy

Acts or threats of physical violence, including intimidation, harassment, and/or coercion, that involve or affect the WDB or that occur in the conduct of WDB will not be tolerated. This prohibition against threats and acts of violence applies to all persons involved in Company operations, including, but not limited to, WDB personnel, temporary Employees, and anyone else conducting WDB business.

2. Definitions

Workplace violence is any intentional conduct that is sufficiently severe, offensive, or intimidating to cause an individual to reasonably fear for his or her personal safety or the safety of his or her family, friends, and/or property such that employment conditions are altered or a hostile, abusive, or intimidating work environment is created for one or more the WDB Employees. Workplace violence may involve any threats or acts of violence occurring on Company premises, regardless of the relationship between the WDB and the parties involved in the incident. It also includes threats or acts of violence that affect the business interests of the WDB or that may lead to an incident of violence on Company premises. Threats or acts of violence occurring off Company premises that involve Employees, agents, or individuals acting as a representative of the WDB, whether as victims of or active participants in the conduct, may also constitute workplace violence. Specific examples of conduct that may constitute threats or acts of violence under this policy include, but are not limited to, the following:

- a. Threats or acts of physical or aggressive contact directed toward another individual;
- b. Threats or acts of physical harm directed toward an individual or his/her family, friends, associates, or property;
- c. The intentional destruction or threat of destruction of Company property or another Employee's property;
- d. Harassing or threatening phone calls;
- e. Surveillance;
- f. Stalking;
- g. Veiled threats of physical harm or similar intimidation; and
- h. Any conduct resulting in the conviction under any criminal code provision relating to violence or threats of violence that adversely affects the WDB's legitimate interests.

Workplace violence does not refer to occasional comments of a socially acceptable nature. These comments may include references to legitimate sporting activities, popular entertainment, or current events. Rather, it refers to behavior that is personally offensive, threatening, or intimidating.

3. Enforcement

Any person who threatens violence or engages in violent actions may be removed from the premises as quickly as safety permits and may be required, at the WDB's discretion, to remain off Company premises pending the outcome of an investigation of the incident.

When threats are made or an Employee commits acts of violence, a judgment will be made by the WDB as to what actions are appropriate with respect to that Employee, including potential medical evaluation and/or disciplinary action up to and including discharge.

Important Note: the WDB will make the sole determination of whether, and to what extent, threats or acts of violence will be acted upon by the WDB. In making this determination, the WDB may undertake a case-by-case analysis in order to ascertain whether there is a reasonable basis to believe that workplace violence has occurred.

D. PROHIBITED CONDUCT

In order to assure orderly operations and provide the best possible work environment, the WDB expects Employees to follow rules of conduct that will protect the interests and safety of personnel. It is not possible to list all the forms of behavior that are considered unacceptable in the workplace, or in the conduct of Company business, but the following are examples of infractions of rules of conduct that may result in disciplinary action, including suspension, demotion, or termination of employment.

1. Falsification of employment records, employment information, or other records.
2. Theft or the deliberate or careless damage of any WDB property or the property of any Employee.
3. Removing or borrowing WDB property without prior authorization.
4. Unauthorized use of WDB equipment, time, materials, or facilities.
5. Possessing, distributing, selling, transferring, or using - or being under the influence of - alcohol or illegal drugs in the workplace.
6. Provoking a fight or fighting during working hours or on premises owned or occupied by the WDB.
7. Carrying firearms or any other dangerous weapon, at any time, on premises owned or occupied by the WDB.
8. Engaging in criminal conduct whether or not related to job performance.
9. Causing, creating, or participating in a disruption of any kind during working hours or on premises owned or occupied by the WDB.

