# Transition House, Inc.

# **Employee Handbook**

Adopted October 20, 2022 updated March 8, 2023 updated June 27, 2023

# **Table of Contents**

|    |               | oduction                                               |    |
|----|---------------|--------------------------------------------------------|----|
|    | 1.1.          | EMPLOYEE WELCOME                                       | 4  |
|    | 1.2.          | ABOUT TRANSITION HOUSE                                 | 5  |
|    | 1.3.          | TRANSITION HOUSE MISSION, VISION, AND IMPACT STATEMENT | 6  |
|    | 1.4.          | Transition House Core Values                           | 6  |
| 2. | Emr           | oloyment                                               | 8  |
|    | 2.1.          | AT-WILL EMPLOYMENT AND EMPLOYEE HANDBOOK REVISIONS     |    |
|    | 2.2.          | BACKGROUND CHECK POLICY                                |    |
|    | 2.3.          | IMMIGRATION REFORM CONTROL ACT                         |    |
|    | 2.4.          | ONBOARDING                                             |    |
|    | 2.5.          | EQUAL EMPLOYMENT OPPORTUNITY POLICY                    |    |
|    | 2.6.          | ANTI-HARASSMENT POLICY                                 |    |
|    | 2.7.          | ANTI- RETALIATION POLICY                               |    |
|    | 2.8.          | DISABILITY ACCOMMODATIONS POLICY                       |    |
|    | 2.9.          | RELIGIOUS ACCOMMODATIONS                               |    |
|    | 2.10.         | COMPLAINT PROCEDURE POLICY                             |    |
|    | 2.11.         | STANDARDS OF CONDUCT                                   |    |
|    | 2.12.         | CODE OF ETHICS AND CONFLICT OF INTEREST POLICY         |    |
|    | 2.13.         | OUTSIDE EMPLOYMENT                                     |    |
|    | 2.14.         | Dress Code and Grooming                                |    |
|    | 2.15.         | SOLICITATION AND DISTRIBUTION                          |    |
|    | 2.16.         | IT RESOURCES AND COMMUNICATION SYSTEMS POLICY          |    |
|    | 2.17.         | PUBLIC APPEARANCES                                     |    |
|    | 2.18.         | SOCIAL MEDIA POLICY                                    |    |
|    | 2.19.         | FUNDRAISING POLICY                                     |    |
|    | 2.20.         | COMPANY PHONE POLICY                                   |    |
|    | 2.21.         | BRINGING YOUR OWN DEVICE TO WORK                       |    |
|    | 2.22.         | CONFIDENTIAL INFORMATION POLICY                        |    |
|    | 2.23.         | COMPANY VEHICLES                                       |    |
|    | 2.24.         | PERSONAL CAR FOR BUSINESS PURPOSES POLICY              |    |
|    | 2.25.         | POLITICAL ACTIVITY IN THE WORKPLACE POLICY             |    |
|    | 2.26.         | ROMANCE IN THE WORKPLACE                               |    |
|    | 2.27.         | NEPOTISM POLICY                                        |    |
|    | 2.28.         | PERFORMANCE EVALUATION POLICY                          |    |
|    | 2.29.         | PERSONNEL FILE POLICY                                  |    |
|    | 2.30.         | ATTENDANCE POLICY                                      |    |
|    | 2.31.         | TELECOMMUTING                                          |    |
|    | 2.32.         | On Call                                                |    |
| 3. | Heal          | lth and Safety                                         | 46 |
|    | 3.1.          | HEALTH AND SAFETY IN THE WORKPLACE                     |    |
|    | 3.2.          | WORKPLACE SAFETY RULES AND PROCEDURES                  | _  |
|    | 3.3.          | INFECTION CONTROL POLICY                               |    |
|    | 3.4.          | SMOKE-FREE WORKPLACE                                   |    |
|    | 3.5.          | NARCAN POLICY                                          |    |
|    | 3.6.          | SUBSTANCE ABUSE POLICY                                 |    |
|    | 3.7.          | DRUG TESTING IN THE WORKPLACE POLICY                   |    |
|    | 3.8.          | WORKPLACE VIOLENCE POLICY                              |    |
|    | 3.9.          | WORKPLACE VIOLENCE POLICY                              |    |
|    | 3.9.<br>3.10. | ANIMAL POLICY                                          |    |
|    | 3.10.         | INCLEMENT WEATHER POLICY                               |    |
|    |               |                                                        |    |
| 4. | Time          | e Away from Work and Employee Leave                    | 61 |

|    | 4.1.                                                                                     | LEAVE POLICY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |     |
|----|------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
|    | 4.2.                                                                                     | HOLIDAYS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |     |
|    | 4.3.                                                                                     | PROFESSIONAL DEVELOPMENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |     |
|    | 4.4.                                                                                     | FLEX TIME                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |     |
|    | 4.5.                                                                                     | BEREAVEMENT LEAVE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 67  |
|    | 4.6.                                                                                     | MILITARY SERVICE LEAVE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |     |
|    | 4.7.                                                                                     | EXTENDED LEAVE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |     |
|    | 4.8.                                                                                     | JURY DUTY LEAVE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |     |
|    | 4.9.                                                                                     | WITNESSES AND VICTIMS OF CRIME LEAVE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |     |
|    | 4.10.                                                                                    | VOTING LEAVE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |     |
|    | 4.11.                                                                                    | OTHER ADMINISTRATIVE LEAVE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 72  |
| 5. | Pay                                                                                      | roll Practices and Compensation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 73  |
|    | 5.1.                                                                                     | EMPLOYEE CLASSIFICATIONS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |     |
|    | 5.2.                                                                                     | WORKWEEK BUSINESS HOURS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |     |
|    | 5.3.                                                                                     | Meal Breaks                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |     |
|    | 5.4.                                                                                     | TIMEKEEPING                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |     |
|    | 5.5.                                                                                     | OVERTIME                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |     |
|    | 5.6.                                                                                     | LACTATION BREAKS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |     |
|    | 5.7.                                                                                     | COMPENSATION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |     |
|    | 5.8.                                                                                     | PAY PERIOD AND PAY DAY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |     |
|    | 5.9.                                                                                     | DISCRETIONARY BONUSES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |     |
|    | 5.10.                                                                                    | PAYROLL DEDUCTIONS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |     |
|    | 5.11.                                                                                    | TRAVEL AND BUSINESS EXPENSE REIMBURSEMENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |     |
|    | 5.12.                                                                                    | EMPLOYEE COMPLAINTS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 76  |
| 6. | Em                                                                                       | ployee Benefits                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 77  |
|    | 6.1.                                                                                     | OVERVIEW                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |     |
|    | 6.2.                                                                                     | DISCLAIMER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 77  |
|    | 6.3.                                                                                     | BENEFITS REQUIRED BY LAW                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 77  |
| 7. | Disc                                                                                     | cipline and Termination of Employment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 78  |
| •  | 7.1.                                                                                     | DISCIPLINE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |     |
|    | 7.2.                                                                                     | TERMINATION OF EMPLOYMENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |     |
| 0  | . Administration of and Conduct not Prohibited by Employee Handbook                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |     |
| о. | 8.1.                                                                                     | ADMINISTRATION OF EMPLOYEE HANDBOOK                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |     |
|    | 8.2.                                                                                     | EMPLOYEES COVERED UNDER A COLLECTIVE BARGAINING AGREEMENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |     |
|    | 8.3.                                                                                     | CONDUCT NOT PROHIBITED BY EMPLOYMENT POLICIES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |     |
|    |                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |     |
| 9. | Attachments                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |     |
|    | Employee Handbook Acknowledgment  Student and Volunteer Employee Handbook Acknowledgment |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |     |
|    |                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |     |
|    | Transition House Standards and Commitment to Culture                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |     |
|    |                                                                                          | ion House Confidentiality Agreement                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |     |
|    |                                                                                          | ion House Driver Agreement                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |     |
|    | Drug Testing in the Workplace Consent Form                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |     |
|    | Complaint Form                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |     |
|    | Request for Accommodation under the ADA Form                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |     |
|    | Request for Accommodation under the ADA Form  Personnel File Request Form                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |     |
|    | Performance Evaluation Form                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |     |
|    | Consensual Romance in the Workplace Agreement                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |     |
|    | Destruction or Return of Transition House Property Agreement                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |     |
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# 1. Introduction

# 1.1. EMPLOYEE WELCOME

Welcome to Transition House, Inc. ("Transition House"). We are excited to have you join us as we work together to pursue the mission and meet the goals of Transition House. We trust that not only will you play a role in Transition House pursuing its mission and goals but also you will meet your personal goals and find enjoyment and accomplishment in your work.

This Employee Handbook describes many of your responsibilities as an employee and outlines basic administrative operating and personnel procedures, working conditions, and employee benefits. To the best of its ability and within funding limitations, it is the intention of Transition House to provide you with a work environment that is conducive to both personal and professional growth. Since the information, policies, and benefits described herein are necessarily subject to change, revisions to this Employee Handbook may occur.

Please read, understand, and comply with all provisions of this Employee Handbook. Then, sign the Employee Acknowledgement Form provided with this handbook and return it to the Executive Director. Retain this Handbook for further reference.

The Employee Handbook Acknowledgment is attached at the end of this Employee Handbook.

This Employee Handbook is not an express or implied contract of employment. It is not a promise or guarantee of continued employment or of any particular employment policy or benefit. While we hope that your association with Transition House will be a long and happy one, either you or Transition House may terminate employment for any reason or no reason, at any time, at the option of either Transition House or yourself.

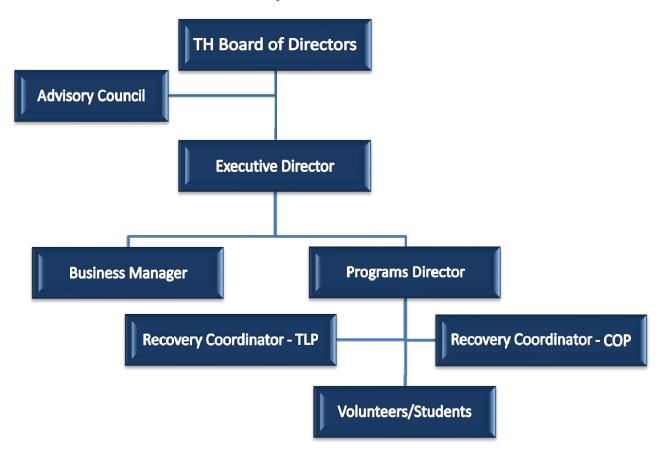
It should be remembered that Transition House is a nonprofit organization. Therefore, flexibility, initiative, and the willingness to be a "team player" are characteristics important to all staff and volunteer positions within the organization.

Again, we welcome you to Transition House and express our sincere hope that your employment with us will be a fulfilling experience.

<u>Bonnie Peruttzi</u>

Executive Director, Transition House

# TRANSITION HOUSE, INC. ORGANIZATIONAL CHART



#### 1.2. ABOUT TRANSITION HOUSE

In 1982, Transition House opened its doors began providing services through the Transitional Living Program. This program of supervised apartment living empowers the development of essential life skills while providing support. The mission of the Transitional Living Program is to assist and support adults with serious mental illness as they make the transition from in-patient treatment to community living by providing supervised apartment living that promotes recovery through the development of community living skills, pre-vocational and vocational skills, socialization and recreational skills while providing support during challenging times.

In 1988, Transition House responded to the needs of the People of Transition House for additional support after the Transitional Living Program by developing the Community Outreach Program. This program provides opportunities for on-going socialization/recreational activities, support, and crisis intervention. The mission of the Community Outreach Program is to provide former Transitional Living Program clients as well as other adults with serious mental illness or co-occurring disorders (mental illness and substance abuse) access to supportive services that help them advance and maintain their recovery through socialization and recreational opportunities, community living supportive counseling services, and crisis intervention.

# 1.3. Transition House Mission, Vision, and Impact Statement

#### Our Mission

Changing lives by creating pathways for mental wellness.

#### Our Vision

A community committed to connection, recovery, wellness, and joy.

#### Our Impact

Improving our community by providing tools for sustaining mental wellness with skills development, supportive care, and advocacy.

# 1.4. TRANSITION HOUSE CORE VALUES

#### Core Values and Culture

Transition House is committed to providing high quality services focused on improving quality of life through enhanced recovery and wellness opportunities, developing resources to strengthen core services and continual improvements to agency operations. Transition House empowers people with serious mental illness and addiction to become community contributors while living a joy-filled life. Through high quality services that focus on healthy supportive connections, empowerment through skills development and accountability, worthiness, shame reduction, and resiliency, people discover their capabilities to transform their lives. Transition House believes in collaboration and cooperation with the many involved in helping people in their recovery journey. People of Transition House continue to report advancement in their recovery process and improvements in their quality of life that increases their sense of worthiness and joy.

Transition House strives to implement and maintain practices that boost morale and create a professional, compassionate, and safe environment. Transition House and its employees recognize certain ideals and behaviors that guide the institution and shape its public perception. These include:

**We Listen.** We are committed to active listening to build connections. We remain present and do not just listen to respond. When listening, we minimize technology distractions and prioritize and respect presence.

**We Respect**. We acknowledge bias and use consultation to manage bias. We empathetically build connection without personalizing challenges.

**We Support**. We set health limits and boundaries and hold people accountable without judgment. We provide consistency in care.

**We Empower.** We provide tools to people instead of doing the work for them. We use critical thinking and do not work harder than the person needing help. We accept that letting go is part of the process.

# Standards for the Transition House Commitment to Recovery

# Belief in Recovery. Willingness, Hope, Faith.

- Be respectful and understand readiness.
- Consistently communicate belief in recovery and in the person.
- Provide support through healthy connections.

#### Mutual Trust & Respect. Open-Mindedness, Non-Judgmental, Communication.

- Authentically communicate sincere connection.
- Accept people where they are in their process.
- Use vulnerability and self-disclosure appropriately.

# Connection. Compassion Without Enabling, Health Boundaries, Openness.

- Use empathy and awareness to find points of connection.
- Allow vulnerability to be a part of the process.
- Commit and work to build meaningful lasting connections.

# Integrity. Accountability, Mindfulness, Honesty.

- Professionalism.
- Loyalty.
- Value self, others, and missions.
- Have the courage to do the right thing the right way.

# Fun. Vulnerability, Celebration, Creativity.

- Create safe environments without judgment.
- Promote safe and open environments to allow individuals the chance to explore new opportunities for self-expression.
- Challenge by choice creating trust and respecting limits.

# Gratitude. Acceptance, Courage, Wisdom.

- Accept enough.
- Intentionally, consistently practice gratitude.

New employees will be required to sign the Transition House Standards for Our Culture & Our Commitment to Recovery.

The Standards for Our Culture & Our Commitment to Recovery form is attached at the end of this Employee Handbook.

# 2. Employment

# 2.1. AT-WILL EMPLOYMENT AND EMPLOYEE HANDBOOK REVISIONS

Your Employment at Transition House is at-will. At-will employment means that either you or Transition House reserves the right to terminate the employment relationship, with or without cause, and with or without notice. Nothing in this Employee Handbook creates a contract of employment or alters the at-will status of your employment.

All the policies listed below are guidelines only and meant to ensure the comfort, efficiency, and integrity of you, your colleagues, and our community. Transition House reserves the right to modify or delete policies herein with or without cause and with or without notice.

# 2.2. BACKGROUND CHECK POLICY

#### **Background Checks**

Transition House requires applicants, employees, volunteers, and independent contractors to satisfactorily complete a background check prior to employment. Background checks by Transition House may include the following:

- Social security number verification.
- Criminal records from the court jurisdiction in which the applicant or employee resides and works.
- State criminal records.
- FBI or other national criminal database.
- National sex offender registry.
- Child abuse registry or child protective services check where permissible by law.

All information obtained as a result of the background check will be used solely for employment purposes.

# **Authorization**

When a background check is required, you must complete the Background Check Authorization Form. Failure to timely complete an authorization may result in termination of Transition House's consideration of your application. Falsification or omission of information may result in denial of employment or discipline, up to and including termination.

The Background Check Authorization Form will be provided by the company conducting the Background Checks on behalf of the Transition House.

# Confidentiality

All background check information will be kept confidential. Transition House complies with all applicable federal, state, and local laws regarding background checks.

#### 2.3. IMMIGRATION REFORM CONTROL ACT

Transition House fully complies with the regulations of the Immigration Reform and Control Act of 1986 as enforced by the Department of Homeland Security. Transition House hires only American citizens and non-citizens who are authorized to work in the United States. As such, employees must bring proof of eligibility to work in the U.S. from the I-9 List of Acceptable Documents to complete new hire paperwork. Identification documentation must be provided no later than the first day of work.

# 2.4. Onboarding

#### Recruitment

Openings will be publicized for a minimum of one week, or longer if needed to fill the position.

Transition House reserves the right to promote from within if a qualified current probationary or active employee applies for and meets the criteria for an open position. All applicants will complete a job application and provide a current resume.

Interviews will be conducted in the following order:

- 1. With the immediate Supervisor of the position.
- 2. With the Executive Director.

# Selection

Applicants are hired based upon qualifications for the position, as evaluated by the Executive Director, or, in the case of the Executive Director position, the Board of Directors.

#### Orientation

The Immediate Supervisor is responsible for orienting the new employee.

Orientation begins on the first day of employment. The documents listed in Section 2.3 must be provided on the first day of employment.

The following must be completed within the first week of employment:

- 1. W-4, Oklahoma New Hire forms, and any other forms required under Oklahoma and/or Federal law and Transition House, Inc. policy.
- 2. Application for insurance if the employee is a full time employee.
- 3. All policy and procedure manuals read and certified.
- 4. A signed statement indicating that all manuals have been read and the employee has a clear understanding of all policies and procedures.
- 5. Keys issued.
- 6. Apartments and other Transition House spaces toured.
- 7. Confidentiality statement signed.
- 8. Copy of current driver's license provided to the Executive Director.

#### Orientation Period

The first six months of employment is the orientation period for all new employees.

The length of this period may be extended on a case by case basis if deemed necessary by the immediate supervisor and the Executive Director.

An employee may be terminated by the Executive Director during this period for any reason and without notice and/or the benefit of the usual disciplinary process.

# 2.5. EQUAL EMPLOYMENT OPPORTUNITY POLICY

# **Equal Opportunity Employer**

Transition House is an equal opportunity employer and complies with all applicable federal, state, and local fair employment practice laws. Transition House strictly prohibits and does not tolerate discrimination against employees, volunteers, applicants, or any other covered person because of race, color, religion, creed, national origin or ancestry, sex (including gender, sexual orientation, gender

identity/expression, and pregnancy), age, physical or mental disability, veteran status, genetic information, citizenship, or any other characteristic protected under applicable federal, state, or local law.

This policy applies to employees, volunteers, and independent contractors.

All Transition House employees, other workers, and representatives are prohibited from engaging in unlawful discrimination. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, training, promotion, discipline, compensation, benefits, and termination of employment.

# **Complaint Procedure**

See Section 2.9 Complaint Procedure Policy for discrimination complaints.

#### No Retaliation

No one will be subject to, and Transition House prohibits, any form of discipline, reprisal, intimidation, or retaliation for good faith reports or complaints of incidents of discrimination of any kind, pursuing any discrimination claim, or cooperating in related investigations. For more information on Transition House's Anti-Retaliation Policy see Section 2.6.

# 2.6. ANTI-HARASSMENT POLICY

#### All Unlawful Harassment Prohibited

Transition House strictly prohibits and does not tolerate unlawful harassment against employees or any other covered person, including interns.

This policy applies to employees, volunteers, and independent contractors.

#### Sexual Harassment

All Transition House employees, other workers, and representatives, including volunteers and visitors, are prohibited from harassing employees and other covered persons based on that individual's sex or gender (including pregnancy) and regardless of the harasser's sex or gender.

Sexual harassment means any harassment based on someone's sex or gender. It includes harassment that is not sexual in nature (for example, offensive remarks about an individual's sex or gender), as well as any unwelcome sexual advances or requests for sexual favors or any other conduct of a sexual nature when any of the following is true:

- Submission to the advance, request, or conduct is made either explicitly or implicitly a term or condition of employment.
- Submission or rejection of the advance, request, or conduct is used as a basis for employment decisions.
- Such advances, requests, or conduct have the purpose or effect of substantially or unreasonably
  interfering with an employee's work performance by creating an intimidating, hostile, or
  offensive work environment.

Transition House will not tolerate any form of sexual harassment, including but not limited to:

- Verbal (for example, epithets, derogatory statements, slurs, sexually-related comments or jokes, unwelcome sexual advances or requests for sexual favors).
- Physical (for example, assault or inappropriate physical contact).
- Visual (for example, displaying sexually suggestive posters, cartoons, or drawings, sending inappropriate adult-themed gifts, leering, or making sexual gestures).
- Online (for example, derogatory statements or sexually suggestive postings in any social media platform, including Facebook, Twitter, Instagram, Snapchat, etc.).

This list is illustrative only, and not exhaustive. No form of sexual harassment will be tolerated.

Harassment is prohibited both at the workplace and at employer-sponsored events.

# Other Types of Harassment

Transition House's Anti-harassment Policy applies equally to harassment based on an employee, applicant, or any other covered person because of race, color, religion, creed, national origin or ancestry, sex (including gender, sexual orientation, gender expression, and pregnancy), age, physical or mental disability, veteran status, genetic information, citizenship, or any other characteristic protected under applicable federal, state, or local law.

Such harassment often takes a similar form to sexual harassment and includes harassment that is:

- Verbal (for example, epithets, derogatory statements, slurs, derogatory comments, or jokes).
- Physical (for example, assault or inappropriate physical contact).
- Visual (for example, displaying derogatory posters, cartoons, drawings or making derogatory gestures).
- Online (for example, derogatory statements or sexually suggestive postings in any social media
  platform including Facebook, Twitter, Instagram, Snapchat, etc.).
   This list is illustrative only, and not exhaustive. No form of harassment will be tolerated.
  Harassment is prohibited both at the workplace and at employer-sponsored events.

# Complaint Procedure

See section 2.9 Complaint Procedure Policy for harassment complaints.

#### No Retaliation

No one will be subject to, and Transition House prohibits, any form of discipline, reprisal, intimidation, or retaliation for good faith reporting of incidents of harassment of any kind, pursuing any harassment claim, or cooperating in related investigations. For more information or Transition House's policy prohibiting retaliation, please refer to Transition House's Anti-Retaliation Policy in Section 2.6 of this Employee Handbook.

# 2.7. ANTI- RETALIATION POLICY

#### All Unlawful Retaliation Prohibited

Transition House strictly prohibits and does not tolerate unlawful retaliation against any employee or intern by an employee. This policy applies to both employees and independent contractors. All forms of unlawful retaliation are prohibited, including any form of discipline, reprisal, intimidation, or other form of retaliation for participating in an activity protected by law. Examples of protected activities include:

- Lodging a good faith internal complaint (whether written or oral) with management specifically opposing unlawful discrimination or harassment or complaining about violations of wage and hour law (for example, if an employee believes he has been sexually harassed or not paid overtime he is owed).
- Filing a good faith complaint of unlawful discrimination or harassment with the US Equal Employment Opportunity Commission (EEOC) or in court.
- Participating in Transition House's internal investigation into allegations of sexual harassment.
- Supporting another employee's internal or administrative complaint of unlawful discrimination (by, for example, testifying or providing an affidavit in support of a co-worker who has filed a discrimination complaint with the EEOC or in court).

- Filing a good faith complaint with the US Department of Labor (DOL) or in court about wage and hour violations or unfair pay practices, or participating in a wage and hour investigation or audit conducted by the DOL or state or local administrative agency.
- Requesting an accommodation for a sincerely held religious belief.
- Filing a worker's compensation claim.

These examples are illustrative only, and not exhaustive. No form of retaliation for any protected activity will be tolerated.

# Complaint Procedure

See Section 2.9 Complaint Procedure Policy for retaliation complaints.

# 2.8. DISABILITY ACCOMMODATIONS POLICY

# Commitment to Equal Employment Opportunities

Because Transition House has less than 15 employees, Transition House is not required to comply with the Americans with Disabilities Act (ADA), as amended by the ADA Amendments Act (ADAAA). However, the Transition House is committed to providing equal employment opportunities to qualified individuals with disabilities. Consistent with this commitment, Transition House will provide a reasonable accommodation to disabled applicants and employees if the reasonable accommodation would allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship for Transition House.

#### Medical Marijuana

Oklahoma permits the use of marijuana for medical purposes when prescribed by a licensed physician where the position in question is not a safety sensitive position.

Transition House provides housing to an extremely vulnerable community. Each employee is in close proximity to residents and clients. Due to the sensitive nature of the job, all Transition House employees are considered safety sensitive positions. Therefore, Transition House is restricted from hiring OMMA card-holders.

#### Requesting a Reasonable Accommodation

If you believe you need an accommodation because of your disability, you are responsible for immediately requesting a reasonable accommodation from the Executive Director You may make the request orally or in writing. Transition House encourages employees to make their request in writing on Transition House's Accommodation Request Form, and to include relevant information, such as:

- A description of the accommodation you are requesting.
- The reason you need an accommodation.
- How the accommodation will help you perform the essential functions of your job.

The ADA Accommodation Request Form is attached at the end of this Employee Handbook.

After receiving your oral or written request, Transition House will engage in an interactive dialogue with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could overcome those limitations. Transition House encourages you to suggest specific reasonable accommodations that you believe would allow you to perform your job. However, Transition House is not required to make specific accommodation requested by you and may provide an alternative, effective accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on Transition House.

#### **Medical Information**

If your disability or need for accommodation is not obvious, Transition House may ask you to provide supporting documents showing that you have a disability within the meaning of the ADA and applicable state or local laws, and that your disability necessitates a reasonable accommodation. If the information provided in response to this request is insufficient, Transition House may require that you see a health care professional of Transition House's choosing, at Transition House's expense. In those cases, if you fail to provide the requested information or see the designated health care professional, your request for a reasonable accommodation may be denied.

Transition House will keep confidential any medical information that it obtains in connection with your request for a reasonable accommodation.

# **Determinations**

Transition House makes determinations about reasonable accommodations on a case-by-case basis considering various factors and based on an individualized assessment in each situation.

Transition House strives to make determinations on reasonable accommodation requests expeditiously, and will inform the individual once a determination has been made. If you have any questions about a reasonable accommodation request you made, please contact the Executive Director.

#### No Retaliation

No one will be subject to, and Transition House prohibits, any form of discipline, reprisal, intimidation, or retaliation for good faith reports or complaints of incidents of discrimination of any kind, pursuing any discrimination claim, or cooperating in related investigations. For more information on Transition House's Anti-Retaliation Policy see Section 2.6.

# 2.9. RELIGIOUS ACCOMMODATIONS

#### Commitment to Equal Employment Opportunities

Transition House complies with Title VII of the Civil Rights Act of 1964, and all applicable state and local fair employment practice laws, and is committed to providing equal employment opportunities to all individuals, regardless of their religious beliefs and practices or lack thereof. Consistent with this commitment, Transition House will provide a reasonable accommodation of an applicant's or employee's sincerely held religious belief if the accommodation would resolve a conflict between the individual's religious beliefs or practices and a work requirement, unless doing so would create an undue hardship for the Transition House.

#### Requesting a Religious Accommodation

If you believe you need an accommodation because of your religious beliefs or practices or lack thereof, you should immediately request an accommodation from the Executive Director. You may make the request orally or in writing. Transition House encourages employees to make their request in writing on Transition House's Accommodation Request Form and to include relevant information such as:

- A description of the accommodation you are requesting.
- The reason you need an accommodation.
- How the accommodation will help resolve the conflict between your religious beliefs or practices or lack thereof and one or more of your work requirements.

The Religious Accommodation Request Form is attached at the end of this Employee Handbook.

After receiving your oral or written request, Transition House will engage in a dialogue with you to explore potential accommodations that could resolve the conflict between your religious beliefs and

practices and one or more of your work requirements. Transition House encourages you to suggest specific reasonable accommodations that you believe would resolve any such conflict. However, Transition House is not required to make the specific accommodation requested by you and may provide an alternative, effective accommodation, to the extent any accommodation can be made without imposing an undue hardship on Transition House.

# **Supporting Information**

Transition House may ask you to provide additional information about your religious practices or beliefs and the accommodation requested. If you fail to provide the requested information, your request for an accommodation may be denied.

#### **Determinations**

Transition House makes determinations about religious accommodations on a case-by-case basis considering various factors and based on an individualized assessment in each situation.

Transition House strives to make determinations on religious accommodation requests expeditiously and will inform the individual once the determination has been made. If you have any questions about an accommodation request you make, please contact the Executive Director.

#### No Retaliation

No one will be subject to, and Transition House prohibits, any form of discipline, reprisal, intimidation, or retaliation for good faith reports or complaints of incidents of discrimination of any kind, pursuing any discrimination claim, or cooperating in related investigations. For more information on Transition House's Anti-Retaliation Policy see Section 2.6.

# 2.10. COMPLAINT PROCEDURE POLICY

#### Complaints/ Grievances

If an employee believes that he or she has received unfair treatment, been the object of an incorrect application of the employment policy, or that there has been a violation, misinterpretation, or inequitable application of any policy in this Employee Handbook, that individual may avail himself or herself of the complaint procedure described below.

Employees must not file complaints about employee actions that are taken to ensure Transition House's compliance with federal, state, or local laws.

# Time Frame

To ensure proper resolution of grievances, an employee must follow the established time frames whenever possible. Grievances should be filed within 5 business days after the event that is the basis of the grievance. Grievances that are not filed and appealed within a reasonable time, as determined by Transition House, after the occurrence of the event will be considered to have been waived.

The Complaint Form is attached at the end of this Employee Handbook.

# **Complaint Procedure**

Employees are encouraged to use the following procedure when they believe that they have been treated unfairly or that a policy has been incorrectly applied. No employee will be discriminated against for filing a grievance or appeal in accordance with this procedure:

1. Before filing a grievance, the employee shall first discuss the problem that gave rise to the grievance with the person with which the employee is struggling with. If the informal discussion

does not resolve the problem, the employee shall prepare an oral or written grievance and file it with his or her supervisor. Upon receipt of the written grievance, the supervisor shall schedule a meeting with the aggrieved party within 5 business days to discuss the grievance. Within 5 business days of when the meeting was held, the supervisor shall issue a written response to the employee.

- 2. If an employee is dissatisfied with the response of his or her supervisor, he or she may, within 5 business days, file an appeal of the response/decision with the supervisor, who will forward it to the Executive Director. The appeal must explain why the employee disagrees with the response/decision of the supervisor. The Executive Director will acknowledge receipt of the appeal to the employee as soon as it is received. Within 5 business days after receipt of the appeal, the Executive Director will either issue a decision or, if it is determined that a further meeting is necessary, notify the employee of the date on which the meeting will be held. The Executive Director will issue a written decision within 5 business days after the meeting, if any.
- 3. If the employee is dissatisfied with the decision of the Executive Director, he or she may, within 5 business days of receipt, file an appeal with the Executive Director, who will then forward it to the President of the Board of Directors. The appeal must include a statement indicating why the employee disagrees with the decision of the Executive Director. The Executive Committee of the Board of Directors will acknowledge receipt of the appeal. Within 30 business days after receipt of the appeal, the Executive Committee will either render a written decision or, if it is determined that a further meeting is necessary with the employee, notify the employee of the date of the scheduled meeting. If a meeting is held, the Executive Committee will provide a written decision within 30 business days after the meeting was concluded. A copy of the decision will be forwarded to the President of the Board of Directors.

The Executive Committee, on behalf of the Board of Directors, has the final Transition House with respect to the resolution of grievances. The President is ultimately responsible for communicating the Board's response to an employee's grievance.

#### Documentation

Documentation of all grievances will be maintained (separate from employee personnel files) by the President of the Board of Directors. Documentation will include a description of the complaint, steps taken in response, and a summary of how the concern was addressed.

#### No Retaliation

No one will be subject to, and Transition House prohibits, any form of discipline, reprisal, intimidation, or retaliation for good faith reports or complaints of incidents of any kind or cooperating in related investigations. For more information on Transition House's Anti-Retaliation Policy see Section 2.7.

# 2.11. STANDARDS OF CONDUCT

To function effectively, every organization must develop policies and procedures to protect its clients and to ensure that co-workers' and the organization's rights are respected. Transition House is no exception. Conduct that may be disruptive, unproductive, unethical, or illegal will not be tolerated.

This policy applies to employees, volunteers, and independent contractors.

Violations of the Standard of Conduct Policy may lead to disciplinary action, which, based on the circumstances of each individual case, could result in corrective action up to and including termination. The following is a non-exhaustive list of conduct that may violate this Policy:

- Falsifying records.
- Engaging in fraud.
- Embezzlement of any kind.
- Removing employer property from the premises without authorization.
- Stealing or attempting to steal employer or employee property.
- Being habitually tardy or absent.
- Engaging in poor timekeeping.
- Fighting on employer property at any time.
- Being under the influence of intoxicating substances on employer property at any time.
- Gambling on employer premises at any time.
- Sleeping on the job.
- Using offensive or profane language on employer premises.
- Bringing dangerous or unauthorized weapons onto employer premises.
- Being absent from work without authorization during scheduled work hours.
- Defacing employer property.
- Engaging in criminal activity.
- Violating or abusing employer policies.
- Neglecting job duties
- Failure to adhere to documentation deadlines.
- Bringing Transition House into serious disrepute.
- Soliciting during work.
- Unauthorized outside employment.

Transition House may consider an employee's job performance, prior violation of work rules, and other relevant circumstances in determining whether to counsel, warn, suspend, or discharge an employee. It is up to the employee's supervisor and Transition House to decide whether corrective action, up to and including termination of employment, is appropriate.

#### 2.12. CODE OF ETHICS AND CONFLICT OF INTEREST POLICY

Transition House is committed to achieving the highest standards of professionalism and ethical conduct in its operations and activities and expects employees to conduct their business according to the highest ethical standard of conduct and to comply with all applicable laws. This policy is intended to increase awareness of potential conflicts of interest and establish a procedure for reporting them.

This policy applies to both employees, volunteers, and independent contractors.

# Conflict of Interest

Employees should always act in the best interest of Transition House and not permit outside interests to interfere with their job duties. Transition House prohibits all employees from using their position with Transition House or Transition House's relationship with clients, customers, vendors, suppliers, or contractors for private gain or to obtain benefits for themselves, members of their family, friends, or associates.

For purposes of this policy, a potential conflict of interest occurs when an employee's outside interests (for example, financial or personal interests) interfere with Transition House's interest or the employee's work-related duties. For example, a conflict of interest can occur when an employee is in a position to influence a decision that may result in a personal gain for the employee or the employee's family member, friend, or associate as a result of Transition House's business dealings.

If you have questions about whether a situation is a potential conflict of interest, please contact the Executive Director.

# Favors and Gifts

Business decisions should be made in the best interest of Transition House. Transition House prohibits employees from seeking or accepting gifts, favors, entertainment, payment or loans for themselves, their family members, friends, or associates from any client, customer, vendor, supplier, contractor, or other party doing business with Transition House, **except for gifts for which approval is obtained from** Transition House. If an employee violates this policy, Transition House will take prompt corrective action, up to and including termination of employment, if appropriate.

Employees who wish to provide tickets to potential or actual donors, volunteers, customers, vendors, suppliers, contractors, or other parties doing business with Transition House should obtain prior approval from the Executive Director.

# Reporting Procedure

If you become aware of any potential conflict of interest or ethical concern regarding your employment or another employee, you must promptly speak to, write, or otherwise contact the Executive Director immediately. If the conduct involves the Executive Director, contact the President of the Board immediately. You should be as detailed as possible. Transition House will thoroughly investigate all concerns regarding conflicts of interest and other ethical concerns.

Transition House will determine whether a conflict of interest exists and what action should be taken.

#### No retaliation

Individuals will not be retaliated against for reporting a conflict of interest or ethical concern. Transition House expressly prohibits any form of discipline, reprisal, intimidation, or retaliation against any individual for reporting a conflict of interest or ethical concern. For more information on Transition House's Anti-Retaliation Policy see Section 2.6.

#### 2.13. OUTSIDE EMPLOYMENT

Transition House recognizes that some employees may want to engage in outside employment and other activities, including second jobs, consulting engagements, self-employment, and volunteer activities. To protect Transition House's confidential information, trade secrets, and other business interests while employees are engaged in outside employment, Transition House has adopted the following rules and guidelines relating to outside employment by employees:

- Before beginning outside employment, and/ or other activities described above, employees must give written notice of the outside employment to the Executive Director and obtain advance written approval from the Executive Director.
- Outside employment must not interfere with the employee's work performance or work schedule.
- Employees may not use Transition House's property, facilities, equipment, supplies, IT systems (such as computers, networks, email, telephones, or voicemail), time, trademark, brand, or reputation in connection with any outside employment.
- Employees engaging in outside employment must comply with Transition House's policies on conflicts of interest and confidential information.
- Employees may not engage in any outside employment for an employer that competes with Transition House.

If you are considering outside employment but are not sure if it complies with the rules and guidelines set out in this policy, you should speak with the Executive Director, who will help you determine whether the outside employment complies with this policy.

#### Student Staff

Transition House is committed to supporting its student staff members. Student staff may work on school where it does not interfere with Transition House job duties or need.

# Internship Hours/Requirements

Staff requiring internship hours may have such internship hours approved by the Executive Director in writing. Reach out to the Executive Director to determine a written plan.

# Volunteering for Transition House

Transition House complies with federal grant requirements and the Fair Labor Standards Act. As such, employees may not volunteer for Transition House absent prior written approval from the Executive Director.

# 2.14. Dress Code and Grooming

# **Dress Code and Grooming Standards**

Transition House strives to maintain a professional atmosphere that is conducive to our business environment, contributes to the morale of all employees, and projects an image of efficiency and professionalism to the public.

Employees, independent contractors, and volunteers are relied upon to exercise common sense and good judgment regarding their clothing and appearance in the workplace and to dress in a manner that is consistent with the goals of this policy.

Generally, employees should maintain a clean and neat appearance in the workplace and dress according to the requirements of their positions, which may include concerns regarding safety and interactions with clients or customers and accurately representing Transition House's public image.

Tattoos may be visible if the images or words do not convey violence, discrimination, profanity or sexually explicit content. Tattoos containing such messages must be covered with bandages, clothing, or cosmetics.

Any employee or volunteer who is not dressed in proper professional attire consistent with this policy will be considered unsuitable to work and may be asked to go home and return to work appropriately dressed. Employees who disregard this policy and its standards will be subject to discipline, up to and including termination of employment.

# Request for Reasonable Accommodation

Any employee that requires a reasonable accommodation for reason based on religion or other grounds protected by federal, state, or local laws should immediately contact the Executive Director. Reasonable accommodation will be granted unless it would cause an undue hardship on Transition House.

#### No Retaliation

Individuals will not be retaliated against for requesting a reasonable accommodation in connection with this policy. Transition House expressly prohibits any form of discipline, reprisal, intimidation, or retaliation against any individual. For more information on Transition House's Anti-Retaliation Policy see Section 2.6.

# 2.15. SOLICITATION AND DISTRIBUTION

Transition House has established rules to maintain and promote safe and efficient operations, employee discipline, and an attractive clutter-free work place and minimize non-work-related activities that could interfere with quality of work and teamwork.

In order to achieve the above goals, employees may not:

- Solicit other employees during working time.
- Distribute literature during working time.
- Distribute literature at any time in working areas.

Employees who violate any provisions of this policy may be subject to discipline, up to and including termination of employment.

The sole exceptions to this policy are for solicitations and distributions related to charitable activities approved by Transition House.

#### **Definitions**

**Solicitation** includes, but is not limited to, approaching someone in person or through Transition House's property such as computers, smartphones, email systems and intranets for the following purposes:

- Offering anything for sale.
- Asking for donations.
- Collecting funds or pledges.
- Seeking to promote, encourage, or discourage participation in or support for any organization, activity or event, or membership in any organization.
- Distributing or delivering membership cards or applications for any organization.

**Distribution** includes, but is not limited to, disseminating or delivering in person or through organization's property such as bulletin boards, computers, smartphones, emails and intranets, any literature or other materials including circulars, notices, papers, leaflets, or other printed, written or electronic matter (except that distributing or delivering membership cards or applications for any organization is considered solicitation and not distribution).

**Working time** includes any time in which either the person doing the solicitation or distribution or the person being solicited or to whom non-business literature is being distributed, is engaged in or required to be performing work tasks. Working time excludes times when employees are properly not engaged in performing work tasks, including breaks and meal times.

**Working areas** include areas controlled by Transition House where employees are performing work, excluding, for example, cafeterias, break rooms, and parking lots.

#### 2.16. IT RESOURCES AND COMMUNICATION SYSTEMS POLICY

Transition House's computers, telephones, networks, communications systems, and other IT resources are intended for business purposes only during working time and at all other times. To protect Transition House and its employees, it is Transition House's policy to restrict the use of all IT resources and communications systems as described below. Each user is responsible for using these resources and systems in a productive, ethical, and lawful manner.

This policy also applies to accessing computers from a remote location.

Transition House's policies prohibiting harassment, namely the Anti-Harassment and Anti-Retaliation policies, apply to the use of the company's IT resources and communications systems. No one may use any communications or computer systems in a manner that may be construed by others as harassing or offensive based on race, color, religion, creed, national origin or ancestry, sex (including gender, sexual orientation, gender expression, and pregnancy), age, physical or mental disability, veteran status, genetic information, citizenship, or any other characteristic protected under applicable federal, state, or local law.

The use of Transition House's IT resources and communications systems by an employee shall signify his or her understanding of, and agreement to, the terms and conditions of this policy, as a condition of employment.

# Security, Access, and Passwords

It is the responsibility of each employee to adhere to IT security guidelines, including but not limited to, the creation, format, and scheduled changes of passwords. All usernames, pass codes, passwords, and information used or stored on the company's computers, networks, and systems are the property of Transition House. No employee may use a username, pass code, password, or method of encryption that has not been issued to that employee or authorized in advance by Transition House.

No employee shall share usernames, pass codes, or passwords with any other person, except for, if assigned to the employee, the administrative assistant of the employee. An employee shall immediately inform the IT department if such employee knows or suspects that any username, pass code, or password has been improperly shared or used, or that the IT security has been violated in any way.

# Resources and Systems Covered by this Policy

This policy governs all IT resources and communications systems owned by or available at Transition House and all use of such resources and systems when accessed using an employee's own resources, including but not limited to:

- Email systems and accounts.
- Internet and intranet access.
- Telephones and voicemail systems, including wired and mobile phones, smartphones, and pagers.
- Printers, photocopiers, and scanners.
- Fax machines, e-fact systems (paperless office), and modems.
- All other associated computer, network, and communications systems, hardware, peripherals, and software, including network key fobs and other devices.
- Closed-circuit television (CCTV) and all other physical security systems and devices, including access key cards and fobs.

# No Expectation of Privacy

All contents of Transition House's IT resources and communications systems are the property of Transition House. Therefore, employees and volunteers should have no expectation of privacy whatsoever in any message, file, data, document, facsimile, telephone conversation, social media post, conversation, or any other kind or form of information or communication transmitted to, received, or printed from, or stored or recorded on the company's electronic information and communications systems.

Employees and volunteers are expressly advised that, to prevent against misuse, **Transition House** reserves the right to monitor, intercept, and review, without further notice, every employee's activities using Transition House's IT resources and communications systems, including but not limited to, email (both outgoing and incoming), telephone conversations and voicemail recordings, instant messages, and internet and social media postings and activities. Employees consent to such

monitoring by your acknowledgment of this policy and your use of such resources and systems. This might include, without limitation, the monitoring, intercepting, accessing, recording, disclosing, inspecting, reviewing, retrieving, and printing of transactions, messages, communications, postings, logins, recordings, and other uses of systems as well as keystroke capturing and other network monitoring technologies.

The company may also store copies of such data and communications for a period of time after they are created, and may delete such copies from time to time without notice.

Do not use the company's IT resources and communications systems for any matter that you desire to be kept private or confidential from the company.

# Network Systems

Transition House maintains integrated computer and data communication networks to facilitate all aspects of its business. You may never sign on to any network equipment using the password or username of another employee. No employee should access, attempt to access, alter, or delete any network document except in furtherance of authorized Transition House business.

# Downloading and Installing Software/Website Agreements

Email and downloading from the internet are prime sources of viruses and other malicious software. Therefore, no one may download or install any software or shareware to their hard drive that is not expressly authorized or approved by the Executive Director. In addition, employees may not accept the terms or conditions of website agreements without first obtaining approval from the Executive Director.

# Confidentiality and Proprietary Rights

Transition House's confidential information, confidential information that has been entrusted to Transition House and intellectual property (including donors) are extremely valuable to Transition House. Employees and volunteers should treat them accordingly and do jeopardize them through your business or personal use of electronic communications systems, including email, text messaging, internet access, social media, and telephone conversations and voice mail.

Disclosure of Transition House's confidential information or the confidential information of minors to anyone outside Transition House is subject to the Confidential Information Policy. Employees should ask the Executive Director if unsure whether to disclose confidential information to particular individuals or how to safeguard the company's proprietary rights.

Do not use Transition House's name, brand names, logos, taglines, slogans, or other trademarks without written permission from Transition House.

This policy also prohibits the use of the company's IT resources and communications systems in a manner that would infringe on or violate the proprietary rights of third parties. Electronic communications systems provide easy access to vast amounts of information, including material that is protected by copyright, trademark, patent, and/or trade secret law. Employees and volunteers should not knowingly use or distribute such material downloaded from the internet or received by email without the prior written permission of Transition House.

# **Email and Text Messaging**

Transition House provides certain employees and volunteers with access to email and/or text messaging systems for use in connection with performing their job duties. Transition House seeks to provide stable and secure email and text messaging systems (including SMS and internet-based instant messaging) with rapid, consistent delivery times that promote communication for business purposes without incurring

unnecessary costs or generating messages that are unproductive for the recipient. Many of the policies described below governing the use of Transition House's email and text messaging systems are aimed at reducing the overall volume of messages flowing through and stored on the network, reducing the size of individual messages, and making the system more efficient and secure.

**Spam.** Unfortunately, users of email and text messaging will occasionally receive unsolicited commercial or bulk messages (spam), which, aside from being a nuisance and a drain on IT resources, might be a means to spread computer viruses and other malicious software. Avoid opening unsolicited messages and report any suspicious messages to your supervisor. Delete all spam immediately. Do not reply to the message in any way, even if it states that you can request to be removed from its distribution list. If delivery persists, contact your supervisor who will block incoming messages from that address.

Users should be aware that spammers have the ability to access email addresses that are listed as senders or recipients on email messages, on websites, user discussion groups, and other internet areas. Therefore, employees should be cautious about using and disclosing your organization email address. If you use email for information gathering purposes, we strongly suggest that employees not use your Transition House email address, but rather establish a separate email account for that purpose with a free email service, such as yahoo.com, hotmail.com, or google.com.

**Etiquette.** Proper business etiquette should be maintained when communicating via email and text message. When writing business emails, be as clear and concise as possible. Sarcasm, poor language, inappropriate comments, unreasonable attempts at humor, and so on, should be avoided. When communicating via email or instant messages, there are no facial expressions and voice tones to assist in determining the meaning or intent behind a certain comment. This leaves too much room for misinterpretation. Email communications should resemble typical professional and respectful business correspondence.

# Personal Use of the Internet

Transition House recognizes that employees might work long hours and occasionally may desire to access the internet for personal activities at the office or by means of the company's computers, networks, and other IT resources and communications systems. Transition House authorizes such occasional use so long as it does not involve unprofessional or inappropriate content, does not interfere with your employment responsibilities or productivity, and does not violate any other policy in this Employee Handbook.

Using the internet to access pornographic, sexually explicit, or "hate" sites, or any other website that might violate law or Transition House's policies against harassment and discrimination is strictly prohibited. Employees that violate this policy will be subject to discipline, up to and including termination.