10. Using profane or abusive language at any time during working hours or while on premises owned or occupied by the WDB.
11. Failing to notify the appropriate Supervisor when unable to report to work on time.
12. Unreported absence of three consecutive scheduled workdays.
13. Failing to observe working schedules, including rest and lunch periods.
14. Abusing paid sick leave.
15. Making or accepting excessive personal telephone calls, sending personal e-mail, excessive use of telephone, during working hours.
16. Working overtime without authorization or refusing to work assigned overtime.
17. Violating dress code.
18. Violating any safety, health, or security policy, rule, or procedure of the WDB.
19. Committing a fraudulent act or a breach of trust in any circumstances.

The WDB may exercise its discretion to utilize less severe measures, such as: verbal warnings, written warnings, demotions and suspensions. While one or more of these forms of discipline may be taken in connection with a particular Employee, no formal order or procedures are necessary.

E. DRUG & ALCOHOL ABUSE

The WDB supports a safe and healthy working environment in a drug-free workplace. The use of alcohol and the illegal use of drugs, intoxicants, and controlled substances, whether on or off duty, can impair Employees' ability to work safely and efficiently. The WDB prohibits the use of these substances to the extent that they affect, or have the potential to affect, the workplace. The WDB will not jeopardize the safety of the employee, other employees, customers, the public, and organization operations due to an individual's poor judgment. Accordingly, the WDB prohibits the following:

1. Possession, use, or being under the influence of alcohol or an illegal drug, intoxicant, or controlled substance during working hours.
2. Operating a vehicle owned or leased by the WDB while under the influence of alcohol or an illegal drug, intoxicant, or controlled substance.
3. Distribution, sale, manufacture or purchase - or the attempted distribution, sale, manufacture or purchase - of an illegal drug, intoxicant, or controlled substance during working hours or while on premises owned or occupied by the WDB.

Employees are also prohibited from reporting to work or working while using illegal or unauthorized controlled substances. Any Employee suspected of possessing alcohol or an illegal drug, intoxicant, or controlled substance is subject to inspection and search, with or without notice. The WDB may also bring the matter to the attention of appropriate law enforcement authorities. Any conviction for criminal conduct involving illegal drugs, intoxicants, or controlled substances,

whether on or off duty, or any violation of the WDB's drug and alcohol abuse policy, including having a positive drug-test result, may lead to disciplinary action, up to and including termination.

The use of prescription drugs and/or over-the-counter drugs may also affect an Employee's job performance. Any Employee who is using prescription or over-the-counter drugs that may impair his or her ability to safely perform the job or may affect the safety or well being of others must submit a physician's statement that the prescription drug use will not affect job safety. The Employee is not required to identify the medication or the underlying illness. Various federal, state, and local laws protect the rights of individuals with regard to the confidentiality of medical information, medical treatment, and the use of prescription drugs and substances taken under medical supervision. Nothing contained in this policy is intended to interfere with individual rights under, or to violate these laws.

The WDB will attempt to reasonably accommodate Employees with chemical dependencies (alcohol or drugs), if they volunteer to seek treatment and/or rehabilitation. Employees desiring that assistance should request an unpaid treatment or rehabilitation leave of absence. The WDB's support for treatment and rehabilitation does not obligate the WDB to employ any person who violates the WDB's drug and alcohol abuse policy or whose job performance is impaired because of substance abuse. The WDB is also not obligated to re-employ any person who has participated in treatment or rehabilitation if that person's job performance remains impaired as a result of dependency. Employees who have had an opportunity to seek treatment and/or rehabilitation and are involved in any further violations of this policy will not necessarily be afforded a second opportunity to seek treatment or rehabilitation.

VIII. TECHNOLOGY

It is imperative that all WDB Employees recognize and acknowledge that computing resources are provided to them by the WDB in order to perform their jobs, not for personal use. The WDB's technical resources are provided for the benefit of the WDB and its programs, customers and partners. These resources are provided for use in the pursuit of organization business and will be reviewed, monitored, and used only in that pursuit.