Transition House expressly reserves the right, without further notice, to monitor and review records of all websites visited by employees, any postings or downloads employees make while visiting websites, and during your other internet activities using Transition House's IT resources and communications systems, and employees consent to such monitoring and review by their acknowledgment of this policy and their use of internet access provided by the company. The use of social media is governed by the Social Media Policy in Section 2.17.

# Telephone and Voicemail

Transition House provides landline and/or mobile telephone access and voicemail systems to certain employees for use in connection with performing their job duties. To ensure that our clients are provided with courteous and respectful service, and to prevent misuse of Transition House's IT resources, telephone conversations and voicemail messages of every employee may, without notice, be monitored,

recorded, and reviewed. Transition House may also store recorded telephone conversations and voicemail messages for a period of time after they take place, and may delete such recordings from time to time.

**Personal Use**. Transition House discourages employees from using Transition House property for personal reasons. However, Transition House recognizes that employees might occasionally need to use company telephones and voicemail for personal activities. Transition House authorizes occasional personal use of Transition House's telephones and voicemail systems so long as it does not comprise unprofessional or inappropriate conversations or messages, and does not interfere with your employment responsibilities or productivity. Company telephones may not be used for commercial, religious, or political solicitation. Transition House expressly reserves the right, without further notice, to monitor, review, and record telephone conversations and voicemail messages you have or leave whether business or personal in nature, and you consent to such monitoring, review, and recording by your acknowledgment of this policy and by using any of telephones or voicemail systems.

# Inappropriate Use of the Organization's IT Resources and Communication Systems

You are never permitted to use the company's IT resources and communications systems, including email, text messaging, internet access, social media, telephones, and voicemail, for any inappropriate or unlawful purpose. This includes, but is not limited to:

- Misrepresenting yourself as another individual or company.
- Sending, posting, recording, or encouraging receipt of messages or information that may be offensive because of race, color, religion, creed, national origin or ancestry, sex (including gender, sexual orientation, gender expression, and pregnancy), age, physical or mental disability, veteran status, genetic information, citizenship, or any other characteristic protected under applicable federal, state, or local law. Revealing proprietary or confidential information, including official Transition House information, or intellectual property without authorization.
- Conducting or soliciting illegal activities.
- Representing your personal opinion as that of Transition House.
- Interfering with the performance of your job or jobs of other employees.
- For any other purpose that violates Transition House policies or practices.

# 2.17. PUBLIC APPEARANCES

Employees shall not make public appearances if the appearance is a result of or related to his/her employment at Transition House without the consent of the Executive Director. Public appearances shall include making oral or written statements to be reprinted, published, or taped for reproduction.

# 2.18. SOCIAL MEDIA POLICY

# **Purpose**

Transition House recognizes that the internet provides unique opportunities to participate in interactive discussions and share information on particular topics using a wide variety of social media, such as Facebook, LinkedIn, Twitter, Instagram, Snapchat, Pinterest, Tumblr, blogs, TikTok, and wikis. However, employees' use of social media can pose a risk to Transition House's confidential and proprietary information, reputation, and brands, can expose the company to discrimination and harassment claims, and can jeopardize Transition House's compliance with business rules and laws.

This policy applies to employees, volunteers, and independent contractors.

To minimize these business and legal risks, to avoid loss of productivity and distraction from employee's job performance, and to ensure that the organization's IT Resources and Communication's Systems

Policy is followed as described above and in Section 2.16, Transition House expects its employees to adhere to the following guidelines and rules regarding social media use.

Apart from personal use of social media in accordance with this policy, Transition House encourages its employees to participate responsibly in these media as a means of generating interest in Transition House's events and services, so long as all of Transition House's rules and guidelines regarding social media usage, particularly in a business context, are adhered to.

#### Compliance with Related Policies and Agreements

All of Transition House's policies that might apply to social media use remain in full force and effect. Employers and volunteers should always adhere to them when using social media. In particular, the following policies should be kept in mind:

- Anti-Harassment Policy
- Anti-Retaliation Policy
- Confidential Information and Records Policy
- IT resources and Communication Systems Policy

Social Media should never be used in a way that violates any other Transition House policies or employee obligations. If other social media activity would violate any of Transition House's policies in another forum, it would also violate them in an online forum. For example, employees and volunteers are also prohibited from using social media to:

- Violate Transition House's IT Resources and Communication System Policy.
- Violate Transition House's confidentiality policies.
- Violate Transition House's Ethics and Standards of Conduct Policy.
- Engage in unlawful harassment.
- Circumvent policies prohibiting unlawful discrimination against current employees or applicants for employment.
- Violate the confidentiality of minors.
- Violate Transition House's privacy policies (for example, never access private password-protected sites of coworkers or other Transition House members without permission).
- Violate any other laws or ethical standards (for example, never use social media in a false or misleading way, such as claiming to be someone other than yourself or by creating an artificial "buzz" around our organization, products, or services).

#### Personal Use of Social Media

Transition House recognizes that employees might work long hours and occasionally may desire to use social media for personal activities at the office or by means of the organization's computers, networks, and other IT Resources and Communication Systems. Transition House authorizes this use during nonworking time so long as it does not involve vulgar, obscene, threatening, intimidating, or harassing content, is not maliciously false, does not violate any other Transition House policies or employee obligations, and does not interfere with employee employment responsibility or productivity.

# No Expectation of Privacy

All contents of Transition House's IT Resources and Communication Systems are the property of Transition House. Therefore, employees should have no expectation of privacy whatsoever in any message, files, data, document, facsimile, telephone conversation, social media post, conversation or message, or any other kind of information or communications transmitted to, received or printed from, or stored or recorded on Transition House's electronic information and communications systems.

You are expressly advised that in order to prevent misuse, **Transition House reserves the right to** monitor, intercept, and review, without further notice, every employee's activities using Transition House's IT resources and communication systems, including, but not limited to, social media postings and activities, and you consent to such monitoring by your acknowledgment of this policy and your use of such resources and systems. This might include, without limitation, the monitoring, interception, accessing, recording, disclosing, inspecting, reviewing, retrieving, and printing of transactions, messages, communications, postings, logins, recordings, and other uses of the system as well as keystroke capturing and other network monitoring technologies.

Transition House also may store copies of such data or communications for a period of time after they are created, and may delete such copies from time to time without notice. Do not use Transition House's IT resources and communications systems for any matter that you desire to be kept private or confidential from Transition House.

#### Business Use of Social Media

If employees are required to use social media as part of their job duties, for Transition House's marketing, public relations, recruitment, communications, or other business purposes, employees should carefully review Transition House's Social Media Use Policy. Note that Transition House owns all social media accounts used on behalf of Transition House, including any and all log-in information, passwords, and content associated with each account, such as followers and contacts. Transition House owns all such information and content regardless of the employee that opens the account or uses it, and will retain such information and content regardless of separation of any employee from employment with Transition House. If employee job duties require such employee to speak on behalf of Transition House in a social media environment, such employee must still seek approval for such communication from your supervisor, who may require the employee to receive training before doing so and impose certain requirements and restrictions regarding employee activities. Likewise, if employees are contacted for comment about Transition House for publication, including any social media outlet, such employees should direct the inquiry to the Executive Director and refrain from responding without written approval.

# Guidelines for Employee's Responsible Use of Social Media

The above material covers specific rules, policies, and contractual obligations that employees must follow in using social media, whether for personal or business purposes, in consideration of their employment and subject to discipline for violations. The following sections of the policy provide employees with common sense guidelines and recommendations for using social media responsibly and safely, in the best interests of Transition House. These guidelines reflect the "duty of loyalty" all employees owe their employers, and are not intended to add to, contract, limit, or replace applicable mandatory rules, policies, legal requirements, legal prohibitions, and contractual obligations.

**Protect Transition House's, Brands, and Business Reputation.** Employees are personally responsible for what they communicate in social media. Remember that what employees post might be available to read by the public (including the company itself, future employers, and social acquaintances) for a long time. Employees should keep this in mind before posting content.

Employees should make it clear in their social media activity that they are speaking on their own behalf. Employees should write in the first person and use their personal email address when communicating via social media. Employees should never post anonymously to social media sites when their post could be attributed to Transition House, its affiliates, customers, clients, business partners, suppliers, vendors, or other stakeholders. Anonymous posts can be traced back to the original sender's email address. Follow all guidelines in this policy regarding social media postings.

If employees disclose their affiliation as an employee of Transition House, it is recommended that the employee also include a disclaimer that their views do not represent those of Transition House. For example, employees should consider such language as "the views in this posting reflect my personal views and do not represent the views of my employer."

Employees should use good judgment about what they post and remember that anything employees say can reflect on Transition House, even if employees do include a disclaimer. Employees should always strive to be accurate in their communications about Transition House and remember that their statements have the potential to result in liability for the employee or Transition House. Transition House encourages professionalism and honesty in social media and other communications.

Respect Intellectual Property and Confidential Information. Transition House's confidential information policy restricts employees' use and disclosure of company's trade secrets, confidential information, and intellectual property. Beyond these mandatory restrictions, employees should treat the company's trade secrets, intellectual property, and other proprietary information about Transition House's employees and clients as confidential and refrain from doing anything to jeopardize or unwittingly disclose them through employee's use of social media. In addition, employees should avoid misappropriating or infringing on the intellectual property of other companies and individuals, which can create liability for employees and Transition House.

Respect laws regarding copyrights, trademarks, and other third-party rights. To protect employees and Transition House against liability for copyright or trademark infringement, where appropriate, references sources of particular information employees post or upload and cite them accurately. If employees should have any questions about whether a particular post or upload might violate the copyright or trademark of any person or company, the employee should contact the Executive Director before making the communication.

Respect and Comply with Terms of Use of All Sites You Visit. Do not expose employees or Transition House to legal risk by using social media sites in violation of its terms of use. Employees should review the terms of use of all social media sites they visit and ensure their use complies with them. If employees are using social media as part of their job duties, such employees pay particular attention to terms relating to:

- Prohibitions or restrictions on the use of the social media site, including prohibitions or
  restrictions on use for advertising, marketing and promotions, or other commercial purposes (for
  example, Facebook's Statement of Rights and Responsibilities and accompanying Promotional
  Guidelines specify the terms for business administering promotions through Facebook).
- Ownership of intellectual property used on, or information collected or generated through use of, the site (for example, any of Transition House's copyrighted material and trademarks that might be posted on the site, or user information the organization collects through the site).
- Requirement for licenses or other permissions allowing use by the site owner and other third parties of the organization's trademarks or other intellectual property.
- Privacy rights and responsibilities of the site owner and users.

**Respect Others**. In addition to complying with Transition House's Anti-Harassment, Anti-Retaliation, and Anti-Discrimination policies, employees should not post, or express a viewpoint on another's post, such as by "liking" a Facebook post, anything that Transition House's customers, clients, business partners, suppliers, or vendors would find offensive, including ethnic slurs, sexist comments, discriminatory comments, profanity, abusive language, obscenity, or material that is maliciously false.

Neither supervisors nor direct reports should feel pressured to accept any social media requests from anyone at Transition House.

# 2.19. FUNDRAISING POLICY

This Fundraising Policy shall apply to volunteers, independent contractors, and employees of Transition House.

All fundraising activities must be approved by the Executive Director prior to implementation to ensure such activities are conductive to the purpose of Transition House. Appropriate oversight, as determined by the Executive Director, will be required to ensure funds are appropriately tracked and donor intent is fulfilled.

Any employee, supporter, or other member of Transition House who wishes to create an event or gathering where money will be raised or solicited on behalf of Transition House, must abide by the following requirements:

- A written request must be sent to the Executive Director describing the activity, date, time, location, and purpose.
- The proposed activity must be approved by the Executive Director in writing.
- A representative of Transition House must attend or monitor the activity.
- All donations should be dealt with in accordance with Transition House's Financial Policies.

No individual, employee or otherwise, may use Transition House's trademark or logo without authorization from Transition House and the execution of a Trademark and Logo Agreement.

# 2.20. COMPANY PHONE POLICY

When job duties or business needs demand, Transition House may issue a business cellphone ("Company Phone") to an employee for work-related communications. Employees may not use the Company Phones for personal purposes.

Employees in possession of Company Phones are expected to protect the equipment from loss, damage or theft. Upon resignation or termination of employment, or at any time on request, the employee may be asked to produce the phone for return or inspection.

All Protected Health Information (PHI) under the Health Insurance Portability and Accountability Act (HIPPA) must remain on Transition House-issued laptops or other devices. Unsecured devices may not be used to transmit PHI.

# No Expectation of Privacy

All materials, data, communications and information, including but not limited to email, (both outgoing and incoming), telephone conversations and voice mail recordings, instant messages, and internet and social media postings and activities ("content") created on, transmitted to, received or printed from, or stored or recorded on a Company Phone is the property of Transition House.

You are expressly advised that in order to prevent misuse, **Transition House reserves the right to monitor**, **intercept**, **and review**, **without further notice**, **all content created on**, **transmitted to**, **received or printed from**, **or stored or recorded on the Company Phone**. This might include, without limitation, the monitoring, interception, accessing, recording, disclosing, inspecting, reviewing, retrieving and printing of transactions, messages, communications, postings, log-ins, recordings, and other uses of devices, as well as keystroke capturing and other network monitoring technologies, whether the device is

in your possession or Transition House's possession. Therefore, you should have no expectation of privacy whatsoever in any content created on, transmitted to, received or printed from, or stored or recorded on the Company Phone.

Transition House may also store copies of such content for a period of time after they are created, and may delete such copies from time to time without notice. In addition, Transition House may obtain and disclose copies of such content to the content of the entire Company Phone for litigation or investigations.

#### Security Requirements

To protect Transition House's confidential business information from being lost or becoming public, you must immediately report any Company Phone that is lost, stolen, or accessed by unauthorized persons or otherwise compromised so Transition House can assess the risk, and, if necessary, remotely erase the entire Company Phone. Employees must also promptly provide Transition House with access to the Company Phone when requested.

Transition House's IT Resources and Communication Systems Policy and Social Media Policy apply to all uses of the Company Phone. In addition, employees must password protect the Company Phone through the use of strong passwords according to the Executive Director's instructions and maintain the device's settings such that it locks itself and requires a password if it is idle for five minutes.

At all times, you must use your best efforts to physically secure the Company Phone against loss, theft, or use by persons who have not been authorized to access the device by Transition House.

# Appropriate Use

Transition House's policies prohibiting harassment, discrimination, and retaliation apply to the use of the Company Phone under this policy namely, Equal Employment Opportunity Policy, Anti-Harassment Policy, and Anti-Discrimination Policy. You may not use the Company Phone in a manner that may be construed by others as harassing or offensive based on race, color, religion, creed, national origin or ancestry, sex (including gender, sexual orientation, gender expression, and pregnancy), age, physical or mental disability, veteran status, genetic information, citizenship, or any other characteristic protected under applicable federal, state, or local law.

Nonexempt employees using the Company Phone under this policy are not permitted to use the Company Phone for work purposes during nonworking hours without prior written authorization from Transition House.

Transition House prohibits employees from talking, texting, using a hands-free device, emailing, or otherwise using the Company Phone while operating an Transition House vehicle or while operating a personal vehicle on Transition House business. Employees must also abide by all applicable legal prohibitions on the same. For their own health and safety and health and safety of others, employees should not use the Company Phone while operating vehicles of any kind.

#### Technological Support

Transition House does provide technological support for the Company Phone. If the Company Phone requires maintenance or is damages or broken, contact the Executive Director.

# Confidentiality and Proprietary Rights

Transition House's confidential information and intellectual property, including donors, are extremely valuable to Transition House. You must treat them accordingly and not jeopardize them through your use of the Company Phone. Disclosure of Transition House's confidential information to anyone outside

Transition House and use of Transition House's intellectual property, during or after termination of the employment relationship, is subject to Transition House's confidentiality policies.

Any work created, stored, or maintained on the Company Phone is subject to Transition House's policies addressing confidentiality.

# Consequences for Failure to Comply

Employees who violate any provision of this policy are subject to discipline, up to and including termination of employment.

# 2.21. Bringing your own Device to Work

Transition House may require employees to utilize their personal devices for business purposes. To protect Transition House and its employees, any use of a device for business purposes must conform to this policy as described below. In addition, each user is responsible for using his or her device in a sensible, productive, ethical, and lawful manner.

This policy applies to work performed on a device on Transition House's behalf during working and nonworking hours, on and off of Transition House's premises. This policy also applies to accessing computers from a remote location.

All Protected Health Information (PHI) under the Health Insurance Portability and Accountability Act (HIPPA) must remain on Transition House-issued laptops or other devices. Unsecured personal devices may not be used to transmit PHI.

#### No Expectation of Privacy

All materials, data, communications and information, including but not limited to email, (both outgoing and incoming), telephone conversations and voice mail recordings, instant messages, and internet and social media postings and activities ("content") created on, transmitted to, received or printed from, or stored or recorded on the device for Transition House's business or on behalf of Transition House is the property of Transition House, regardless of who owns the device(s) used.

You are expressly advised that in order to prevent misuse, **Transition House reserves the right to monitor**, **intercept**, **and review**, **without further notice**, **all content created on**, **transmitted to**, **received or printed from**, **or stored or recorded on the device**. This might include, without limitation, the monitoring, interception, accessing, recording, disclosing, inspecting, reviewing, retrieving and printing of transactions, messages, communications, postings, log-ins, recordings, and other uses of devices, as well as keystroke capturing and other network monitoring technologies, whether the device is in your possession or Transition House's possession. Therefore, you should have no expectation of privacy whatsoever in any content created on, transmitted to, received or printed from, or stored or recorded on the device for Transition House's business or on behalf of Transition House.

Transition House may also store copies of such content for a period of time after they are created, and may delete such copies from time to time without notice. In addition, Transition House may obtain and disclose copies of such content to the content of the entire device (including personal content) for litigation or investigations.

By signing the Employee Handbook Acknowledgement, you consent to such monitoring. You also agree that the use of any device for Transition House's business or on behalf of Transition House is at your own risk and Transition House will not be responsible for any losses, damages, or liability arising out of the use of any device for Transition House's business or on behalf of Transition House under this policy,

including any loss, corruption, or use of any content or loss of access to or use of any device, its software, or functionality.

# **Security Requirements**

To protect Transition House's confidential business information from being lost or becoming public, you must immediately report any device used for Transition House's business or on behalf of Transition House that is lost, stolen, or accessed by unauthorized persons or otherwise compromised so Transition House can assess the risk, and, if necessary, remotely erase the entire device. Employees must also promptly provide Transition House with access to the device when requested or required for Transition House's legitimate business purposes, including in the event of any security incident or investigation.

Transition House's IT Resources and Communication Systems Policy and Social Media Policy apply to all uses of employee's device. In addition, employees must password protect the device through the use of strong passwords consistent with Transition House's current password policies and procedures and maintain the device's settings such that it locks itself and requires a password if it is idle for five minutes.

At all times, you must use your best efforts to physically secure the device against loss, theft, or use by persons who have not been authorized to access the device by Transition House.

#### Appropriate Use

Transition House's policies prohibiting harassment, discrimination, and retaliation apply to the use of all devices under this policy namely, Equal Employment Opportunity Policy, Anti-Harassment Policy, and Anti-Discrimination Policy. You may not use any device in a manner that may be construed by others as harassing or offensive based on race, color, religion, creed, national origin or ancestry, sex (including gender, sexual orientation, gender expression, and pregnancy), age, physical or mental disability, veteran status, genetic information, citizenship, or any other characteristic protected under applicable federal, state, or local law.

Nonexempt employees using their own devices under this policy are not permitted to use their devices for work purposes during nonworking hours without prior written authorization from Transition House.

Any employees who discontinue use of their devices under this policy or leave Transition House's employment must allow Transition House to remove any of Transition House's work product or sensitive business content from their devices and to disable any software or services provided by Transition House on their devices.

Transition House prohibits employees from talking, texting, using a hands-free device, emailing, or otherwise using a device while operating a Transition House vehicle or while operating a personal vehicle on Transition House business. Employees must also abide by all applicable legal prohibitions on the same. For their own health and safety and health and safety of others, employees should not use their devices while operating vehicles of any kind.

#### Technological Support

Transition House does not provide technological support for employee devices. By signing the Employee Handbook Acknowledgment, you acknowledge that you alone are responsible for any repairs, maintenance or replacement costs and services.

# **Cost and Reimbursements**

Employees must pay for their own device costs under this policy, including but not limited to, voice and data usage charges and costs for device acquisition and repair. By signing the Employee Handbook Acknowledgment, employees acknowledge that you alone are responsible for all costs associated with

your device and that you understand your business usage of your device may increase amounts due under your device's voice and/or data plan.

# Confidentiality and Proprietary Rights

Transition House's confidential information and intellectual property, including donors, are extremely valuable to Transition House. You must treat them accordingly and not jeopardize them through your use of your device. Disclosure of Transition House's confidential information to anyone outside Transition House and use of Transition House's intellectual property, during or after termination of the employment relationship, is subject to Transition House's confidentiality policies.

Any work created, stored, or maintained by you on your device is subject to Transition House's policies addressing confidentiality.

# Consequences for Failure to Comply

Employees who violate any provision of this policy are subject to discipline, up to and including termination of employment.

# 2.22. CONFIDENTIAL INFORMATION POLICY

Transition House keeps certain types of information confidential for important business reasons. Further, Transition House takes very seriously the requirements of the Health Insurance Portability and Accountability Act (HIPPA). Because of the importance of maintaining the confidentiality of certain information, and because effective confidentiality protocols require the involvement and cooperation of Transition House's employees and volunteers, Transition House has implemented this Confidential Information Policy. Employees, volunteers, and independent contractors must strictly comply with Transition House's policies addressing confidential information.

This policy applies to employees and volunteers.

Employees and volunteers are required to sign a Confidentiality Agreement on their first day of employment.

The Transition House Confidentiality Agreement is attached at the end of this Employee Handbook.

# <u>Definition of Confidential Information</u>

Confidential information includes, but is not limited to, all information belonging to Transition House and not generally known, in spoken, printed, electronic, or any other form or medium and any information that any other person or entity has entrusted to Transition House in confidence.

Confidential information also includes other information that is marked or otherwise identified as confidential or proprietary, confidential information of minors, or information that would otherwise appear to a reasonable person to be confidential or proprietary in the context and circumstances in which the information is known to be used. Confidential information includes PHI under HIPPA.

Confidential information does not include employee's terms and conditions of employment.

# Protocols for Maintaining Confidentiality

Employees must treat all confidential information as strictly confidential, both during employment and after employment at Transition House ends. To maintain the confidentiality of Transition House's confidential information, all employees must follow these protocols:

- Employees are expressly prohibited from disclosing information about clients to anyone outside this organization without the client's written permission and may not disclose information to subcontractors except in the case of "duty to warn." This includes identifying information concerning current, past or prospective clients.
- Employees should not access or use any confidential information to which Transition House has not provided the employee access or authorization to use.
- Employees should not directly or indirectly disclose, publish, communicate, or make available confidential information to any entity or person that does not have a need or Transition House to know and use the confidential information, except as required for the employee to perform authorized job duties or otherwise permitted by this policy.
- If any employee's authorized job duties require sharing confidential information with a third party, the employee must not do so unless the employee receives advance consent from the employee's supervisor.
- Employees may not remove confidential information from the workplace unless specifically approved by the employee's supervisor.
- Employees should not discuss confidential information in public where it may be overheard, including elevators, restaurants, cabs, and public transportation.
- In the event of an inadvertent disclosure of confidential information, employees must immediately inform their supervisor so that measures can be taken to minimize the damage to Transition House.
- Departing employees must return any confidential information in the employee's possession to Transition House on termination of employment with Transition House.
- An employee who is unsure whether information should be kept confidential should always check with the employee's supervisor before disclosing the information or taking other action.

All employees are required to comply with the terms of this policy. Any employee who violated this policy may be subject to disciplinary action, up to and including termination of employment.