A. COMPUTER HARDWARE

All computer hardware belongs to the WDB and is assigned to individuals on an as needed basis. Each Employee will be provided with a machine that has the level of computing power demanded by his or her job duties. The WDB Employees are expected to use the computer resources they are provided to do their jobs. Any personal use of the WDB computers **must** be approved in advance and **must** occur outside of that individual's regular working hours.

Employees may access only files or documents that they have permission or are authorized to enter. Unauthorized review, duplication, dissemination, removal, damage, or alteration of files, or other property of the WDB, or improper use of information obtained by unauthorized means, may be grounds for disciplinary action and legal action, up to and including discharge.

B. SOFTWARE ON THE WDB MACHINES

Only software for which the WDB owns a license may be loaded onto the WDB machines, and should be authorized by the Executive Director. Employees are prohibited from downloading

unauthorized software from the Internet, or installing personal copies of software onto the WDB machines. Employees may not copy or use company-purchased/leased software contrary to provisions of the contract.

Should an outside audit of software on the WDB machines ever occur, the WDB is responsible and liable for any illegal software on its machines. Because of this, the WDB reserves the right to audit the software content of the WDB machines at any time and remove unauthorized software programs. This includes application programs as well as screen-savers, graphics and other materials.

1. Copyrighted Materials

Employees should not copy and distribute copyrighted material (e.g., software, database files, documentation, articles, graphics files, and downloaded information) through the e-mail system or by any other means unless you have confirmed in advance from appropriate sources that the WDB has the right to copy or distribute the material. Failure to observe a copyright may result in disciplinary action by the WDB as well as legal action by the copyright owner. Any questions concerning these rights should be directed to your Supervisor.

C. TELEPHONES

WDB telephones are to be used to serve the interests of our customers and in the course of normal organization operations. All calls should be answered promptly and courteously. Our business is heavily dependent on the ability of our customers, partners and other agencies to reach staff via phone.

It is understood that everyone must occasionally make and receive personal calls. These calls should be limited to emergencies or essential personal matters. The following guidelines apply to phone use:

- Personal calls made from the office are not permitted unless they are absolutely necessary.
- Family and friends should not call you at the office unless it is absolutely necessary.
- All necessary personal calls should be brief.

When an employee uses their personal cell phone for WDB business, the employee must ensure that their behavior complies with all WDB confidentiality procedures. The employee should take precautions to safeguard any client information on the device.

D. INTERNET USAGE

The WDB provides their Employees with Internet access in order to better perform their duties. Employees are expected to limit their Internet usage to business-related sites and activities. Personal use and surfing on the Internet on company time is prohibited. The WDB has the ability to monitor Internet usage, and reserves the right to do so. Should employee abuses of Internet privileges be detected, the WDB also reserves the right to block access to inappropriate web sites.

E. E-MAIL USAGE

The WDB Employees should use e-mail strictly for business purposes. Employees are particularly asked to refrain from distributing jokes and other non-business applications (cartoons, funny pictures, etc.) throughout the WDB, its partners and outside the WDB.

F. PASSWORDS

The Network Administrator has the ability to change an individual's network password in order to allow access to the local and network files. Employees should not expect information left on their computers or files to be totally private.

G. ACCESS TO INFORMATION

The WDB asks you to keep in mind that when you are using the WDB's computers you are creating documents for the WDB using a WDB asset. The WDB respects the individual privacy of its Employees. However, that privacy does not extend to an Employee's work-related conduct or to the use of Company-provided technical resources or supplies.

The WDB's computer, voice mail, e-mail, telephone systems, and the data stored on them are, and remain at all times, the property of the WDB. As a result, computer data, voice mail messages, e-mail messages, and other data are readily available to numerous persons. If, during the course of your employment, you perform or transmit work on the WDB's computer system and other technical resources, your work may be subject to investigation, search, and review by others in accordance with this policy. All information including text and images may be disclosed to law enforcement or to other third parties without prior consent of the sender or the receiver.