#### Legal Correspondence

All legal correspondence including, but not limited to, search warrants, subpoenas, investigations, or other legal action should be immediately forwarded to the Executive Director. Warrants and/or individuals performing the duty of a process server that arrive at Transition House to issue a warrant or hand-deliver a legal document should be immediately directed to the Executive Director. Legal information is time sensitive and failure to act can result in a judgment against Transition House

# Disclosure of Trade Secrets Under the Defend Trade Secrets Act of 2016

Notwithstanding any other provision of this policy, as provided for by the Economic Espionage Act of 1966, as amended by the Defend Trade Secrets Act of 2016, an employee will not be held criminally or civilly liable under any federal or state trade secret law for any disclosure of a trade secret that is made:

- In confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law.
- In a complaint or other document that is filed under seal in a lawsuit or other proceeding.

If an employee files a lawsuit for retaliation by Transition House for reporting a suspected violation of law, the employee may disclose Transition House's trade secrets to the employee's attorney and use trade secret information in the court proceeding if the employee files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order.

# Confidentiality Agreements

Employees may be required to sign a Confidentiality Agreement as a condition of employment or continuing employment. In the event that there is any inconsistency between this policy and an employee's individual Confidentiality Agreement, the terms of the Confidentiality Agreement shall govern.

Transition House may also require third parties to sign a Confidentiality Agreement before receiving any of Transition House's confidential information. Employees must help ensure the protection of Transition House's confidential information by abiding by this requirement when communicating or sharing information with a third party with whom Transition House is doing business.

# 2.23. COMPANY VEHICLES

Transition House permits select individuals to drive vehicles owned, leased, or rented by Transition House ("company vehicle") to perform work for Transition House or on Transition House's behalf during their period of employment. Personal use of a company vehicle is not permitted unless prior approval is obtained from the Executive Director. Personal use includes commuting between the employee's residence and work, vacation or weekend use, or use by spouse or dependents.

Only those who have received express permission from Transition House are permitted to use company vehicles. To protect Transition House and its employees, any use of a company vehicle must conform to this policy. All company vehicle drivers must maintain a valid driver's license. In addition, each driver is responsible for using company vehicles in a safe, lawful, and reasonable manner. This policy applies to use of a company vehicle on Transition House's behalf during working and nonworking hours, on and off Transition House's premises.

# Record of Business Use

Employees must maintain records documenting business use of the company vehicle during each month and must provide a statement for each vehicle used to Transition House following that use. The monthly statement must include:

- A description of the vehicle.
- Beginning and ending odometer readings.
- Amount of business use in miles.
- Date(s) of business use.
- Business purpose for the use.
- Location(s) driven to.
- Fuel expenses.
- Any maintenance expenses.

# Fuel and Maintenance Expense Protocols

Transition House will reimburse expenses for fuel costs, parking fees, and tolls associated with company vehicle use pursuant to Transition House's Travel and Business Expense Reimbursement Policy. In addition, Transition House will reimburse expenses for necessary company vehicle maintenance.

Transition House shall regularly inspect vehicles to ensure proper maintenance according to the manufacturer's recommendations.

# Permissible Uses

Company vehicles are available to authorized individuals for business purposes. Non-business use of a company vehicle must be specifically authorized by the employee's manager. However, individuals using a company vehicle may make incidental stops without violating this policy.

#### **Authorized Drivers**

Only authorized employees can drive company vehicles. Employees permitted to drive company vehicles must have a valid driver's license. In the event that an authorized driver's license is suspended or revoked, that individual must notify their manager as soon as possible. Any employee whose duties include the operation of a company vehicle, who is cited for a D.U.I. or any other serious moving violation will be considered to have an unacceptable driving record and may be subject to discipline, suspension, transfer, up to and including termination at the discretion of Transition House. Transition House must be notified immediately of any change in the status of driving record. Any employee who becomes uninsurable under the Transition House liability policy must notify their direct supervisor immediately and will also be considered to have an unacceptable driving record and may be subject to discipline, suspension, transfer, up to and including termination at the discretion of Transition House.

Below is a list of driver requirements for any Transition House staff members to qualify to drive the TH van per insurance requirements. These requirements are to be presented to potential employees as well so there is a clear understanding of what our insurance carrier expectations are in relation to qualifying for coverage to drive TH's van as part of the job requirements.

- 1. No major violations including DUI, racing, hit and run, speeding in excess of 20 mph over posted speed limit, manslaughter within the past 5 years.
- 2. No more than 2 moving violations within past 3 years.
- 3. No more than 1 at fault accident within past 3 years.

To Qualify to Drive the Transition House Van, Employees of Transition House Must:

- 1. Comply with the above-mentioned requirements of Transition House's Auto Insurance carrier.
- 2. Have received and completed Transition House Van training by one of the Transition House Staff and have written verification of the completed training in the personnel file before being allowed to drive the TH and transport clients. (This applies to new employees who begin employment after April 23, 2021)
- 3. Follow all current laws related to safe driving including but not limited to:
  - a. Wearing seat belts and ensuring all passengers are wearing seatbelts.
  - b. No phone usage while driving the van including calls, texting, etc.

Transition House drivers must certify the Transition House Driver Agreement.

The Transition House Driver Agreement is attached at the end of this Employee Handbook.

In addition, consistent with relevant background check laws, Transition House reserves the right to evaluate the driving record of all company vehicle drivers and revoke driving privileges as necessary.

#### **Authorized Passengers**

Transportation of passengers is authorized for business use of company vehicles, but the number of passengers cannot exceed the number of passenger seats available, and passengers may only occupy company vehicles for purposes authorized by this policy. All passengers in company vehicles are required

to use their seatbelts. To the extent that a child will be traveling in a company vehicle, child safety seats must be installed and used as required by applicable law.

# Safety Standards

Employees operating a company vehicle are expected to operate the vehicle in a safe and lawful manner. Safe driving standards include but are not limited to:

- Maintaining a reasonable rate of speed as appropriate for existing road conditions. Drivers should not exceed posted speed limits.
- Abiding by traffic signals and signs.
- Keeping and maintaining proper and up to date registration and licensing of vehicles.
- Wearing seat belts.
- Avoiding aggressive and reckless driving.
- Never driving in unsafe conditions.
- Never driving when impaired by alcohol, drugs, or fatigue.
- Never texting or emailing while driving.
- Never talking on a cell phone while driving (without the use of a hands-free device).
- Never listening to headphones while driving.
- Never storing or transporting guns or other weapons in the company vehicle, to the extent such prohibition is authorized by state or local law.

Safety standards include the need to be vigilant about company vehicle maintenance. If a company vehicle seems to be unsafe or in need of maintenance, company vehicle drivers must bring this issue to the attention of their supervisor as soon as possible. In addition, company vehicle drivers must respect the vehicle as company property and take steps to avoid damage to it and its contents, including:

- Keeping property secure, such as by locking doors, closing windows, and properly maintaining valuables (including confidential information). Personal items may not be stored in a company vehicle and personal losses generally will not be reimbursed.
- Never transporting dangerous or flammable materials unless specifically authorized by Transition House.
- Never attaching or pulling trailers or other vehicles.
- Never making after-market changes to the car.
- Never picking up hitchhikers.
- Ensuring appropriate written emergency procedures are available in vehicles and that vehicles are equipped with first aid supplies.
- Never transporting items for third parties other than those associated with Transition House's business for legitimate business purposes.

In the event of an accident, the driver must stay with the company vehicle and file a police report or otherwise cooperate with the police, as applicable. Employees should not attempt to provide medical care to those involved in an accident beyond their level of suitable training. Company vehicle drivers must communicate the details of any accident, theft of company property (including the car itself), and moving violations to their supervisor as soon as possible.

# Accountable Plan and Section 409A of the Internal Revenue Code

This policy is intended to qualify as an "accountable plan" under the Internal Revenue Code (Code) and relevant Treasury Regulations.

Reimbursements and in-kind benefits under this policy are intended to comply with Code Section 409A and applicable guidance issued under it or an exemption from the application of Section 409A. Accordingly, all provisions of this policy will be construed in a manner consistent with the requirements

for avoiding taxes or penalties under Code Section 409A. The amount of reimbursements and in-kind benefits provided under this policy in any calendar year will not affect the amount of reimbursements and in-kind benefits provided during any other calendar year and the right to reimbursements and in-kind benefits under this policy cannot be liquidated or exchanged for any other benefit. Notwithstanding any provision of this policy, Transition House will not be liable to any employee for any taxes or penalties imposed under Code Section 409A on any reimbursements and in-kind benefits under this policy.

# 2.24. PERSONAL CAR FOR BUSINESS PURPOSES POLICY

Transition House requires individuals to use their personal vehicles for business purposes.

All drivers must maintain a valid driver's license. In addition, each driver is responsible for using personal cars in a safe, lawful, and reasonably manner. This policy applies to use of any car on Transition House's behalf during working and nonworking hours on and off of Transition House's premises.

Violation of any provision of this Policy may result in discipline, including and up to termination of employment.

# Transportation of Clients

Personal vehicles may be used to transport Transition House clients or to conduct Transition House business only with the written permission of the Executive Director. Such permission will be documented for record. The Executive Director may in his/her discretion reimburse the owner of the personal vehicle used for official business at the current standard travel reimbursement mileage rate established by the State of Oklahoma.

#### Mileage

Transition House does not reimburse for mileage.

# Safety Standards

Everyone operating a personal car for business purposes is expected to operate the vehicle in a safe and lawful manner. Safe driving standards include, but are not limited to:

- Maintaining a reasonable rate of speed.
- Abiding by traffic signals and signs.
- Wearing seat belts.
- Avoiding aggressive and reckless driving.
- Never driving in unsafe conditions.
- Never driving when impaired by alcohol, drugs, or fatigue.
- Never texting or emailing while driving.
- Never talking on a cell phone while driving without the use of a hands free device.
- Never listening to headphones while driving.
- Never storing or transporting guns or other weapons in the car, to the extent that such prohibition is authorized by state or local law.

In addition, drivers must take steps to secure confidential information and promote safety, such as:

- Keeping property secure, including locked doors, closed windows and properly maintained valuables (including confidential information). Personal losses generally will not be reimbursed.
- Never transporting dangerous or flammable materials unless specifically authorized by Transition House.
- Never picking up hitchhikers.

• Never transporting items for third parties other than those associated with the employer's business for a legitimate business purpose.

In the event of an accident, the driver must stay with the car and file a police report or otherwise cooperate with the police, as applicable. Employees should not attempt to provide medical care to those involved in an accident beyond their level of suitable training. Drivers must communicate the details of the accident to the Executive Director as soon as possible and must also communicate the theft of company property.

### Accountable Plan

This policy is intended to qualify as an "accountable plan" under the Internal Revenue Code and relevant Treasury Regulations.

### Section 409A of the Internal Revenue Code

Reimbursements and in-kind benefits under this policy are intended to comply with Code Section 409A and applicable guidance issued under it or an exemption from the application of Section 409A.

Accordingly, all provisions of this policy will be construed in a manner consistent with the requirements for avoiding taxes or penalties under Code Section 409A. The amount of reimbursements and in-kind benefits provided under this Policy in any calendar year will not affect the amount of reimbursements and in-kind benefits provided during any other calendar year and the right to reimbursements and in-kind benefits under this policy cannot be liquidated or exchanged for any other benefit.

Notwithstanding any provision of this policy, Transition House will not be liable to any employee for taxes or penalties imposed under Code Section 409A on any reimbursements and in-kind benefits under this policy.

This provision allows Transition House to deduct business expenses and prevents individual employees from doing the same.

### 2.25. POLITICAL ACTIVITY IN THE WORKPLACE POLICY

Transition House is committed to being a responsible citizen and complying with applicable laws, rules, and regulations regarding the use of Transition House's funds, assets, and resources in connection with political activity. Accordingly, Transition House generally encourages employees to:

- Take an active interest in fostering the principles of good government in communities in which they live and work.
- Participate in permitted political activity in the communities in which they live and work, provided that such activity only occurs in an employee's individual capacity and not on Transition House's behalf or time, or with the use of any of Transition House's funds, assets, or other company resources.

This Political Activity Policy provides employees with guidelines for engaging in political activity in the workplace.

#### Transition House's Political Contributions

Federal and state law prohibit Transition House from making contributions or expenditures in connection with federal or local elections. As a result, it is Transition House's policy to make no political contributions or use any of Transition House's funds, assets, or other company resources to benefit any political:

Parties

- Campaign committees including, but not limited to, separate segregated funds (also known as political action committees ("PACs").
- Other special interest groups or organizations engaged in political fundraising or lobbying activities, including special interest groups organized under Section 527 of the US Internal Revenue Code ("527 organizations").

# **Employee Political Contributions and Other Activities**

Employees engaging in political activities agree to do so solely on their own behalf and not on Transition House's behalf or time, or with the use of any of Transition House's funds, assets, or other company resources.

Employees may not use any of Transition House's funds, assets, brands, or other company resources, without Transition House's approval, to directly or indirectly support any political:

- Candidates.
- Parties.
- Lobbyists.
- PACs.
- 527 organizations.

Notwithstanding the foregoing paragraph, employees may make personal political contributions and participate in political activities of their own choosing during non-work hours, provided that such contributions and activities only occur in an individual and private capacity and not on Transition House's behalf or time, or while using any other company resources. Transition House will not reimburse any employee in any way for time or funds used for personal political contributions or activities.

An employee's personal, lawful political contributions and decisions not to make political contributions will not influence an employee's compensation, job security, or opportunities for advancement at Transition House.

Employees may not represent Transition House on policy issues except when it is part of their job to do so. Accordingly, if an employee personally participates in the political process, the employee may not implicitly or explicitly allow the employee's employment by Transition House to be used in support of or against a political candidate, issue, or cause or suggest or give the appearance in any way that the employee's person view or position is one that is held or supported by Transition House by, for example:

- Using Transition House's stationery, email, telephones, computers, printers, or copiers in connection with an employee's personal political activities.
- Providing political candidates or organizations with access to Transition House's mailing lists, customer lists, employee lists, office space, telephones, photocopiers, computers, officer supplies, or other Transition House's resources.
- Posting a hyperlink to a political candidate's or organization's website or social media account on a website or social media account owned or operated by Transition House.
- All lobbying activities, including without limitation participation in any trade groups or associations, that are conducted on Transition House's behalf must be approved in advance in writing by, and coordinated through the Executive Director.

### 2.26. ROMANCE IN THE WORKPLACE

In order to minimize the risk of conflicts of interest and promote fairness, Transition House maintains the following policy with respect to romance in the workplace:

No person in a management or supervisory position shall have a romantic or dating relationship with an employee whom he or she directly supervises or whose terms or conditions of employment he or she may influence (examples of terms or conditions of employment include promotion, termination, discipline, and compensation). In addition, no employees working in the same department shall have such a relationship. A department is defined as a group of employees who report directly to the same supervisor.

### Prior Employee Relationships

A supervisor who has had a previous romantic or dating relationship with a subordinate or employee whose terms and conditions he or she may influence will not be involved in decisions relating to that individual's promotions, raises, termination, or other terms and conditions of employment.

### Policy Protocols and Consequences

Individuals involved in a relationship covered by this policy will be asked to sign a Consensual Romance in the Workplace Agreement acknowledging that their relationship is entirely consensual and free from coercion and harassment. If the relationship is covered by this policy and is between a more senior and more junior employee, the more senior employee may be subject to demotion to remove the conflict of interest. Transition House will not impose a demotion as a response to a prohibited relationship between employees who are professional peers.

The Consensual Romance in the Workplace Agreement is attached at the end of this Employee Handbook.

At the discretion of Transition House, in addition to or instead of demotion, one of the individuals involved in the relationship may be subject to transfer or termination of employment. If transfer or termination is appropriate, to the extent possible, Transition House will give individuals involved in the relationship the opportunity to select one employee in the relationship who will be subject to change in employment status (transfer or termination). If the individuals involved in the relationship decline to make this decision, Transition House will do so.

#### Professionalism

Employees are expected to conduct themselves in a professional manner at all times. Workplace dating or romantic relationships must not interfere with any employee's professionalism, including treating others with respect and refraining from behavior that may make others feel uncomfortable (for example, overt physical displays of affection or using sexual language). In particular, management personnel are expected to set a high standard of professional conduct both at work and in any social setting at events sponsored by Transition House. For this reason, management personnel are prohibited from social interaction with subordinates that is or might be perceived as inappropriate (for example, unwanted flirting, touching, or other behavior that may be regarded as sexual harassment).

### Discretion and Non-Discrimination

Transition House retains discretion in its enforcement of this policy. Decisions made under this policy will be made based on operational and business reasons without regard to race, color, religion, creed, national origin or ancestry, sex (including gender, sexual orientation, gender expression, and pregnancy), age, physical or mental disability, veteran status, genetic information, citizenship, or any other characteristic protected under applicable federal, state, or local law.

### 2.27. NEPOTISM POLICY

Transition House seeks to promote a productive environment, free from conflicts of interest as well as favoritism and unfair advantage, whether perceived or real. Transition House will hire Family Members pursuant to regular OKCPA hiring practices and this policy. This policy applies to all Transition House employees, regardless of rank or title.

### Definition of Family Member

For purposes of this Policy, a family member is defined broadly as:

- Spouse.
- Domestic partner.
- Parent.
- Son or daughter.
- Brother or sister.
- Grandparent or grandchild.
- Aunt or uncle.
- Niece or nephew.
- Cousin.
- Guardian or ward.
- Step, half, or in-law relation.
- A person living in one's household.
- Any other person with such a close bond as to suggest conflict in the employment relationship (for example, a roommate or a fiancé)

No person in a management or supervisory position shall supervise or manage any Family Member. Nor shall any employee be a Family Member of any individual whose terms or conditions of employment he or she may influence (examples of terms or conditions of employment include promotion, termination, discipline, and compensation).

### Change in Family Status

If two employees marry, cohabit, or become otherwise related, so as to qualify as family members under this policy definition, they must report the change in status to the Executive Director, who will work with the employees to devise a working solution to avoid nepotism problems under this policy.

#### Family Members as Volunteers

Family members of Transition House employees may volunteer for Transition House.

## 2.28. PERFORMANCE EVALUATION POLICY

Transition House conducts annual performance evaluations of all employees in order to ensure that:

- Employees meet reasonable workplace standards and goals.
- Supervisors have an opportunity to assess employee achievement and areas needing improvement with respect to these standards and goals.
- Employees are on notice about supervisor assessments.

#### One on Ones

In addition to the annual evaluation process described below, supervisors must have one on one meetings with each direct report. One on ones should be conducted monthly, at minimum, with at least 30 minutes allotted for such one on one. Supervisors should follow up via email with a recap on the discussion and should include any important points in such follow up email.

Monthly one on ones are a set aside time for supervisors to connect with, provide feedback to, and receive feedback from direct reports.

#### **Review Process**

The performance evaluation process generally functions as described below. Transition House reserves the right to modify this process at its discretion. Employees will complete a performance evaluation, pursuant to the below process, at the expiration of the 6 month orientation period from the date of hire, and annually thereafter.

Employees shall utilize the Transition House Performance Evaluation Form for performance evaluation purposes. The Transition House Performance Evaluation Form is attached at the end of this Employee Handbook and shall be made available to employees upon request.

**Performance Ratings.** Employees are evaluated against an objective set of criteria. Supervisors will assess, across a variety of indicators, whether employees exceed, meet, or fail to meet expectations. Examples of areas of assessment include:

- Knowledge of the job.
- Communication skills.
- Productivity and work quality.
- Adaptability to changing circumstances.
- Professionalism.
- Initiative and creativity.
- Time management and reliability.
- Interpersonal skills.
- Leadership abilities.
- Management.

**Goals.** Working with supervisors, employees will have an opportunity to set goals for the coming review period. Subsequent reviews will take into consideration goals articulated in prior reviews.

**Training and development needs**. Supervisors will suggest, as appropriate and in conjunction with the employee, additional training and development that can be used to help employees improve performance.

**Review of Performance Review.** The Executive Director will review the Performance Review. After this initial review, the Executive Director will sign approved reviews and return them to the appropriate supervisor or employer representative.

**Employee comments.** Finally, the employee will have an opportunity to provide personal commentary and will be asked to sign and date the review along with the supervisor or another employer representative.

# Record Retention

Performance revaluations will be maintained on file for a period of 5 years, and a copy will be provided to the employee upon request.

### 2.29. PERSONNEL FILE POLICY

As required by state law, Transition House maintains a personnel file for each employee. Personnel files are confidential and maintained by the Business Manager. Transition House strives to maintain accurate and complete personnel records. Employees must promptly notify the Executive Director of any changes to their personal information, such as changes in home address, home telephone number, legal name, marital status, number of dependents, named beneficiaries, and so on.

# Contents of Personnel Files

Personnel records will contain the following:

- 1. Application for employment and resume.
- 2. W-4, I9 and all other forms completed as part of the employment process.
- 3. A statement signed by the employee indicating that all policy and procedure manuals have been read and are understood.
- 4. A current signed Staff Member Agreement for Standards for Culture and Commitment to Recovery (or equivalent document as approved by the Executive Director) and Code of Ethics.
- 5. Written evaluations of work performance completed by the immediate supervisor and signed by the employee or, if the employee refuses to sign, so annotated.
- 6. Documentation by the Immediate Supervisor and/or Executive Director of any work problems or incidents, to include date of occurrence and any remedial action taken, signed by the employee or, if the employee refuses to sign, so annotated.
- 7. Documentation by the Immediate Supervisor and/or Executive Director of any formal disciplinary action taken, including date of occurrence and specific action taken, and signed by the employee or, if the employee refuses to sign, so annotated.
- 8. Commendations and appropriate documentation of positive comments by Transition House clients, staff, or others.
- 9. Training records.
- 10. Leave accrued and used
- 11. Salary information.
- 12. Termination record, if applicable.
- 13. Copy of current driver's license.

# Access to Personnel Files

Oklahoma law does not require employers to grant access to personal files. However, all current employees may request access to their personnel file using the Personnel File Request Form. Former employees whose employment with Transition House terminated no more than five (5) years ago may also request access to their personnel file with the above mentioned Form. Representatives of current and former employees may also request access to an employee's personnel file on behalf of the employee, provided that the representative is authorized to do so in writing by the employee.

The Personnel File Request Form is attached at the end of this Employee Handbook.

Transition House may take reasonable steps to verify the identity of a current or former employee or the employee's representative to ensure that personnel information is only provided to authorized individuals.

Transition House may grant or deny a request for personnel files by an employee or former employee at Transition House's sole discretion.

#### Frequency of Requests

Transition House will not consider more than 1 request per year by employees, former employees, or representatives of the same.

### Comments to Personnel File

Employees who disagree with any information in their personnel files may request removal or revision of the information. However, at all times it remains in Transition House's sole discretion whether any information in the employee's personnel file will be removed or revised. If Transition House and employee are not able to reach a mutual agreement about the removal or revision of information in the

employee's personnel file, the employee may provide written comments regarding information in the personnel file, which will be included in the file.

### 2.30. ATTENDANCE POLICY

Transition House requires regular and punctual attendance from all employees. Employees who are going to be absent for a full or partial workday or late for work must notify their direct supervisor as far in advance as possible. Employees who miss work because of emergencies or other unexpected circumstances must notify the Executive Director as soon as possible.

Employee schedules are set by the immediate supervisor and employee, subject to review by the Executive Director. Alterations in this schedule must be approved by the immediate supervisor, except in the case of medical or emergency leave when the immediate supervisor is not available, in which case approval may be sought from the Executive Director.

For more information on availability of flex time, see Section 4.2.

Absences and tardiness will be considered excused if the employee requested the time off in accordance with Transition House's policies on paid time off, received the required approval for the absence, and has sufficient accrued, but unused, time to cover the absence. Absences also will be considered excused if the employee requested the time off in accordance with Transition House policy permitting a leave of absence, received the required approval of the leave and is in compliance with the leave policy (for example, an employee's absences while they are taking approved leave under Transition House's policy on pregnancy and parental leave generally will be considered excused).

An employee will be considered to have taken an unexcused leave of absence if the employee is absent from work during scheduled work hours without permission, including full or partial day absences, late arrivals, and early departures. However, Transition House allows a 5 minute grace period on an employee's arrival at work and a 5 minute grace period on an employee's return from lunch. Employees should not make lateness a pattern.

An employee who is absent for 3 or more consecutive days due to illness may be asked to provide a note from his or her physician or health care provider to verify the employee's need for sick leave and fitness to return to work.

### Consequence of Unexcused Absences

Transition House reserves the right to discipline employees for unexcused absences. Discipline may include counseling, oral or written warnings, suspensions, or termination of employment, at Transition House's discretion.

Any employee who is absent from work for 2 days without notifying Transition House will be deemed to have voluntarily abandoned his or her job and the employee's employment will be terminated.

# 2.31. TELECOMMUTING

Transition House may allow employees to telecommute (work remotely or work from home) in special circumstances. This policy applies to employees permitted to telecommute on a regular basis. This policy does not apply to requests for reasonable accommodation or occasional work from home arrangements such as in instances of inclement weather. Employees requesting to telecommute as a reasonable accommodation should follow Transition House's procedures on requests for reasonable accommodation.

# **Eligibility**

Transition House has the sole discretion to determine which employees may telecommute. Requests should be submitted in writing to the Executive Director and may be denied for any or no reason.

#### Polices Remain in Effect

Employees permitted to telecommute must continue to abide by Transition House's Employee Handbook and all employee policies, including, but not limited to, Discrimination and Harassment and Workplace Safety. Failure to follow Transition House's policies may result in discipline, up to and including termination of employment or termination of the telecommuting arrangement.

Employees are prohibited from performing unauthorized work during their telecommuting work hours.

### **Timekeeping**

Employees who are permitted to telecommute must comply with Transition House's timekeeping policies and payroll policies and must accurately record all working time.

# **Equipment and Technology Support**

You will provide all furniture and equipment that you will need to telecommute. Transition House will not be responsible for any damage to your furniture or equipment.

# Security

You are responsible for securing from theft any Transition House property. Employees must use secure remote access procedures.

Employees agree to maintain confidentiality by using passwords, locked file cabinets, and maintaining regular anti-virus protection and computer backup. Employees will not download company confidential information or trade secrets onto a non-secure device.

Employees agree not to share passwords with anyone outside of Transition House. If any unauthorized access or disclosure occurs, employees must inform Transition House immediately.

#### **Expenses**

Transition House will not reimburse any expenses without advance notice and approval.

#### Workers' Compensation

Worker's compensation does not apply to injuries to any third parties or members of the employee's family on the employee's premises. In the event of a job-related injury, you should report the incident to your supervisor as soon as possible.

### 2.32. ON CALL

Recovery Coordinators are on call on a rotating basis on a schedule established by the Programs Director, and reviewed by the Executive Director.

#### On Call Duty

- On call duty begins at the end of normal working hours on the designated starting day.
- On call duty ends at 9:00 a.m. on the designated ending day.
- The employee on call must carry the TH cell phone and be available in case of an emergency.
- The employee on call must check the TH cell phone at the start of the on call period to be certain it is in working order.

- The cell phone is picked up from the previous on call staff person no later than the start of the period and returned to the next on call person at the end of the period.
- Changes in the on call schedule can be made if arranged in advance with another staff member, and approved by the Programs Director.

The employee must document any incident immediately in the client's file. If it is after hours, the incident may be documented the following day. In case of a critical incident, the critical incident policies and procedures must be followed immediately.

When an employee is on-call, they are compensated for monitoring the phone with 1 hour of flex time/week during the week they are on-call. Scheduling of use of the flex time cannot be saved up for future use and must be done in advance with approval from the Programs Director.

# 3. Health and Safety

### 3.1. HEALTH AND SAFETY IN THE WORKPLACE

Transition House is committed to maintaining a safe workplace. To further its goal, Transition House may issue safety rules and guidelines. Employees are required to comply with all Transition House safety rules and guidelines, as well as any applicable federal, state, or local laws regarding workplace safety. In addition, employees must keep work areas organized and free of any potential hazards. Failure to follow Transition House's safety rules may result in discipline, up to and including termination of employment.

This policy applies to both employees, volunteers, and independent contractors.

If employees witness unsafe conditions or potential hazards, such as wet floors, broken equipment, or defective appliances, employees must report them to their direct supervisor immediately, or, if the direct supervisor is unavailable, the next level of supervision immediately.

# Staff and Volunteer Training

All Transition House, Inc. Staff, Volunteers/Interns and Clients will be educated in safety and security procedures of Transition House, Inc. Acknowledgement of participation in the education of safety and security policy and procedures will be documented in staff personnel files.

- The following areas will be considered:Facility safety and security
  - Employee training and practices
  - Snow/Ice storms
  - Bomb threat
  - Workplace violence

Steps will be taken to ensure the safety of the physical location as well as ensuring representatives are equipped with appropriate knowledge and expertise in health and safety applicable to contact with clients and other community members. At a minimum, all Transition House staff will attend in-service training and updates in:

- Cardiopulmonary Resuscitation
- Infection Control
- AIDS/HIV Precautions
- Department Approved Non-Violent Crisis Intervention Training
- Fire and Safety

First aid kits will be maintained in the office, drop-in center and each of the apartments as well as the Transition House, Inc. van.

Relevant emergency information on staff and persons served will be maintained in the office location in their personnel file and client file. Information on allergies, medication, and special conditions, as well as emergency contact information on each person served and staff will be updated within 10 days of knowledge of a change in any of these areas.

#### Critical Incident Report

Transition House, Inc. staff will complete a Critical Incident Report in the case of client death, suicide attempt on Transition House, Inc. property, client related property damage exceeding \$500.00, adverse medication reaction, alleged client abuse and/or neglect, alleged criminal activity and fire. You may request a Critical Incident Report form from the Programs Director.

In case of a critical incident, staff shall insure that the Executive Director and Programs Director are aware of the incident.

Staff shall complete a Critical Incident Report and submit it to Central Office, Oklahoma Department of Mental Health and Substance Abuse Services within 24 hours of the incident.

Make 2 copies of the Critical Incident Report- one will be maintained in the client chart and the other in the Critical Incident File.

# Procedure for Reporting Workplace Injuries and Illnesses

You must immediately and accurately report all workplace injuries, accidents, or illnesses to your direct supervisor, regardless of severity. Transition House and its employees agree that it is important that all work-related injuries and illnesses are reported immediately after they occur. Prompt reporting allows an injured or ill employee to receive necessary medical treatment as soon as possible and facilitates the timely identification and correction of hazards. In some circumstances, an employee may not immediately realize that the employee has been injured or become ill. In these circumstances, the employee must report the injury or illness immediately after becoming aware of the injury or illness.

Employees who experience, witness, or otherwise become aware of a workplace injury or illness, regardless of how severe it might be, must report the injury or illness immediately in accordance with the following guidelines and procedures:

- If you are at work when you become aware of an injury or illness, you must report it immediately, but in no event later than leaving the facility or 8 hours after becoming aware of the injury or illness, whichever is earlier. The report must be made to your direct supervisor or, if your direct supervisor is unavailable, to the next level of supervision. In the event of a medical emergency, employees should call 911.
- If you are not at work when you become aware of an injury or illness, you must report it immediately, but in no event later than 8 hours after becoming aware of the injury or illness. You must report the injury or illness by contacting the Executive Director. If you are reporting by calling Transition House, you must clearly indicate that you are reporting a work-related injury or illness.
- This policy and procedure applies to employees who suffer a work-related injury or illness, as well as employees who witness or become aware of another employee suffering a work-related injury or illness. However, employees who witness or become aware of another employee suffering a work-related injury or illness are not required to report the injury or illness if the injured or ill employee, or another employee, already reported the same injury or illness.

If an employee reports a work-related injury or illness in compliance with this policy, Transition House will not discipline the employee for failure to promptly report the injury or illness.

### Reporting Near Misses

It is also important that employees report to Transition House incidents or accidents that do not involve injury or illness, but had the potential to do so. These incidents or accidents should be reported to Transition House immediately after they occur so that potential hazards can be promptly identified and corrected.

A "near miss" means an incident, accident, or other unexpected event in the workplace that results in damage or the potential for damage to equipment or facilities (regardless of how minor), or which could have resulted in injury or illness (regardless of how minor).

The phrase near miss does not include any accident, incident, or event that results in a workplace injury or illness. Any event involving a workplace injury or illness should be reported in accordance with the procedure for reporting work-related injuries or illnesses, detailed above.

Employees are required to report all near misses in which they are involved, which they observe, or of which they become aware. Near misses must be reported immediately, but in no event later than leaving the facility at the end of the employee's shift or workday. Near misses should be reported to the employee's direct supervisor, or, if the employee's direct supervisor is unavailable, to the next level of supervision above the employee's direct supervisor. Employees are not required to report a near miss if they know or become aware that another employee has reported the same near miss incident.

### No Retaliation

Transition House prohibits any form of discipline, reprisal, intimidation, or retaliation for:

- Reporting a violation of Transition House's safety rules, a hazardous condition, or another safety concern.
- Reporting an injury or illness.
- Reporting an incident, accident, or near miss.
- Participating or cooperating in any investigation related to a safety issue, injury, illness, accident, or near miss.

No employee, supervisor, or member of management should attempt to interfere with or discourage the reporting of a safety concern, injury, illness, accident, or near miss under this policy. If you believe that you or your coworker has been retaliated against for reporting a safety concern, illness, injury, accident, or near miss, please report this conduct to your direct supervisor. If your direct supervisor is unavailable or you are uncomfortable in reporting to your direct supervisor, report such retaliation to the Executive Director.

# 3.2. WORKPLACE SAFETY RULES AND PROCEDURES

As part of Transition House's commitment to maintaining a safe workplace, Transition House has implemented a number of safety rules and procedures. You are required to comply with all of Transition House's safety rules and procedures.

### General Safety and Health Rules

The following general safety rules apply to all employees. Employees must:

- Report any workplace injury, illness, or near miss, as well as any unsafe conditions, potential hazards, or other safety concerns, in accordance with Transition House's Reporting Workplace Injuries and Illnesses Procedure described above.
- Keep the work area clean, organized, and free from clutter or tripping hazards.
- Ensure that all aisles and exits are kept clear. Employee must not let cords, boxes, or other items obstruct or interfere with aisles or exits.
- Wear all required safety equipment and personal protective equipment applicable to their work or work area.
- Properly care for and maintain any personal protective equipment assigned to them or which they use. Employees must report any worn, damaged, or defective personal protective equipment to the Executive Director immediately.
- Not bring or use personal tools, unless approved in writing by Transition House.
- Not operate any machinery, equipment, or tools that they have not been trained and authorized to safely operate.

- Not operate any machinery, equipment, or tools that are damaged, not working properly, or which have had guards or other safety devices removed or disabled. Employees must report any damages of non-working machinery, equipment, or tools to the Executive Director.
- Not perform any maintenance or service work on machinery, equipment, or tools unless they have been property trained to perform this maintenance and they have been authorized to do so by Transition House.
- Refrain from lifting any excessively heavy loads without assistance from another employee or mechanical lifting device.
- Not perform work, enter Transition House's premises (either on or off duty) or operate any employer-provided vehicle while under the influence of alcohol or unlawful drugs as classified under local, state, or federal laws. For more information, see Transition House's Substance Abuse policy below.
- Not engage in any act of workplace violence, including assaulting, fighting, making threatening remarks to, engaging in aggressive or hostile acts toward, bullying, intimidating, or harassing another employee or person. For more information, see Transition House's Workplace Violence Policy below.
- Employees should be aware of their surroundings and act with prudence in all matters.

These general safety rules are not exclusive and are not intended to supplement more detailed safety rules and procedures applicable to employee's specific job duties, worksite, or work area.

Failure to follow all safety rules and procedures applicable to your worksite, work area, and work duties may result in discipline, up to and including termination of employment.

### Medical Emergency

Representatives who find themselves in a medical emergency at Transition House office location will follow these procedures:

- 1. Stay calm
- 2. Assess the severity of the incident, including use of first aid guidelines to secure the scene.
- 3. Get clients, self and others to a safe location, using evacuation procedure if necessary, taking first aid kit and cell phone.
- 4. Administer first aid/CPR as appropriate
- 5. Call 9-1-1 if the situation warrants
- 6. **DO NOT TRANSPORT INJURED PERSON IN PERSONAL VEHICLE.** Wait for ambulance.
- 7. Contact injured person's emergency contact as soon as possible.
- 8. Complete a Critical Incident Report and provide to Transition House, Inc., Executive Director.

# Fire Safety

### 1. Transition House, Inc. offices:

Transition House, Inc. office location is equipped with a smoke detector in the main hallway. If the device is activated by smoke or fire a loud audio response is activated. The office is also equipped with a manual ABC type dry chemical fire extinguisher.

If the audio alarm sounds or fire or smoke is detected by staff, volunteers, students, or clients all persons should immediately begin evacuation procedures, which are as follows:

- a) Check doorknobs for heat. If the office door handles are hot, staff should call 9-1-1 and inform the operator of location and follow operator's instructions.
- b) If doorknobs appear to be cool, Transition House staff should begin evacuation process: leave the office, call 9-1-1. If the exit is impassable staff should proceed by breaking a window and exiting that way.
- c) Once outside the building, Transition House staff will gather across the street at St. John's Episcopal Church on the NE corner of Asp and Duffy.
- d) Non-injured staff should assess for injuries and provide first aid/CPR as indicated.
- e) A Critical Incident Repot will be completed with 24 hours of the event and given to the Executive Director.

### 2. Transition House, Inc. Drop-In Center:

The Transition House, Inc. Drop-In Center is also equipped with smoke detectors in the group room and kitchen areas. If the devices are activated by smoke or fire a loud audio response is emitted. The drop-in center is also equipped with manual fire extinguishers located in the kitchen and bathroom.

If the audio alarm sounds or fire or smoke is detected by staff, volunteers, students or clients all persons should immediately begin evacuation procedures which are as follows:

- a) Exit building and notify office of situation. Proceed to meeting place at St. John's Episcopal Church on the NE corner of Asp and Duffy.
- b) If 9-1-1 hasn't been called, a staff person should do so immediately.
- c) Non-injured staff should assess for injuries and provide first aid/CPR as indicated.
- d) A critical incident report will be completed within 24 hours of the event and given to the Executive Director.

# 3. Transition House, Inc. apartments:

The Transitions House, Inc. apartments located at 201, 203, 205, and 207 W. Duffy are each equipped with smoke/carbon monoxide detectors downstairs in the kitchen/living room areas, in the upstairs hallway, and in each bedroom. If the devices are activated by fire, smoke, or carbon monoxide a loud alarm response is emitted. Each apartment is also equipped with manual fire extinguishers in the downstairs kitchens and upstairs hallways.

If the audio alarm sounds or fire/smoke is detected by occupants, staff, students, or volunteers, all persons should immediately begin evacuating procedures, which are as follows:

- a) If upstairs, Occupants will assess whether it is safe to use the stairs if so they will proceed to the front/back door and exit the building. If it is determined that the stairs aren't a safe option occupants will exit through the upstairs balcony.
- b) If downstairs, Occupants will assess whether the front or back door is the safest exit and then proceed to exit the building through the door that is determined to be the safest.
- c) Once outside the apartments, clients, clients' guests or any other persons should gather on the south side of Duffy Street in the vacant field.
- d) If 9-1-1 has not been contacted by this time, clients, clients' guests, or any other person should do so immediately.

- e) After 9-1-1 has been contacted, clients' guests, or any other persons should contact staff at the office if during office hours or on the Emergency Cell phone number (430-1981).
- f) Staff will report to the meeting place to assess for injuries and provide first aid/ CPR as indicated.
- g) Staff will also call administration and landlord as soon as it is safe/feasible.
- h) A critical incident report will be completed within 24 hours of the event and faxed to ODMHSAS.
- 4. **Training/Drills:** all staff, clients, students, and volunteers will undergo fire safety training annually and participate in semiannual fire drills. All of TH locations will also be inspected annually by the Fire Marshall to insure proper fire safety compliance.

### Tornado

In the event of a tornado threat, Transition House staff will remain cognizant of weather conditions via computer/radio. Once a tornado warning is identified, the following procedures will be followed:

- 1. If at the apartments: staff will contact TL clients and inform them of potential threat, clients will then either; evacuate themselves to the basement of the apartments or find shelter in the storage closet under the stairs in each apartment.
- 2. If at the drop-in center: staff will assist clients in evacuating to a safe location.
- 3. If at the office: staff will assist clients in evacuating to a safe location. Staff will ensure the building is completely evacuated and then take shelter themselves.

#### Snow/Ice Storms

In the event of a snow or ice storm the Executive Director will make the decision as to whether or not the offices will be open. If the offices are open staff will proceed with business as usual. In the case of the offices being closed, staff will contact clients at the apartment to check in with them. Staff will also provide salt, ice melt, etc. for the apartment steps.

### **Bomb Threat**

- 1. Transition House, Inc. staff will, in response to a bomb threat:
  - a. Ask caller to identify location of a bomb
  - b. Ask caller to identify type of device
  - c. Ask caller to identify timeframe of the potential detonation
  - d. Phone 9-1-1
  - e. Begin evacuation procedures from immediate office space, making sure to take first aid kit.
  - f. Alert others in the building of the threat by word of mouth. Follow the instructions of the authorities and instruct others to refrain from using electronic devices during evacuation.
- 2. Clients will, in response to a bomb threat:
  - a. Ask caller to identify location of a bomb
  - b. Ask caller to identify type of device
  - c. Ask caller to identify timeframe of the potential detonation
  - d. Phone 9-1-1

- e. Begin evacuation procedures from apartments, making sure to take first aid kit.
- f. Alert others in the building of the threat by word of mouth. Follow the instructions of the authorities and instruct others to refrain from using electronic devices during evacuation.
- g. Phone Transition House, Inc. office during office hours or the Emergency phone after office hours.

### Other Emergencies

In the event of an emergency other than fire or inclement weather, such as a natural disaster, or the release of a hazardous chemical or substance, Transition House will direct employees on the proper response.

### 3.3. INFECTION CONTROL POLICY

Transition House is committed to creating a safe environment for all associated with the organization. It is the expectation that all associated with the organization with adhere to agency policies and procedures that will focus on safety and the reduction of potential spread of contagions that could compromise the health and well-being of those associated with the organization. Transition House will follow the most up to date CDC and Health Department recommendations regarding infection control, including, but not limited to, recommendations regarding COVID 19.

# 3.4. SMOKE-FREE WORKPLACE

Transition House prohibits and will not tolerate smoking in the workplace, including all outdoor facilities such as parking lots, vehicles located in the parking lots, Transition House vehicles, indoor facilities, offices, lunchrooms, break rooms, and bathrooms. This policy applies to all employees, independent contractors, volunteers, vendors, customers, clients, and visitors.

Transition House employees shall not use tobacco products while providing services in clients' homes.

For purposes of this policy, smoking includes lighting, smoking, chewing, or carrying a lighted cigarette, cigar, or pipe, and the use of any electronic smoking device. This list is illustrative only and not exhaustive.

# **Complaint Procedure**

If you witness conduct that you believe violates this policy, you should speak to, write, or otherwise contact your direct supervisor or, if the conduct involves your direct supervisor, the Executive Director as soon as possible. Your complaint should be as detailed as possible, including the names of all individuals involved and any witnesses.

Transition House will investigate all complaints of violations of this policy and will take prompt corrective action, including discipline, up to and including termination, if appropriate.

# No Retaliation

Transition House prohibits any form of discipline, reprisal, intimidation, or retaliation for reporting a violation of this policy or cooperating in related investigations. For more information on Transition House's Anti-Retaliation Policy see Section 2.6.

### 3.5. NARCAN POLICY

Transition House is committed to the safety and wellness of its clients and staff. Transition House has adopted this policy to ensure staff and clients are prepared to administer naloxone HCL ("NARCAN") in the event of an overdose.

NARCAN is a potentially lifesaving medication designed to help reverse the effects of an opioid overdose in minutes.

Transition House shall make NARCAN available at the following locations:

- The Transition House Office
- The Drop-In Center
- Each of the 4 TLP apartments

NARCAN Nasal Spray was developed to be used at home without the need for any medical training. However, it is important to Transition House that each client and staff member are appropriately trained in case of emergency.

Transition house shall ensure staff and clients are appropriately trained on how to administer NARCAN in the event of an overdose. Training shall occur as follows:

- Staff shall be trained upon employment
- Staff shall be trained annually
- Clients shall be trained upon joining the Transition House program.
- Clients shall be trained annually

If any client or staff member has concerns about their ability to administer NARCAN, they should contact the Executive Director to discuss additional training needs.

#### 3.6. SUBSTANCE ABUSE POLICY

Transition House is committed to providing a safe, healthy, and productive work environment. Consistent with this commitment, this policy establishes Transition House's intent to maintain a drug and alcohol-free workplace. Being under the influence of alcohol or illegal drugs (as classified under federal, state, or local laws), while on the job poses serious health and safety risks to employees and others, which is not tolerated.

This policy applies to employees, volunteers, and independent contractors.

#### **Prohibited Conduct**

Transition House expressly prohibits the following activities at any time that employees are either (1) on duty or conducting Transition House business (either on or away from Transition House's premises), or (2) on Transition House's premises, whether or not the employee is working:

- The use, abuse, or being under the influence of alcohol, illegal drugs, or other impairing substances, including, but not limited to, medical marijuana.
- The possession, sale, purchase, transfer, or transit of any illegal or unauthorized drug, including medical marijuana and prescription medication that is not prescribed to the employee or drug-related paraphernalia.
- The illegal use or abuse of prescription drugs.

Nothing in this policy is meant to prohibit the appropriate use of over-the-counter medication or other medication that can legally be prescribed under both federal and state law, to the extent that it does not impair an employee's job performance or safety or the safety of others. Employees who take over-the-counter medication or other medication that can be legally prescribed under both federal and state law to treat a disability should inform their supervisor if they believe the medication will impair their job

performance, safety, or safety of others or if they believe they need a reasonable accommodation before reporting to work while under the influence of that medication. For more information on how to request a reasonable accommodation, please report to Transition House's Disability Accommodations Policy above.

# Medical Marijuana

Oklahoma permits the use of marijuana for medical purposes when prescribed by a licensed physician where the position in question is not a safety sensitive position.

Transition House provides housing to an extremely vulnerable community. Each employee is in close proximity to residents and clients. Due to the sensitive nature of the job, all Transition House employees are considered safety sensitive positions. Therefore, Transition House is restricted from hiring *or retaining* OMMA card-holders.

#### Notification of Conviction

Any employee convicted of a violation of a federal or state criminal drug statute must notify the Executive Director of Transition House no later than five days after such conviction. Failure to do so will result in immediate termination. Those employees convicted of such violations will be subject to appropriate personnel action, up to and including termination at the discretion of the Executive Director and/or the Transition House Board of Directors.

# Drug or Alcohol Rehabilitation

Transition House actively supports employees in sound rehabilitation efforts. If an employee undertakes appropriate treatment or rehabilitation and is absent from Transition House for a period exceeding vacation and/or personal time, Transition House will attempt to maintain a job opportunity at Transition House for such employee; however, Transition House does not guarantee that a job opportunity will be available or that a job opportunity will be at the same salary or benefit level the employee held prior to such leave of absence.

Supervisors are required to report any observed or suspected employee alcohol or drug problem to the Executive Director. Supervisors are encouraged to seek assistance from the Executive Director for early recognition of an employee's substance abuse problem by discussing his/her concerns with the Executive Director. Supervisors should carefully observe and document any significant change in work performance they feel is caused by this problem.

# **Employer-Sponsored Events**

From time to time, Transition House may sponsor social or business-related events at which alcohol is served. This policy does not prohibit the use or consumption of alcohol at such events. However, if employees choose to consume alcohol at such events, they must do so responsibly and maintain their obligation to conduct themselves properly and professionally at all times with colleagues, donors, and/or current or prospective clients.

No alcohol will be permitted at work-related functions or on Transition House premises unless authorized by the Executive Director.

# Workplace Searches and Inspections

In order to achieve the goals of this Policy and maintain a safe, healthy, and productive work environment, Transition House reserves the right at all time to inspect employees, as well as their surroundings and possessions, for substances or materials in violation of this Policy. This right extends to the search or inspection of clothing, desks, lockers, bags, briefcases, containers, packages, boxes, tools, and tool boxes, lunch boxes, and employer-owned or leased vehicles and any vehicles on company

property where prohibited items may be concealed. Employees should have no expectation of privacy while on Transition House's premises, except in restrooms or locker rooms. For more information on workplace searches, see Transition House's Workplace Searches Policy below.

Refusal to allow search or inspection may result in discipline, up to or including termination of employment.

### 3.7. DRUG TESTING IN THE WORKPLACE POLICY

Transition House is committed to providing a safe, healthy, and productive workplace that is free from alcohol and unlawful drugs as classified under local, state, or federal laws, while employees are working on the employer's premises (either on or off duty) and while operating vehicles. For more information on substance abuse in the workplace, see Transition House's Substance Abuse Policy above.

While the use of marijuana has been legalized under some state laws for medical or recreational uses, it remains an illegal drug under federal law. Due to the sensitive nature of the job, all Transition House employees are considered safety sensitive positions. Therefore, Transition House is restricted from hiring OMMA card-holders.

Employees that work while under the influence of drugs or alcohol pose a safety risk to themselves and others with whom they work and such use is prohibited.

In furtherance of this commitment Transition House maintains a policy in which current employees may be requested or required to submit to drug and alcohol testing in certain situations. This policy is intended to comply with applicable laws regarding drug and alcohol testing and current and prospective employee privacy rights. Employees asked to submit to drug and alcohol testing must complete the Drug Testing in the Workplace Consent Form.

The Drug Testing in the Workplace Consent Form is attached at the end of this Employee Handbook.

#### Testing Based on Reasonable Suspicion

Employees may be asked to submit to a drug and alcohol test if an employee's supervisor or other person in Transition House has a reasonable suspicion, based on objective factors such as the employee's appearance, speech, behavior, or other conduct and facts, that the employee possesses or is under the influence of unlawful drugs or alcohol, or both. Employees who take over-the-counter medication or other lawful medication that can be legally prescribed under both federal and state law to treat a disability should inform their supervisors if they believe the medication will impair their job performance, safety, or the safety of others or if they believe they need a reasonable accommodation before reporting to work while under the influence of that medication. For more information on how to request a reasonable accommodation, please refer to Transition House's Disability Accommodations Policy.

### Post-Incident Testing

Employees involved in any work-related accident or incident involving the violation of any safety or security procedures may be required to submit to drug and alcohol testing. This applies even if the incident did not result in injury to any person or any property damage.

### **Testing Procedures**

All drug and alcohol testing under this Policy will be conducted by an independent testing facility licensed by the state, which will obtain the individual's written consent prior to testing. Transition House will pay for the full cost of the test. Employees will be compensated for their regular rate of pay for time spent submitting to a drug and alcohol test required by Transition House.

Employees suspected of working while under the influence of illegal drugs or alcohol will be suspended without pay until Transition House receives the results of a drug and alcohol test from the testing facility and any other information Transition House may require to make an appropriate determination. See Other Administrative Leave Policy for more information.

### Confidentiality

All records relating to an employee or applicant's drug and alcohol test results will be kept confidential and maintained separately from the individual's personnel file.

### Consequences of a Positive Test

Employees who test positive will be subject to discipline, up to and including immediate termination of employment.

### Consequences for Refusing to Submit to Testing or Failing to Complete the Test

Employees who refuse to submit to testing as required by Transition House or who fail to complete the test will be subject to discipline, up to and including immediate termination of employment.

### 3.8. WORKPLACE VIOLENCE POLICY

Transition House prohibits and will not tolerate any form of workplace violence by an employee, supervisor, or third party both at the workplace and at employer-sponsored events. This policy applies to both employees and independent contractors.

### **Prohibited Conduct**

For purposes of this policy, workplace violence includes:

- Making threatening remarks (written or verbal).
- Aggressive or hostile acts such as shouting, using profanity, throwing objects at another person, fighting, or intentionally damaging a coworker's property.
- Bullying, intimidating, or harassing another person (for example, making obscene phone calls or using threatening body language or gestures, such as standing close to someone or shaking a fist at them).
- Behavior that causes another person emotional distress or creates a reasonable fear of injury, such as stalking.
- Assault.

This is illustrative only and not exhaustive. No form of workplace violence will be tolerated.

# Weapons at the Workplace

Transition House prohibits all employees from possessing weapons of any kind at the workplace, while engaged in activities for Transition House, and at Transition House-sponsored events. Employees may keep a firearm locked in a compartment in their vehicle if they have the appropriate licensure and are legally permitted to carry such a weapon. Transition House may request documentation of such certification. For purposes of this policy, the workplace is defined to include Transition House buildings, outdoor areas, and parking lots.

Any staff member or client, and any other person affiliated with and acting for or representing Transition House will not carry, display, conceal, or handle any firearm while attending any event sponsored by Transition House or when acting in an official capacity related to Transition House duties, unless such person is a Federal, State, or other badged and licensed law enforcement officer.

# Weapons include:

- Guns.
- Knives.
- Mace.
- Explosives.
- Any item with the potential to inflict harm that has no common purpose.

This list is illustrative only, and not exhaustive. Transition House prohibits employees from possessing any weapons at the workplace.

### Workplace Violence Procedure

- 1. If a client or other individual in the office, drop-in center or apartments brandishes a weapon or threatens others on Transition House, Inc. property in any way, the person will be asked to leave immediately
  - a. If the individual leaves, the TH staff will call the police non-emergency number (321-1600) and report the incident with as much detail as possible.
  - b. If feasible, staff will also contact administration as soon as it is safe.
  - c. The staff will complete a critical incident report within 24 hours and fax to ODMHSAS.
- 2. If the individual does not leave when asked, the TH staff will begin de-escalation procedures as training in Therapeutic Options indicates. The staff will use "I statements" and express concern about the situation.
- 3. The staff will request that any others in the office be allowed to leave.
- 4. The staff will also attempt to leave and call 9-1-1 or utilize silent panic buttons as soon as staff feels safe enough to do so.
  - a. After calling 9-1-1 the staff will call administration and complete critical incident report within 24 hours and fax to ODMHSAS.
- 5. The staff will adhere to the principles of "duty to warn" if the threatening individual has made threats against others, staff will make the threat known to the potential victim.
  - a. If successful in contacting the potential victim, the staff should:
    - i. Give the potential victim as much information as possible
    - ii. Instruct the victim to phone the police and file a police report
    - iii. Contact administration
    - iv. Complete critical incident report and fax to ODMHSAS within 24 hours.
  - b. If unsuccessful in contacting the potential victim, the staff will:
    - i. Call the non-emergency police number (321-1600) to inform the police about the potential threat, giving as much detail as possible about the threat
    - ii. Inform administration
    - iii. Complete critical incident report and fax to ODMHSAS within 24 hours.

### **Complaint Procedure**

If you witness or are subjected to conduct that you believe violates this policy, you must speak, write, or otherwise contact the Executive Director or, if the conduct involves the Executive Director, the President of the Board, as soon as possible.

Complaints should be as detailed as possible, including the names of all individuals involved and any witnesses.

Transition House will directly and thoroughly investigate all complaints of workplace violence and will take prompt corrective action, including discipline, if appropriate. Transition House reserves the right to contact law enforcement, if appropriate. To the extent permitted by law, Transition House reserves the right to seek a restraining order to prevent workplace violence against an employee.

If you become aware of an imminent violent act or threat of an imminent violent act, immediately contact the appropriate law enforcement, then contact the Executive Director.

## No Retaliation

Transition House prohibits any form of discipline, reprisal, intimidation, or retaliation for reporting incidents of workplace violence of any kind, pursuing a workplace violence complaint, or cooperating in related investigations. For more information on Transition House's Anti-Retaliation Policy, see Section 2.6.

### 3.9. WORKPLACE SEARCHES POLICY

To maintain a safe, healthy, and productive work environment, Transition House reserves the right at all times to search or inspect employee's surroundings and possessions. The right extends to the search or inspection of clothing, offices, files, desks, credenzas, lockers, bags, briefcases, containers, packages, parcels, boxes, tools and toolboxes, lunch boxes, and employer-owned or leased vehicles, and any vehicles parked on company property. Employees should have no expectation of privacy while on Transition House's premises, except in restrooms. Refusal to allow search or inspection may result in discipline, up to and including termination.

### 3.10. ANIMAL POLICY

There are no animals permitted on Transition House Inc.'s property, including: offices, Drop in Center, or apartments. In circumstances required by the Americans with Disability Act (ADA) or deemed clinically beneficial by the Transition House Programs Director, consideration may be given to allow service or therapy animals to visit the Transition House Inc. office and/or Drop in Center. All service or therapy animals must have the approval of the Executive Director.

For purposes of this policy, the following definitions apply:

- 1. Pet: A "Pet" is an animal kept for ordinary use and companionship. A pet is not considered a service animal or an emotional support animal. It is not covered by this policy.
- 2. Service Animal: The American with Disabilities Act, as amended in 2008, defines a "Service Animal" as any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. The work or task that the dog performs must be directly related to the functional limitation of the person's disability and can include a wide variety of services, such as assisting those with low vision, alerting individuals who are deaf or hard of hearing, pulling a wheelchair, and retrieving items such as medicine or the telephone. Service dogs may also perform tasks such as recognizing and assisting during seizures.
- 3. Therapy Animal: A therapy animal is an animal that provides affection and comfort and is specifically trained to be gentle and stable in stressful situations. Therapy animals are most often used in hospitals, nursing homes, mental health facilities, schools, and children's settings. Before

a therapy animal will be allowed to be on the property of Transition House the animal must be certified by a formal Animal-Assisted Therapy organization recognized in the State of Oklahoma, such as Pet Partners (formerly Delta Society), Therapy Dogs International, Inc. (TDI), and Human Animal Link of Oklahoma Foundation (H.A.L.O.).

4. Approved Animal: An "Approved Animal" is a service animal that has been granted approval as a reasonable accommodation under this policy. An individual requesting an accommodation to bring his or her service animal to Transition House. may be required to provide documentation to support the reasonable accommodation requests, if the need for the animal is not readily apparent. Service animals whose behavior poses a direct threat to the health or safety of others or is disruptive to the Transition House community may be excluded, regardless of training or certification.

### **Exceptions**

Exceptions may be granted in the case of:

- 1. Trained service animal is required by the person's disability
- 2. When approval has been given for a trained therapy animal to provide a service to all Transition House clients.

It is required that any service or therapy animal must: have appropriate training, identification and/or license and tags, appropriate health records, must be under control and leashed, must not be a disruption, and handler/partner is responsible for cleanup and care of the animal. Please see below for more detailed requirements.

#### Service Animals

In the case of a service animal, permission must be granted upon entry to Transition House office and/or Drop-In Center.

Transition House requires the following for Service Animals granted entry:

- 1. Training: To work on Transition House's property, a service animal must be specifically trained to perform a service function. Evidence of successful completion of a recognized licensing or certification program for service animals or a letter documenting training is recommended. A copy of the proof of certification should be on file with Transition House.
- 2. Identification: It is required that the service animal wear a harness, cape, identification tag or other gear that readily identifies its working status.
- 3. Control: The partner/handler must be in full control of the service animal at all times. The care and supervision of a service animal is solely the responsibility of its partner/handler.
- 4. Leash: The service animal must be on a leash at all times.
- 5. License and Tags: All service animals must meet local, county, and/or state licensing regulations. It is required that service animals have an owner ID tag.
- 6. Clean-up Rule: The partner/handler must (a) always carry equipment sufficient to clean up the animal's feces; (b) never allow the animal to defecate on any property unless the partner/handler immediately removes the waste; (c) be responsible for any damage caused by the waste.
- 7. Disruption: The handler of a service animal that is unruly or disruptive may be asked to remove the animal from Transition House Inc. facilities.

# **Therapy Animals**

Any person who is approved to bring therapy animals onto property, on special occasions, must provide a commercial general liability certificate of insurance for the handler and therapy animal, with coverage of no less than \$100,000 per occurrence, and with Transition House Inc. named as an additional insured.

For a therapy animal to visit Transition House a written proposal must be submitted to the Programs Director in sufficient time so that the Programs Director may submit the proposal to the Executive Director at least two weeks prior to the proposed presence of the animal on property. In order for limited visits by therapy animals to be approved, the proposal must meet, at a minimum, the following criteria:

- 1. The proposal must specify the reason (e.g., the special occasion) for the therapy animal to be on property.
- 2. The proposal must specify the hours during which the therapy animal will be on property and the identity of the certified handler who will be with the animal at all times while the animal is on property.
- 3. The manner in which the animal will be supervised while on property must be described in detail. Unless the therapy animal is confined to a crate when not interacting with clients, the specified handler must devote substantially all of his or her time during the visit to supervision of the animal. When not in a crate, the therapy animal should be on a leash at all times.
- 4. The proposal must specify the location of the therapy animal's visit. The therapy animal should be made available for visits in an area that is easy for those who do not wish to interact with the animal to avoid such contact.

The following is required for therapy animals:

- 1. Training: The animal must be certified by a formal Animal-Assisted Therapy organization recognized in the State of Oklahoma.
- 2. Control: The handler must be in full control of the therapy animal at all times. The care and supervision of a therapy animal is solely the responsibility of its handler.
- 3. Leash: Except when crated, the therapy animal must be on a leash at all times. Exceptions will not be made.
- 4. License and Tags: All therapy animals must meet local, county, and/or state license or permit regulations. It is required that therapy animals have an owner identification tag.
- 5. Health: All therapy animals must comply with local, county, and/or state vaccination and health requirements, which may include distemper, Parvovirus, Parainfluenza, and Bordatella. A copy of immunization records must be submitted with a proposal for the animal to be on property. Animals must have an annual clean bill of health from a licensed veterinarian, including current vaccinations and immunizations against diseases common to that type of animal. Therapy animals must be pest- and parasite-free (i.e., not infested with fleas or ticks).
- 6. Clean-up Rule: The handler must (a) always carry equipment sufficient to clean up the animal's feces (b) never allow the animal to defecate on any property unless the handler immediately removes the waste; and (c) be responsible for the proper disposal of the animal's feces and for any damage caused by the waste or its removal. Crates and cages must be clean and odor free.
- 7. Disruption: The handler of a therapy animal that is unruly or disruptive may be asked to remove the animal from Transition House facilities.

### 3.11. INCLEMENT WEATHER POLICY

Transition House will make every effort to maintain normal working hours during times of inclement weather, which can disrupt operations. Transition house may close a particular location, announce a late opening, or have an early dismissal if a situation warrants such action.

If Transition House offices are closed due to inclement weather, employees are expected to work from home and complete duties which can be completed from home.

# 4. Time Away from Work and Employee Leave

## 4.1. LEAVE POLICY

Transition House provides employees with Vacation Leave, Medical Leave, and Emergency Leave subject to this Leave Policy.

Employees who abuse this Policy will be subject to discipline, up to and including termination.

### Requesting Leave

An Employee's Request for Leave form must be completed by the employee and given to the immediate supervisor at least one working day prior to the leave. In the case of extended leave, defined as more than four consecutive work days, this form must be turned in one week in advance.

Exceptions to this are to be made in the case of Medical Leave or Emergency Leave, which may be requested and approved by telephone or electronic communication with the immediate supervisor, or the Executive Director in the absence of the immediate supervisor. Such telephone or electronic approval will be documented by the approving authority and maintained for the record.

For routine leave, the immediate supervisor will approve or disapprove the leave and return a copy of the form to the employee.

Leave is subject to the approval of the immediate supervisor (or Executive Director in the exceptional circumstances noted above), and approval is contingent on staff coverage of the agency.

### No Accrual of Leave During Certain Absences

Employees may not accrue Vacation or Medical Leave during unpaid leaves of absence, or other periods of inactive service, unless accrual is required by applicable federal, state, or local law.

Paid leave may not be used for time off due to a workplace injury, which is covered by Worker's compensation.

# 1. Vacation Leave

# Vacation Leave Accrual

Full time employees earn 10 hours of Vacation Leave per month, accrued at the end of the month. For every 5 years a full time employee is employed, the employee will earn an additional 2 hours per month of Vacation Leave.

Part time employees accrue Vacation Leave on a pro-rata basis per hours worked, accrued at the end of every month. For example, a part time employee who works an average of 30 hours per week for the month would accrue 7.5 Vacation Leave hours in that month. For every 5 years a part time employee is employed, the employee will earn a pro-rated basis per hours worked at the 2 hour full time rate described above.

The accrual of PTO depends on the length of continuous service at Transition House, as determined by each employee's anniversary date. Continuous service is time employees are employed by Transition House without a break or interruption of service of one year or less. If a service break has occurred, then the employee's most recent hire date will function as their anniversary date for PTO accrual purposes.

### Eligibility for Vacation Leave

An employee must have worked at least 6 months to take Vacation Leave unless otherwise approved in writing by the Executive Director. Employees must be on active status to take Vacation Leave.

### Maximum Accrual

Total Vacation Leave may not exceed 120 hours for full time employees. Total Vacation Leave may not exceed the pro-rated amount of 120 hours based on hours worked. For example, if a part time employee regularly works 30 hours per week, the applicable Vacation Leave cap would be 90 hours.

Employees who have received the maximum accrual hours will not receive any Vacation Leave unless all or a portion of such Vacation Leave is used.

### Limitations on Consecutive Use

The maximum number of hours of Vacation Leave that can be used consecutively, unless otherwise approved by the Immediate Supervisor and Executive Director is 80 hours for full time employees and the pro-rated amount based on hours worked for part time employees. For example if a part time employee regularly works 30 hours a week, the applicable cap would be 60 hours.

# Payout of Vacation Leave upon Separation of Employment

On termination of employment, including voluntary termination by employee, full time employees may be paid for up to 80 hours of accrued but unused Vacation Leave at the employee's final rate of pay. Part time employees may be paid for the pro-rated amount of 80 hours based on hours worked.

To be eligible for payout upon separation of employment, the employee must:

- a. Be on active status.
- b. Have worked for Transition House for at least 1 year.
- c. Provide their immediate supervisor with 2 weeks written notice of resignation.

Employees fired for poor performance and/or as a result of disciplinary measures or who do not satisfy those eligibility requirements noted above will not be paid for accrued but unused Vacation Leave at termination. Payment of accrued and unused Vacation Leave at the time of termination will be left to the sole discretion of Transition House, taking into consideration availability of funding.

### 2. Medical Leave

#### Medical Leave Accrual

Full time employees earn 10 hours of Medical Leave per month, accrued at the end of the month.

Part time employees accrue Medical Leave on a pro-rata basis per hours worked, accrued at the end of every month. For example, a part time employee who works an average of 30 hours per week for the month would accrue 7.5 Medical Leave hours in that month.

### Maximum Accrual

Total Medical Leave may not exceed 320 hours for full time employees. Total Medical Leave may not exceed the pro-rated amount of 320 hours based on hours worked. For example, if a part

time employee regularly works 30 hours per week, the applicable Vacation Leave cap would be 240 hours.

Employees who have received the maximum accrual hours will not receive any Medical Leave unless all or a portion of such Medical Leave is used.

### Eligibility for Medical Leave

An employee must have worked at least 3 months to take Medical Leave unless otherwise approved in writing by the Executive Director. Employees must be on active status to take Medical Leave.

### Requesting Medical Leave

An employee is required to notify his/her immediate supervisor at least thirty minutes if possible prior to the beginning of the employee's shift. If the immediate supervisor cannot be reached, the Executive Director is to be notified.

### Use of Medical Leave

Medical Leave may be used when the employee is unable to perform the job due to mental or physical illness or injury or where the employee is in need of medical, parental leave as noted below, surgical, mental health, dental, or optical examination or treatment.

#### Documentation from Doctor

Any employee who takes 3 or more consecutive Medical Leave days may be asked to provide a certification by their health care provider attesting to the employee's, or their family member's, illness and the employee's fitness to return to work.

# Parental leave is Considered Medical Leave.

Transition House recognizes that employees may need to be absent from work to care for a newborn child or new adopted or foster child or due to a pregnancy-related condition. Transition House provides Medical Leave for such purposes in accordance with the Pregnancy Discrimination ACT (PDA), and any applicable state law.

If you need to take parental leave for the birth of your child or to care for a new or adopted foster child, you should provide advance notice to your supervisor. When possible, you should give at least 30 days' notice of your request for leave. If 30 days' notice is not possible because of medical necessity or for other reasons, you should give as much advance notice to Transition House as possible. Written notice is preferred, but not required.

If you are suffering from a pregnancy-related disability and require reasonable accommodation (which may include leave) for this purpose, fill out an Accommodation Form and return it to the Executive Director. You may be required to submit medical certification of your disability.

All employees are eligible for unpaid pregnancy disability leave in accordance with the PDA and ADA. Please inquire with The Executive Director for information about eligibility requirements under these laws. This leave will run concurrently with other leave where permitted by state and/or federal law.

During pregnancy and parental leave, all benefits provided under an employee benefit plan are governed by the terms and conditions of the applicable employee benefit plan documents in accordance with applicable law. For all other benefits, an employee on pregnancy or parental leave will receive the same rights and benefits as employees on an unpaid leave of absence.

Your job will be held for you in accordance with applicable law while you are on pregnancy or parental leave.

If you are on pregnancy-related disability leave, when you are able to return to work, you must submit a doctor's certification stating you are medically able to return to your normal duties. Your continued absence from work beyond your required disability leave period (as determined by your physician) and exhaustion of all over available leave may be deemed a voluntary abandonment of your job.

Nothing in this policy requires Transition House to reemploy individuals who are not eligible for reemployment rights under applicable law.

Transition House prohibits and will not tolerate discrimination or retaliation against any employee or applicant because of that person's pregnancy or parental leave. Specifically, no one will be denied employment, reemployment, promotion, or any other benefit of employment or be subjected to any adverse employment action based on that person's pregnancy or parental leave. In addition, no one will be disciplined, intimidated, or otherwise retaliated against because that person exercised rights under this policy or applicable law. For more information on Transition House's Anti-Retaliation Policy, see Section 2.7.

#### Extended Medical Leave

If absence due to illness or injury extends beyond the accrued Medical Leave time, additional time may be charged to Vacation Leave and/or Floating Holidays, if available. If necessary, the Executive Director may grant an employee leave without pay or terminate their employment.

# Payout of Medical Leave upon Separation of Employment

Accrued and unused Medical Leave is not paid out upon separation of employment.

#### 3. Emergency Leave

The Executive Director may grant an active employee time off for Emergency Leave when:

- a. A member of the immediate family or household requires the employee's care due to disability, illness or injury.
- b. In case of personal emergency situations.

Emergency Leave may be charged against (1) Medical leave, (2) Vacation leave, and (3) Personal Holidays (see below), in that order. The Executive Director may approve Leave of Absence Without Pay once all paid leave and Personal Days have been used, or may approve Leave of Absence Without Pay in lieu of other types of leave, if such is in the best interest of the agency.

#### **Definition of Family Member**

For purposes of this Policy, a family member is defined as a spouse, domestic partner, parent or guardian, or child. As an inclusive organization, Transition House recognizes that the definition of "family" can vary from person to person. Transition House will make all attempts to recognize the death of an employee's family member, regardless of the blood relation.

# 4.2. HOLIDAYS

If a recognized holiday occurs while an employee is using Vacation or Medical Leave, then the day will count as a holiday and not as used Vacation or Medical Leave.

An employee may be required to work on a holiday due to the necessity of continuing essential coverage. In such case, the immediate supervisor will discuss alterations in the employee's schedule to allow for another day off.

Holidays occurring during a Leave of Absence Without Pay are not paid.

Transition House recognizes ten paid days as holidays. Transition House holiday days are observed on the day on which they fall, unless they fall on a Saturday or a Sunday. When a legal holiday falls on a Sunday, the following Monday is normally observed.

The ten days of paid holidays are:

- New Years Day
- Presidents Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve Day
- Christmas Day

In addition to those holidays listed above, three Personal Holidays are granted annually to active employees. These days cannot be carried over from one year to the next. Employees are to follow leave request procedures in Section 4.1 when taking this time off.

### 4.3. PROFESSIONAL DEVELOPMENT

Professional development assistance and leave may be available based on availability of funding, including tuition assistance, continuing education, and other training opportunities. Speak to the Executive Director if you have a professional development opportunity you would like to consider.

An employee is required to meet with his/her immediate supervisor to discuss any request for professional training leave. Leave for profession development must be approved prior to taking such leave.

# **Approval Basis**

- 1. Training must be relevant to the program and the employee's position.
- 2. Time for training cannot disrupt the functioning of Transition House..
- 3. Time for professional training is worked into the employee's schedule in order for the employee to be paid for travel time as well as training time.

#### 4.4. FLEX TIME

Transition House may allow employees to work the same number of hours per workweek as currently expected when hired, but at different times. ("Flexible Hours"). This policy applies to employees

permitted to work Flexible Hours. This policy does not apply to requests for a reasonable accommodation. Employees requesting to work Flexible Hours as a reasonable accommodation should follow Transition House's procedures on requests for a reasonable accommodation.

### **Eligibility**

All employees are eligible to request Flexible Hours. All Flexible arrangements must be approved in advance by the employee's immediate supervisor. Permission to work Flexible Hours is at Transition House's discretion and can be withdrawn at any time.

## Requests to Work a Flexible Schedule

All requests to work Flexible Hours must be submitted either orally or in writing to the Executive Director.

The immediate supervisor will consider requests to work Flexible Hours on a case-by-case basis considering the following factors: position, performance, availability of funding, and business needs. Transition House reserves the right to grant or deny requests in its sole discretion.

Transition House may require employees working Flexible Hours to work outside the hours set by their Flexible Hours to attend meetings, travel for business, or for other business reasons.

Transition House reserves the right to revoke approval for a flexible work schedule and require the employee to return to normal work hours at any time.

Transition House reserves the right at any time to return an employee with a Flexible Hours arrangement to his or her standard schedule if the employee's flexible work schedule affects a department's effective operation or a change in circumstances or an employee's performance necessitates the return to a standard schedule.

#### Accrual of Paid Time Off

Employees who are permitted to work Flexible Hours continue to accrue vacation time, sick time, or other paid time off in the same manner as they did when working standard work hours, according to Transition House's Paid Time Off Policy.

# Work Assignments and Productivity

Unless otherwise specified by their supervisor, an employee's job duties and responsibilities do not change under a Flexible Hours arrangement. Employees must continue to perform all job duties and responsibilities at a satisfactory level. Failure to do so may result in the employee being required to return to a standard schedule, disciplinary action, or both, in the employer's sole discretion.

Transition House may suspend or cancel a Flexible Hours arrangement at any time.

Exempt employees may be required to work outside their flextime schedule to perform their job duties. Nonexempt employees may be asked to work overtime regardless of a flextime schedule.

#### Special Rules for Nonexempt Employees

Nonexempt employees who are permitted to work Flexible Hours must:

- Comply with Transition House's Timekeeping Policy. Employees must accurately record all working time.
- With the approval of the Executive Director, make up any missed working time, such as late arrival to work, in the same workweek in which the working time is missed.

Nonexempt employees who are permitted to work Flexible Hours will be paid overtime compensation for all hours worked in excess of 40 per workweek. Employees must comply with Transition House's policy concerning working overtime.

### 4.5. BEREAVEMENT LEAVE

Transition House will provide 3 days of paid leave to any full-time employee upon the death of an immediate family member. Immediate family includes spouse, parent, or child. Available paid time off may be used if the employee feels more time is needed. Unpaid time off may also be requested. All requests for bereavement leave should be approved by the employee's direct supervisor. All full-time employees become eligible for paid bereavement leave after completing the probationary period.

As an inclusive organization, Transition House recognizes that the definition of "family" can vary from person to person. Transition House will make all attempts to recognize the death of an employee's family member, regardless of the blood relation.

### 4.6. MILITARY SERVICE LEAVE

Transition House recognizes that employees may need to be absent from work to serve in the US Military. Transition House provides military service leaves of absence to all regular full-time, part-time, and probationary employees in compliance with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and applicable state laws.

#### **Procedures**

If you need to take military service leave, you or an authorized military service officer should provide advance notice to your supervisor. When possible, you should give at least 30 days' notice of your request for leave. If 30 days' notice is not possible because of military necessity or other reasons, you should give as much advance notice to Transition House as possible.

Written notice is preferred, but not required. Where possible, please submit a copy of your military orders, training notice, or order to active duty, to your supervisor.

### Eligibility Requirements

**Eligible Employees.** All regular full-time, part-time, and probationary employees are eligible for military service leave if they are absent from work because of eligible military service. Independent contractors and employees who were only employed for a brief- non-recurrent period before the start of military service are not eligible for leave under this policy.

**Eligible Military Service.** For purposes of this policy, eligible military service means certain types of service (listed below) in the following branches of the US military:

- Armed Forces (Army, Navy, Air Force, Marine Corps, and Coast Guard).
- National Guard, including the Army National Guard and Air National Guard, when the employee
  is engaged under federal Transition House in active duty for training, inactive duty training, or
  full-time National Guard duty.
- Commissioned corps of the Public Health Service.
- Any other category of persons designated by the President in a time of war or national emergency.

Eligible employees make take leave under this policy for the following types of military service:

- Active duty.
- Active duty for training.

- Initial active duty for training.
- Inactive duty for training.
- Full-time National Guard duty.
- Submitting to an examination to determine your fitness for any of these services.
- Funeral honors duty performed by National Guard or Reserve members.
- Service as an intermittent disaster response appointee of the National Disaster Medical System when employees are:
  - o Active under federal authority; or
  - o Attending authorized training in support of a federal mission

# Compensation During Leave

Military service leave is unpaid. However, employees may use any or all of their accrued but unused PTO during their military service leave.

### Benefits During Leave

During military service leave, all benefits provided under an employee benefit plan are governed by the terms and conditions of the applicable employee benefit plan documents in accordance with applicable law. For all other non-seniority benefits, an employee on military service leave will receive the same rights and benefits as employees on an unpaid leave of absence.

# Reemployment

Employees may be eligible for reemployment after their military service leave. Any employee who would like to return to work must report to work or submit an applicable for reemployment to the Executive Director, including their military discharge documentation, if available, as follows:

- If their military service was for less than 31 days, they must report to work on the first regularly scheduled workday that is at least eight hours after they return home from military service.
- If their military service was for 31 to 180 days, they must apply for reemployment within 14 days following completion of military service.
- If their military service was for more than 180 days, they must apply for reemployment within 90 days following completion of military service.
- If they suffered a service-connected injury or illness and they are hospitalized or convalescing, they have up to two years following completion of military service to return to their jobs or apply for reemployment, depending on the length of recovery time required.

If any employees are unable to comply with this reporting schedule through no fault of their own or if they are injured or recovering from an injury and need an accommodation for specific circumstances beyond their control, they should speak with the Executive Director as soon as possible to determine if they are eligible for a reasonable accommodation or additional time to apply for reemployment. Employees who do not report to work or apply for reemployment within the applicable timeframe will be subject to Transition House policies regarding unexcused absences.

Nothing in this policy requires Transition House to reemploy individuals who are not eligible for reemployment rights under applicable law.

# Seniority Rights After Reemployment

Employees who are eligible for reemployment will be reemployed with the same seniority, and all rights and benefits based on that seniority, that they would have attained if they had not taken military leave. Seniority rights include pay and benefits that accrue or are determined based on their length of service.

#### Discrimination and Retaliation Prohibited

Transition House prohibits and will not tolerate discrimination or retaliation against any employee or applicant because of that person's membership in or obligation to perform service for any branch of the US military. Specifically, no one will be denied employment, reemployment, promotion, or any other benefit of employment, or be subjected to any adverse employment action based on that person's membership in or service for any branch of the US military. In addition, no one will be disciplined, intimidated, or otherwise retaliated against because that person exercised rights under this policy or applicable law. For more information on Transition House's Anti-Retaliation Policy, see Section 2.6.

#### State or Local Military Service Leave Laws

Where state or local military service leave laws offer more protections or benefits to employees, the protections or benefits that are most favorable to the employee, as provided by such law, will apply.

### 4.7. EXTENDED LEAVE

There are occasions when an employee may require an extended leave of absence. Transition House will try to accommodate employees making this request, but the reasons must be stated in writing and approved by your immediate supervisor. The supervisor will then submit the request to the Executive Director for approval.

Regular employees may request, subject to the sole discretionary approval of Transition House, a leave of absence without pay or employment benefits for a period not to exceed three months. Requests for a leave of absence should be submitted in writing to the supervisor as far in advance of the anticipated date as possible. The leave request must be dated, signed by the employee, and must state the reasons, circumstances, duration, and location of the employee during leave. The supervisor will submit his or her recommendation to the Executive Director. The Executive Director will approve or disapprove the leave, and so notify the employee through the supervisor. Extensions of an initial leave of absence must be requested in the same manner.

Employees must have utilized all Vacation and Medical Leave prior to taking an unpaid leave of absence under this policy.

During a leave of absence, employees will be responsible for either maintaining or discontinuing any employment-related discretionary insurance benefits.

Upon expiration of a leave of absence, the employee may be reinstated in the position held, or an equivalent one, at the time leave was granted if such a position is available. An employee who fails to report promptly for work at the expiration of a leave of absence, or who applies for and receives unemployment insurance while on leave, will be considered to have voluntarily resigned.

### 4.8. JURY DUTY LEAVE

Transition House encourages employees to fulfill their civic duties related to jury service.

Jury duty leave is unpaid for up to 8 weeks. Employees may opt to use any available accrued Vacation or Medical Leave in place of unpaid leave.

If you receive a jury summons, you must inform the Executive Director as soon as possible to make arrangements for a leave of absence. Transition House reserves the right to require employees to provide proof of jury duty service to the extent authorized by law. The Executive Director must receive a statement from court or agency to grant leave.

You are expected to return to work if you are excused from jury duty during regular working hours or released from jury duty earlier than expected.

The Executive Director must receive a statement from the court or agency showing the amount and/or duration of time the employee's presence was required by the court or agency before the employee can be paid for this time.

Any employee who abuses this policy will be subject to disciplinary action, up to and including termination of employment.

# 4.9. WITNESSES AND VICTIMS OF CRIME LEAVE

The Executive Director must receive a statement from court or agency to grant leave under this policy. The Executive Director must receive a statement from the court or agency showing the amount and/or duration of time the employee's presence was required by the court or agency before the employee can be paid for this time.

### **Criminal Proceedings**

Transition House acknowledges that, on occasion, employees may have an obligation to participate in criminal legal proceedings either as a witness or because the employee or a close family member was victimized by a criminal act.

Transition House authorizes leave to attend those proceedings under circumstances described in this policy.

If you are required to attend a criminal proceeding either as a witness or as a crime victim (or a close family member of a crime victim), you must inform your supervisor as soon as possible to make arrangements for a leave of absence. Transition House reserves the right to require employees to provide proof of the need to attend the criminal proceedings to the extent authorized by law.

Employees who must attend criminal proceedings pursuant to this policy are paid for up to 8 weeks. Employees may opt to use any available accrued Vacation or Medical Leave in place of unpaid leave.

For purposes of this policy, close family member includes (and will be modified to the extent inconsistent with state law as described below):

- Spouse or domestic partner.
- Parent.
- Step-parent.
- Parent-in-law.
- Sibling.
- Brother-in-law.
- Sister-in-law.
- Child
- Step-child.
- Son-in-law.
- Daughter-in-law.
- Grandparent.
- Grandchild.

You are expected to return to work if you are excused from the criminal proceedings during regular working hours or released from the criminal proceeding earlier than expected.

This policy does not extend to employees seeking leave because they have committed or are alleged to have committed a criminal act.

Retaliation against any employees taking leave permitted under this policy is strictly prohibited.

### Civil Proceedings

Transition House acknowledges that, on occasion, employees may have an obligation to participate in civil proceedings as a witness. Transition House authorizes leave to attend those proceedings under circumstances described in this policy.

If you are required to attend a civil proceeding because you have been issued a summons, you must inform your supervisor upon receipt of the summons to make arrangements for a leave of absence. Transition House reserves the right to require employees to provide proof of the need to attend the proceedings to the extent authorized by law.

Employees who must attend civil proceedings for reasons authorized by this policy are paid for up to 1 week. Employees may opt to use any available accrued PTO in place of unpaid leave.

You are expected to return to work if you are excused from the civil proceedings during regular working hours or released from the civil proceedings earlier than expected.

This policy does not extend leave to employees seeking leave because they or their family member(s) are a party to a civil lawsuit.

### No Retaliation

Transition House prohibits any form of discipline, reprisal, intimidation, or retaliation for taking leave under this policy. For more information on Transition House's Anti-Retaliation Policy see Section 2.6.

### 4.10. VOTING LEAVE

Transition House encourages employees to vote in all elections. All employees are eligible for voting leave under this policy.

#### Procedure

Employees are allowed two hours of paid leave during the period when the election is open. However, if due to distance from the voting place you need more than two hours to vote, the employee will be allowed sufficient time to vote.

# Notice Requirements

Employees must provide oral or written notice to their supervisor of intent to take leave under this policy as soon as possible, but not less than the day before the applicable election.

# Compensation

Leave under this policy is paid at the employee's regular rate of pay at the Transition House. Transition House reserves the right to request proof that the vote was cast.

### No Retaliation

Transition House prohibits any form of discipline, reprisal, intimidation, or retaliation for taking leave under this policy. For more information on Transition House's Anti-Retaliation Policy see Section 2.5.

### 4.11. OTHER ADMINISTRATIVE LEAVE

Transition House reserves the right to place employees on paid or unpaid administrative leave for various purposes including:

- Work area repairs.
- Internal reviews or investigations regarding harassment, discrimination, retaliation, or internal investigations for some other purpose.
- Investigation of an external event, such as an arrest.

This list is illustrative and not exhaustive. Transition House reserves the right to place employees on paid or unpaid administrative leave at Transition House's discretion.

Employees who take administrative leave for a serious medical condition will be required to provide documentation of such condition. Employees who return to work after taking leave for a serious medical condition must complete a Fitness for Duty Certification *before* returning to work.

### 5. Payroll Practices and Compensation

#### **5.1. EMPLOYEE CLASSIFICATIONS**

Transition House designates each employee as either exempt or non-exempt in compliance with applicable federal, state, and local law.

**Exempt Employees.** Employees who are designated as exempt are paid a fixed salary and are not entitled to overtime pay.

**Non-exempt Employees**. Employees who are designated as non-exempt are entitled to overtime pay at a rate of one and one-half times their regular rate of pay for all hours worked over 40 in a workweek, as required by applicable federal, state, and local law.

Transition House also assigns each employee to one of the following categories:

**Regular Full-Time Employees.** Regular full-time employees regularly work between 36 and 40 hours per workweek, except for approved time off.

**Regular Part-Time Employees.** Regular part-time employees generally work between 10 and 35 hours per workweek.

**Temporary Employees**. Temporary employees are generally hired on a temporary or project-specific basis, either with full or part-time hours and are not eligible for most employee benefits.

#### 5.2. WORKWEEK BUSINESS HOURS

In order to comply with federal law, Transition House's workweek begins at 12:01 a.m. on Wednesday and ends at 12:00 p.m. on Wednesday. Normal business hours are Monday through Friday from 9:00 a.m. to 5:00 p.m.

#### 5.3. MEAL BREAKS

Employees are allowed up to a 1 hour break for meal purposes every work day. Employees do not need to clock out for meal breaks.

Meal breaks are intended to provide employees an opportunity to be away from work, and employees should try not to perform any work during meal breaks. Employees are encouraged to take meal and rest periods away from their immediate work area. Employees are free to leave the work premises during their meal breaks.

#### 5.4. TIMEKEEPING

To ensure that Transition House has accurate time records and that employees are paid for all hours worked in a timely manner, non-exempt employees are required to accurately record all hours. Nonexempt employees should record all hours worked and breaks longer than 20 minutes on a daily basis, including meal breaks. Employee's supervisor will review your time records and ask you to verify them when necessary.

All employees are required to accurately record all hours worked according to the Executive Director's instructions.

Employees must unilaterally record time worked and regularly review such records to ensure accuracy. If employee believes that their time record is inaccurate, please refer to Employee Complaints below.

Employees must ensure all time is recorded accurately. Off-the-clock work is strictly prohibited.

Fraudulent timekeeping and falsification of time records are subject to discipline, up to and including termination.

Employees are responsible for reporting any supervisor who encourages or requires off-the clock work to the Executive Director.

#### 5.5. OVERTIME

Employees may be required to come in early, work late, or work overtime from time to time, depending on various factors, such as workloads, staffing needs, and special projects. Employees will receive their specific work schedule from their direct supervisor.

Non-exempt employees will receive overtime pay in accordance with applicable federal, state, and local law at a rate of one and one-half times their regular rate of pay for all hours worked over forty (40) hours in any given workweek. Overtime pay is based on hours actually worked. For example, hours paid for vacation, holiday, sick, or paid time off will not be included in calculating hours for overtime.

If you believe that you have not been compensated for all hours worked or for all overtime hours worked, you must report your concern to your supervisor immediately. For information about how to report errors in your compensation, please see the Employee Complaints section below.

Non-exempt employees must obtain approval from their direct supervisor in advance of working overtime. If the employee's direct supervisor is unavailable, the employee must obtain approval from the Executive Director. Failure to obtain approval for working overtime may result in discipline, up to and including termination.

Exempt employees do not receive overtime pay, and instead are paid a salary that compensates them for all hours worked. Such employees must still receive a salary equal to the applicable minimum wage. If you believe that you have not been compensated for all hours worked at the applicable minimum wage, you must report your concern to your supervisor immediately.

#### **5.6. LACTATION BREAKS**

All employees who are nursing mothers are eligible to take reasonable breaks under this policy to express breast milk for up to 18 months after the birth of the employee's child. Transition House encourages all eligible employees who intend to take breaks under this policy to notify the Executive Director of their intent.

#### **Lactation Breaks**

Please contact the Executive Director for information about the designated location for lactations breaks.

#### Compensation During Breaks

Lactation breaks under this policy are unpaid. However, employees who use meal or rest break time to express breast milk should let the Executive Director know and will be compensated in accordance with Transition House's policy on meal and rest breaks.

Employees who are required to record time under Transition House's Timekeeping Policy must accurately record the start and end of lactation breaks on their timekeeping device in accordance with Transition House's timekeeping policy. Uninterrupted lactation breaks do not count as hours worked.

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

#### **Complaint Procedure**

If you are subjected to any conduct that you believe violated this policy, you should promptly notify the Executive Director orally or in writing, who will ensure that a prompt investigation is conducted and take prompt corrective action, if appropriate. Although not mandatory, a Complaint Form is available. Contact the Executive Director if you wish to use the Complaint Form.

#### No Retaliation

Transition House expressly prohibits any form of discipline, reprisal, intimidation, retaliation, or discrimination against any individual for requesting or taking lactation breaks, or filing a complaint for this policy, the Fair Labor Standards Act, or applicable state or local law. For more information on Transition House's Anti-Retaliation Policy, see Section 2.6.

#### 5.7. COMPENSATION

Compensation thresholds are set by the Board of Directors.

Active employees are eligible for raises at the beginning of each fiscal year. The maximum percent of raises is determined by the Board of Directors based on the budget for the upcoming fiscal year.

The amount of the raise given to each employee is determined by the Immediate Supervisor and the Executive Director based on the employee's performance as documented in evaluations and other records and the percentage established by the Board of Directors.

#### 5.8. PAY PERIOD AND PAY DAY

Employees are paid on the 15<sup>st</sup> and last day of every month. If a payday would fall on a holiday, payment will be made on the preceding workday. Employees will be paid via direct deposit. For all other employees, paychecks will be mailed to the employee's home address on file with Transition House or delivered to employees. If you do not receive your direct deposit or paycheck, notify the Business Manager immediately.

Employees should review their paychecks for errors in compensation and accrued leave. If you find an error, report it to the Business Manager immediately. If there has been an erroneous overpayment or underpayment, Transition House will correct it as soon as possible. For information on how to report errors, please see the Employee Complaints section below.

#### **5.9. DISCRETIONARY BONUSES**

Employees may be eligible to receive a bonus at the complete and sole discretion of Transition House. Specifically, Transition House reserves complete and sole discretion to determine whether any bonuses will be paid, and if so, to set any eligibility criteria, the amount of bonuses (if any), and the timeline of bonus payments (if any).

Staff holiday bonuses may be granted based upon the current and projected financial condition of the agency as of December 1st each year as approved by the Board of Directors. The amount of each employee's holiday bonus, if such is granted, will be approximately one percent of that employee's annual salary, unless another percentage is approved by the Board of Directors.

#### **5.10.** PAYROLL DEDUCTIONS

Transition House is required by law to make certain deductions from your pay each pay period, including:

- Federal and state income taxes.
- Social Security (FICA) taxes.
- Deductions required by wage garnishment or child support orders.
- Other deductions required by federal, local, or state law.
- Voluntary donations.

Transition House may also deduct from your pay your portion of health, dental, life, or other insurance premiums and voluntary contributions to a 401(k) retirement or other pension plan. No other deductions will be made.

All deductions from your pay will be identified on your pay stub. If you have questions about any deductions from your pay or if you believe improper deductions have been made, you must report your concern to the Executive Director immediately. For more information on how to report improper deductions, please see the Employee Complaints section below.

#### 5.11. TRAVEL AND BUSINESS EXPENSE REIMBURSEMENT

It is Transition House's practice to reimburse employees for reasonable expenses incurred during the period they are employed by Transition House in connection with travel and other business on behalf of Transition House, subject to the guidelines and procedures set out in this policy and Transition House's *Financial Operations Manual*.

Employees must obtain advance written approval from the Executive Director and receipts or other appropriate substantiating documents for all travel and other business expenses incurred in order to be reimbursed.

#### **5.12.** EMPLOYEE COMPLAINTS

If you believe there are errors in your pay, including that you have been overpaid or underpaid, that improper deductions have been taken from your pay, or that your pay does not accurately reflect all hours worked, including overtime hours, work outside of the employer's premises, or work performed during meal breaks, you must report your concerns to the Executive Director immediately. Transition House will promptly investigate all reported complaints and, if appropriate, take corrective action.

Transition House prohibits and will not tolerate retaliation against any employee because that employee filed a good faith complaint under this policy. Specifically, no one will be denied employment, promotion, or any other benefit of employment or be subject to any adverse employment action based on their good faith complaint. In addition, no one will be disciplined, intimidated, or otherwise retaliated against because they exercised their rights under this policy or applicable law.

### 6. Employee Benefits

#### **6.1. OVERVIEW**

This provision of the Employee Handbook highlights features of benefits required by law and those that Transition House has chosen to provide. Transition House does provide certain health insurance benefits, life insurance benefits, and dental insurance benefits and may provide reimbursement for the same. Employees should speak with the Executive Director to determine the availability of employee benefits.

#### 6.2. DISCLAIMER

Any description of employee benefits in this Employee Handbook only summarizes the provisions of a formal benefit Plan document and does not attempt to cover all of the details contained in the Plan document. The operation of the Plan, including events making you eligible or ineligible for benefits, the amount of benefits to which you (or your beneficiaries) may be entitled, the actions you (or your beneficiaries) must take to request and support a claim for benefits will be governed solely by the terms of the official Plan document. To the extent that any of the information contained in this Employee Handbook, a summary plan description, or any information you receive orally is inconsistent with the official Plan document, the provisions set forth in the Plan document will govern in all cases. If you wish to review the Plan document, please contact the Executive Director.

Transition House reserves the right, at its discretion, to change or terminate any of the non-mandatory benefits or to require employee contribution toward any benefits.

#### **6.3. BENEFITS REQUIRED BY LAW**

Transition House employees are covered by Social Security and by Unemployment insurance as required by law.

Transition House provides workers' compensation insurance as required by Oklahoma law. Employees must report any work-related injury in accordance with Workplace Health and Safety Policies. Neither Transition House nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by the agency. Neither Transition House nor the insurance carrier are liable for payment of workers' compensation in the event that the injury to the employee was occasioned by the intoxication and/or impairment of the employee or willfully suffered by the employee or intentionally inflicted by the employee.

### 7. Discipline and Termination of Employment

#### 7.1. DISCIPLINE

Discipline can include, but is not limited to:

- Verbal reminders.
- Counseling.
- Written reminders.
- Suspension.
- Financial Consequences.
- Termination.
- Any other form of discipline that Transition House chooses to impose based on an employee's violation of Transition House policies, procedures, or practices.

Transition House in its sole discretion may impose discipline up to and including termination based on a single violation of the organization's policies, procedures, and practices.

#### 7.2. TERMINATION OF EMPLOYMENT

#### Resignation

Employees should give written notice at least 10 working days in advance of resignation. No leave may be taken during minimum notice period without prior approval by the Transition House.

#### Reduction in Force

Transition House, with the concurrence of the Board, may decide to reduce the size of the staff for financial or other business reasons, such as reorganization or in accordance with grant revenues. Any employee so affected shall be given a minimum of 1 week notice, plus reasonable leave during the notice period for interviews.

#### <u>Unsatisfactory Performance and Misconduct</u>

Any employee may be terminated at any time for unsatisfactory performance or misconduct. Misconduct may include, but is not limited to, failure to comply with the policies in this Employee Handbook, misbehavior on the job, insubordination, refusal to do work as reasonably expected, wrongful use of or taking property from Transition House, or conviction of a felony.

#### Employee at Will

Just as employees are free to resign at any time, Transition House is free to discharge employees at any time for any reason or for no reason whatsoever. Nothing in this Employee Handbook creates a contract for employment between any employee and Transition House.

### 8. Administration of and Conduct not Prohibited by Employee Handbook

### 8.1. ADMINISTRATION OF EMPLOYEE HANDBOOK

The Executive Director is responsible for the administration of the policies herein. If you have any questions about the above policies, please contact the Executive Director.

Transition House expressly reserves the right to change, modify, or delete provisions of this Employee Handbook without notice.

#### 8.2. EMPLOYEES COVERED UNDER A COLLECTIVE BARGAINING AGREEMENT

The policies set out herein work in conjunction with, and do not replace, amend, or supplement any terms or conditions of employment stated in any collective bargaining agreement that a union has with Transition House. Employees should consult the terms of their collective bargaining agreement. In the event that the terms of policies herein differ from the terms expressed in the applicable bargaining agreement with Transition House, the terms of the collective bargaining agreement will control.

#### 8.3. CONDUCT NOT PROHIBITED BY EMPLOYMENT POLICIES

Policies in this Employee Handbook are not intended to restrict communications or actions protected or required by state or federal law.

#### 9. Attachments

# **Employee Handbook Acknowledgment**

| I,                                                                                                                      | (employee name), acknowledge that on                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                         | (date), I received a copy of the Transition House, Inc. ("Transition House")                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Transition House<br>or delete the rule<br>with or without or<br>oral or written, capproved in writ<br>to enforce any ru | book and that I read it, understood it, and agree to comply with it. I understand that has the maximum discretion permitted by law to interpret, administer, change, modify, as, regulations, procedures, and benefits contained in the Employee Handbook at any time notice. No statement or representation by a supervisor or any other employee, whether can supplement or modify this Employee Handbook. Changes can only be made if hing by Transition House. I also understand that any delay or failure by Transition House ale, regulation, or procedure contained in the Employee Handbook will not constitute a tion House's right to do so in the future. |
| management rep<br>create a contract<br>by an authorized<br><u>Handbook does</u><br>signed by an aut                     | tand that neither this Employee Handbook nor any other communication by a resentative or any other employee, whether oral or written, is intended in any way to of employment. I understand that, unless I have a written employment agreement signed a Transition House representative, I am employed at will and this Employee not modify my at-will employment status. If I have a written employment agreement horized Transition House representative and this Employee Handbook conflicts with the ployment agreement, I understand that the terms of my employment agreement will                                                                             |
|                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|                                                                                                                         | (Employee Signature)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|                                                                                                                         | (Printed Name)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|                                                                                                                         | (Date)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

# Student and Volunteer Employee Handbook Acknowledgment

|          | I, (student/volunteer name), acknowledge that                                                                              |
|----------|----------------------------------------------------------------------------------------------------------------------------|
| on       | I, (student/volunteer name), acknowledge that (date), I received a copy of the Transition House, Inc. ("Transition House") |
| Emplo    | yee Handbook and that I read it, understood it, and agree to comply with those provisions applying                         |
| to stud  | ents and volunteers, including the following:                                                                              |
|          | Background Check Policy                                                                                                    |
|          | Equal Employment Opportunity Policy                                                                                        |
| 3.       |                                                                                                                            |
| 4.       | •                                                                                                                          |
| 5.       |                                                                                                                            |
| 6.       | Code of Ethics and Conflict of Interest                                                                                    |
| 7.       | Dress Code and Grooming                                                                                                    |
|          | Solicitation and Distribution                                                                                              |
|          | IT Resources and Communication Systems Policy                                                                              |
|          | Social Media Policy                                                                                                        |
|          | Fundraising Policy                                                                                                         |
|          | Confidential Information Policy                                                                                            |
|          | Bringing your own Device to Work Policy                                                                                    |
| 14.      | Personal Car for Business Use Policy                                                                                       |
|          | Political Activity in the Workplace Policy                                                                                 |
|          | Health and Safety in the Workplace Policy                                                                                  |
|          | Workplace Safety Rules and Procedures                                                                                      |
| 18.      | Infection Control policy                                                                                                   |
| 19.      | Smoke-Free Workplace Policy                                                                                                |
| 20.      | Substance Abuse Policy                                                                                                     |
| 21.      | Workplace Violence Policy                                                                                                  |
|          | Workplace Searches Policy                                                                                                  |
|          |                                                                                                                            |
| I under  | stand that Transition House has the maximum discretion permitted by law to interpret, administer,                          |
| change   | , modify, or delete the rules, regulations, procedures, and benefits contained in the Employee                             |
| Handb    | ook at any time with or without notice. No statement or representation by a supervisor or manager                          |
| or any   | other employee, whether oral or written, can supplement or modify this Employee Handbook.                                  |
| Change   | es can only be made if approved in writing by Transition House. I also understand that any delay or                        |
| failure  | by Transition House to enforce any rule, regulation, or procedure contained in the Employee                                |
| Handb    | ook will not constitute a waiver of Transition House's right to do so in the future.                                       |
|          |                                                                                                                            |
|          | I understand that neither this Employee Handbook nor any other communication by a                                          |
|          | ement representative or any other employee, whether oral or written, is intended in any way to                             |
| create a | a contract of employment. I understand that, unless I have a written employment agreement signed                           |
| by an a  | authorized a Transition House representative, <u>I am a student or volunteer and not an employee</u>                       |
| and th   | is Employee Handbook does not modify my volunteer status.                                                                  |
|          |                                                                                                                            |
|          | Voluntoon/Student Simotone                                                                                                 |
|          | Volunteer/Student Signature Date                                                                                           |
|          |                                                                                                                            |

Volunteer/Student Printed Name

#### **Transition House Standards and Commitment to Culture**

### STANDARDS FOR THE TRANSITION HOUSE CULTURE STATEMENT

#### **WE LISTEN:**

- Active listening to build healthy connections.
- Being present not just listening to respond.
- Minimize technology distractions and prioritize usage.
- Prioritize respect and presence.

#### **WE RESPECT:**

- Acknowledge biases.
- Use consultation to manage biases.
- Empathetically build connection without personalizing challenges.

#### **WE SUPPORT:**

- Set healthy limits and boundaries.
- Hold people accountable without judgment.
- Provide consistency in care.

#### **WE EMPOWER:**

• Provide tools for/not do for.

**Employee Signature** 

- Use critical thinking and do not work harder than the person needing help.
- Accept that letting go is part of the process.

| ELIEF IN RECOVERY                               | Be respectful and understand readiness.                                            |
|-------------------------------------------------|------------------------------------------------------------------------------------|
| <ul> <li>Willingness</li> </ul>                 | <ul> <li>Consistently communicate belief in recovery and in the person.</li> </ul> |
| Hope                                            | Provide support through healthy connections.                                       |
| • Faith                                         | Tronscoopport amough meaning commences.                                            |
| MUTUAL TRUST & RESPECT                          | Authentically communicate sincere connection.                                      |
| Open-Mindedness                                 | <ul> <li>Accept people where they are in their process.</li> </ul>                 |
| Non-Judgmental                                  | <ul> <li>Use vulnerability and self-disclosure appropriately.</li> </ul>           |
| Communication                                   |                                                                                    |
| CONNECTION                                      | Use empathy and awareness to find points of connection.                            |
| <ul> <li>Compassion without Enabling</li> </ul> | Allow vulnerability to be a part of the process.                                   |
| <ul> <li>Healthy Boundaries</li> </ul>          | Commit and work to build meaningful lasting connections.                           |
| <ul> <li>Openness</li> </ul>                    |                                                                                    |
| NTEGRITY                                        | Professionalism.                                                                   |
| <ul> <li>Accountability</li> </ul>              | Loyalty.                                                                           |
| <ul> <li>Mindfulness</li> </ul>                 | Value self, others, and missions.                                                  |
| <ul> <li>Honesty</li> </ul>                     | Have the courage to do the right thing the right way.                              |
| <u>Fun</u>                                      | Create safe environments without judgment.                                         |
| <ul> <li>Vulnerability</li> </ul>               | Promote safe and open environments to allow individuals the                        |
| <ul> <li>Celebration</li> </ul>                 | chance to explore new opportunities for self-expression.                           |
| <ul> <li>Creativity</li> </ul>                  | Challenge by choice – creating trust and respecting limits.                        |
| GRATITUDE                                       | Accept enough.                                                                     |
| <ul> <li>Acceptance</li> </ul>                  | Intentionally, consistently practice gratitude.                                    |
| <ul> <li>Courage</li> </ul>                     |                                                                                    |
| <ul> <li>Wisdom</li> </ul>                      |                                                                                    |

Date

| Page | 82 | of | 100 |
|------|----|----|-----|
|      |    |    |     |

#### **Transition House Confidentiality Agreement**

By signing below, I agree and certify that I read and understand the Transition House Confidential Information Policy and that I have been advised by Transition House, Inc. that all written and oral information regarding treatment of clients is protected by CFR 42,2. I understand that Section 2.22 requires that I maintain all client information (oral and written) confidentially during and after the termination of my involvement with Transition House, Inc.

I also understand that violation of Section 2.22 or any other section of CFR 42,2 shall result in criminal penalty of a fine of not more than \$500.00 in the first offense and not more than \$5,000.00 in any subsequent offense.

This statement not only pertains to clients with drug and alcohol illness, but all clients with mental

disorders.

| TH Involvement: Staff Position/ Board Member/ Volunteer |      |  |
|---------------------------------------------------------|------|--|
| Employee/Volunteer Signature                            | Date |  |
| Employee/Volunteer Printed Name                         |      |  |
| Supervisor/Witness Signature                            | Date |  |
| Supervisor/Witness Printed Name                         |      |  |

#### **Transition House Driver Agreement**

Transition House's current van insurance coverage is with Philadelphia Insurance's. Based on their requirements, below is a list of driver requirements for any Transition House staff members to qualify to drive the TH van. These requirements are to be presented to potential employees as well so there is a clear understanding of what our insurance carrier expectations are in relation to qualifying for coverage to drive TH's van as part of the job requirements.

- No major violations including DUI, racing, hit and run, speeding in excess of 20 mph over posted speed limit, manslaughter within the past 5 years
- No more than 2 moving violations within past 3 years
- No more than 1 at fault accident within past 3 years
- Anyone driving/transporting others needs at least 5 years driving experience and it's recommended to take Philadelphia's online "Driver Training" program

# To Qualify to Drive the Transition House Van, Employees of Transition House Must:

- 1. Comply with the above-mentioned requirements of Transition House's Auto Insurance carrier.
- 2. Provide documentation for your personnel file that indicates that you have completed Philadelphia's online "Driver Training" program.
- 3. Have received and completed TH Van training by one of the TH Staff and have written verification of the completed training in the personnel file before being allowed to drive the TH and transport clients. (This applies to new employees who begin employment after April 23, 2021)
- 4. Follow all current laws related to safe driving including but not limited to:
  - o Wearing seat belts and ensuring all passengers are wearing seatbelts.
  - o No phone usage while driving the van including calls, texting, etc.

| requirements of driving the may remove me as a qual | , have read and understand the expectations and uirements of driving the Transition House van. I understand that any violations of these expectation y remove me as a qualified driver of the Transition House van, and this may impact my employment with the agency if driving the van is a requirement of my position. |            |  |
|-----------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--|
| Signature                                           | Witness                                                                                                                                                                                                                                                                                                                   | Date       |  |
|                                                     | New Employees Verification of TH Var                                                                                                                                                                                                                                                                                      | n Training |  |
|                                                     | (date). I underst                                                                                                                                                                                                                                                                                                         |            |  |
| Signature                                           | TH Staff providing training                                                                                                                                                                                                                                                                                               | g Date     |  |

#### **Drug Testing in the Workplace Consent Form**

As explained in the Transition House, Inc. ("Transition House") Drug Testing in the Workplace Policy, Transition House is committed to providing its employees with a safe workplace that is free from unlawful drugs and alcohol. Pursuant to that policy, employees and applicants of Transition House will be tested for drugs and alcohol at certain times before and during their employment with Transition House.

I hereby agree to submit to drug and alcohol tests ("drug test") as requested by Transition House. I agree to provide a sample upon request, and undergo the necessary procedures required to perform the drug test. I acknowledge that the drug test will be conducted by a laboratory certified by Oklahoma, which will collect and test the drug test samples. I also authorize such a laboratory to disclose the drug test results to Transition House. I understand that the drug test results will remain confidential to the extent required by law and all records related to the test will be kept separately from my personnel file.

I understand that Transition House will pay for the drug test and that I will be compensated at my regular rate of pay for the time spent submitting to a drug test required by Transition House. I consent to undergo any random drug tests that Transition House may require for employees in my position. I consent to be tested if I am involved in an accident or injury that gives Transition House reasonable suspicion to believe that I was under the influence of unlawful drugs or alcohol.

I understand that if I test positive for unlawful drugs or alcohol, I will be in violation of company policy and subject to discipline, up to and including termination of employment or withdrawal of a conditional job offer. I understand that I have the right to a retest if an initial test indicates use of unlawful drugs or alcohol, and that I will have the opportunity to explain to Transition House that a positive test result is due to my legitimate use of prescription medication. I understand that my refusal to take or complete a drug test required by Transition House will be grounds for discipline, up to and including my termination of employment or withdrawal of a conditional job offer. I understand that the test results will not be used for any other purpose than described in this form and Transition House's drug testing policy.

#### Employees Covered Under a Collective Bargaining Agreement

The terms of this consent form work in conjunction with, and do not replace, amend, or supplement any terms or conditions of employment stated in any collective bargaining agreement that a union has with Transition House. If any part of this consent form conflicts with a collective bargaining agreement that a union has with Transition House, the collective bargaining agreement controls.

| I acknowledge that a photocopy of this signed form has the same validity as an original signed copy of     |
|------------------------------------------------------------------------------------------------------------|
| this form. I acknowledge that I have fully read and understand this form and I consent to drug and alcohol |
| testing under the terms discussed above and in Transition House's Drug Testing in the Workplace Policy.    |
|                                                                                                            |
|                                                                                                            |

| Signature    | Date |
|--------------|------|
| Printed Name | -    |

#### **Complaint Form**

Transition House, Inc. ("Transition House") is committed to providing a work environment free from discrimination, harassment and retaliation. Transition House's Equal Employment Opportunity Policy, Anti-Harassment Policy, and Anti-Retaliation Policies outline Transition House prohibitions against discrimination, harassment and retaliation. These policies can be found in Transition House's Employee Handbook.

These policies provide mandatory procedures to report prohibited conduct. One option for reporting discrimination, harassment or retaliation is to complete this form and provide it to the Executive Director. You are not required to use this form to file a complaint. However, you should read and be aware of Transition House's mandatory reporting procedures, whether you choose to use this form or not.

Any employee can report discrimination, harassment and retaliation, whether as a victim or a witness. Regardless of your experience with the discrimination, harassment or retaliation, it is important to be as specific as possible in your complaint so that Transition House can fully investigate the conduct and take prompt corrective action, as necessary. Include all known information about the complaint, including the identity of any witnesses with knowledge of the allegations or offenses and any other known evidence related to the complaint. You are not limited to the space provided. Transition House encourages you to attach any additional materials that may assist us in investigating the claim.

Although not encouraged because it limits our ability to verify the facts alleged in your complaint, you may submit this complaint anonymously.

To investigate the complaint, Transition House will need to interview you, those subject to the alleged discrimination, harassment or retaliation (if not yourself), the alleged offender(s) and any known witnesses. However, Transition House will notify all individuals involved that the investigation is confidential to the extent permitted by law and make clear that unauthorized disclosures could result in disciplinary action.

| Employee Name                      | Employee Title                             |
|------------------------------------|--------------------------------------------|
| Supervisor Name                    | Supervisor Title                           |
| Today's Date                       | Incident Date/ Period of Ongoing Incidents |
| Incident Time (if single incident) | Incident Location (if single incident)     |

| Identify the individual(s) who participated in discrimination, harassment or retaliation:                                                                                                       |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                                                 |
|                                                                                                                                                                                                 |
|                                                                                                                                                                                                 |
| Identify the individual(s) subject to the alleged discrimination, harassment or retaliation:                                                                                                    |
|                                                                                                                                                                                                 |
|                                                                                                                                                                                                 |
|                                                                                                                                                                                                 |
|                                                                                                                                                                                                 |
| Identify (to the best of your knowledge) when the discrimination, harassment or retaliation occurred. If it occurred over a period of time or continues to occur, identify that period of time: |
|                                                                                                                                                                                                 |
|                                                                                                                                                                                                 |
|                                                                                                                                                                                                 |
|                                                                                                                                                                                                 |
| Identify why you believe the discrimination, harassment, or retaliation occurred:                                                                                                               |
|                                                                                                                                                                                                 |
|                                                                                                                                                                                                 |
| Describe in detail the facts that form the basis of this complaint (attach additional sheets of paper if necessary):                                                                            |
|                                                                                                                                                                                                 |
|                                                                                                                                                                                                 |
|                                                                                                                                                                                                 |
|                                                                                                                                                                                                 |
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|                                                                                                                                                                                                 |
|                                                                                                                                                                                                 |
|                                                                                                                                                                                                 |
|                                                                                                                                                                                                 |
|                                                                                                                                                                                                 |
| Has anyone else witnessed the alleged conduct? To the best of your knowledge, please identify those individuals and describe their scope of knowledge of the alleged conduct:                   |
|                                                                                                                                                                                                 |

| Are you aware of any other evidence of the alleged con audiotapes, or other records or materials that substantia knowledge, please identify and describe any and all exi evidence in your possession to this complaint:                                                                      | te your complaint)? To the best of your                                                                                                                  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|
| Did you take any action to try to stop the alleged condu what resulted:                                                                                                                                                                                                                      | act? If so, please describe the action you took and                                                                                                      |
| Have you previously reported or complained about the harassment or retaliation while employed at Transition reported the conduct to, the date of the report and the re                                                                                                                       | House? If so, please identify the person you                                                                                                             |
| How would you like to see the situation resolved?:                                                                                                                                                                                                                                           |                                                                                                                                                          |
| I acknowledge that I have read and understand the above knowledge, the information I have provided on this formation of this complaint and any attachments may be protected that this complaint and any attachments may be viewed involved in the investigation of this complaint. I am will | m is accurate. I understand and acknowledge that a vided to the alleged offender(s). I also understand by appropriate administrators and other witnesses |
| Employee Signature                                                                                                                                                                                                                                                                           | Date                                                                                                                                                     |
| Signature of Supervisor Reviewing Complaint                                                                                                                                                                                                                                                  | Date                                                                                                                                                     |

#### **Request for Religious Accommodation Form**

#### <u>Instructions for Completing This Form</u>

**Employee Information** 

Supervisor:

Consistent with Title VII of the Civil Rights Act of 1964 (Title VII), and any applicable state or local law, and Transition House, Inc. ("Transition House") Religious Accommodations Policy, Transition House will provide a reasonable accommodation for an applicant's or employee's sincerely held religious belief if the accommodation would resolve a conflict between the individual's religious beliefs or practices and a work requirement, unless doing so would create an undue hardship for Transition House.

If you believe you need an accommodation because of your sincerely held religious beliefs or practices or lack thereof, you should request an accommodation from the Executive Director. Although you may make an accommodation request orally or in writing, Transition House encourages employees to make their requests in writing using this Request for a Religious Accommodation form. Please submit the completed form to the Executive Director soon as possible after your need for an accommodation is known. If you need extra space to complete this form, please attach additional pages.

After receiving this form, Transition House will contact you as quickly as possible to discuss your accommodation request and, if necessary, request additional information to assess your request. It is important for you and Transition House to engage in this interactive process together, so please be sure to respond promptly to any communications you receive from the Executive Director relating to this request.

As stated in Transition House's Religious Accommodations Policy, Transition House prohibits retaliation against any individual for requesting a religious accommodation in good faith.

If you have any questions about this form or the status of any accommodation request, or if you need assistance with filling out this form or making a request, please contact the Executive Director. For more information, see Transition House's Religious Accommodations Policy.

| Employee Name:       | Work telephone number: |
|----------------------|------------------------|
| Position/Department: | Home telephone number: |

### **Accommodation Request**

| • | Provide a description of the accommodation you are requesting (for example, a special exception from, or adjustment to, a job requirement). Please identify a specific accommodation or suggestion(s) if you are not sure: |
|---|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| _ |                                                                                                                                                                                                                            |
|   |                                                                                                                                                                                                                            |
|   |                                                                                                                                                                                                                            |
| • | Provide the reason you need an accommodation (i.e., how your sincerely held religious belief, practice, or observation conflicts with one or more of your job requirements):                                               |
| _ |                                                                                                                                                                                                                            |
|   |                                                                                                                                                                                                                            |
|   |                                                                                                                                                                                                                            |
| _ |                                                                                                                                                                                                                            |
|   |                                                                                                                                                                                                                            |
| _ |                                                                                                                                                                                                                            |
| • | Is this request time sensitive? Yes/No (circle one) If yes, please explain:                                                                                                                                                |
|   |                                                                                                                                                                                                                            |
|   |                                                                                                                                                                                                                            |
| _ |                                                                                                                                                                                                                            |
|   |                                                                                                                                                                                                                            |
|   |                                                                                                                                                                                                                            |
|   |                                                                                                                                                                                                                            |
| • | Provide any additional information you think may be relevant to this request:                                                                                                                                              |
|   |                                                                                                                                                                                                                            |
|   |                                                                                                                                                                                                                            |
|   |                                                                                                                                                                                                                            |
|   |                                                                                                                                                                                                                            |
|   |                                                                                                                                                                                                                            |
|   |                                                                                                                                                                                                                            |
|   |                                                                                                                                                                                                                            |

#### **Employee Affirmation and Acknowledgment**

I have read and understand Transition House's Religious Accommodations Policy. This accommodation request is based on a sincerely held religious belief. I understand that Transition House is not required to make the specific accommodation I requested and may provide an alternative, effective accommodation. I also understand that Transition House is not required to provide any accommodation that would impose an undue hardship on Transition House.

| Employee Signature:    | Date:                |
|------------------------|----------------------|
|                        |                      |
|                        |                      |
|                        |                      |
| FOR OFFICE USE ONLY:   |                      |
| Date Request Received: | Request Received By: |
|                        |                      |

#### Request for Accommodation under the ADA Form

#### <u>Instructions for Completing This Form</u>

Because Transition House has less than 15 employees, Transition House is not required to