H. YOUR RESPONSIBILITIES

Each Employee is responsible for the content of all text, audio, or images that they place or send over the WDB's technical resources. Employees may access only files or programs, whether computerized or not, that they have permission to enter. Compliance with this computer usage policy will be considered in an individual's performance evaluation.

IX. THE WDB FACILITIES

A. OPERATION OF VEHICLES

Authorized Employees driving Company-owned or leased vehicles or renting vehicles for use in conducting Company business must possess a current, valid driver's license and an acceptable driving record. From time to time, the WDB and its insurance carrier may request reports from the Department of Motor Vehicles regarding the license status and driving record of Employees whose job responsibilities include driving.

Certain Employees may drive their own personal vehicles while conducting WDB business. Employees doing so should promptly submit an expense report detailing the number of miles driven. The WDB will pay mileage reimbursement in accordance with applicable reimbursement rates. These Employees should maintain adequate personal automobile liability insurance.

B. SMOKING POLICY

Smoking is not allowed in the facility. While smoking is permitted outside, there is not a designated smoking area. This policy applies to all Employees, visitors, customers, vendors and other guests. Please be especially attentive to the sensitivities of customers or fellow employees who may object to smoking. Supervisors have the right to limit the amount of time spent on this activity when done in addition to your lunch hour.

C. HEALTH & SAFETY

The health and safety of Employees and others on Company property are of critical concern to the WDB. It is the WDB's policy to comply with all health and safety laws applicable.

To this end, the WDB must rely upon employees to ensure that work areas are kept safe and free of hazardous conditions. Employees are required to be conscientious about workplace safety. Any unsafe conditions or potential hazards should be reported *immediately*, even if the problem appears to be corrected. Any suspicion of a concealed danger present on the WDB's premises, or in a product, facility, piece of equipment, process, or business practice for which the WDB is responsible should be brought to the attention of a Supervisor *immediately*.

Periodically, the WDB may issue rules and guidelines governing workplace safety and health. All Employees should familiarize themselves with these rules and guidelines as strict compliance will be expected. Failure to comply strictly with rules and guidelines regarding health and safety or negligent work performance that endangers health and safety will not be tolerated.

Any workplace injury, accident, or illness *must* be reported to the Employee's Supervisor as soon as possible, regardless of the severity of the injury or accident.

1. Fires and Emergencies

In case of an emergency, dial 911. Smoke detectors, strobe lights, exit signs, fire extinguishers, and first aid kits are located throughout the facility. Exits and areas around the fire extinguishers must be kept clear at all times.

X. TERMINATION

A. VOLUNTARY TERMINATIONS

If you decide to leave the WDB, we ask that you give the WDB at least two weeks written notice, and more if you are able to do so. This will give us the opportunity to make the necessary adjustments in our operation. You are required to return all property owned by the WDB (e.g., computers, keys and credit cards) prior to your departure.

B. INVOLUNTARY TERMINATIONS

While the decision to commence employment is consensual, the same is not always true when the time comes to end the employment relationship. As an at-will employer, the WDB reserves the right to end the employment relationship at any time, with or without cause or notice. If your employment is terminated, you are required to return all property owned by the WDB prior to your departure.

C. REDUCTIONS IN FORCE

While the WDB expects to continue growing and providing employment opportunities, funding conditions, customer demand, and other factors are unpredictable. Changes or downturns in any of these or other areas could create a need to restructure or reduce the number of people employed. In light of these uncertainties, please be advised that should it become necessary to conduct layoffs, the WDB retain full discretion to select which Employee(s) will be laid off.

XI. ACKNOWLEDGMENT

This will acknowledge that I received a copy of the Workforce Development Board's ("the WDB") Employee Handbook dated, _____. I understand that it sets forth the terms and conditions of my employment as well as the duties, responsibilities, and obligations of my employment with the WDB. I understand and agree that it is my responsibility to read the Employee Handbook and to abide by the rules, policies, and standards set forth in it.

Date

Employee Signature

Employee Name [printed]

TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE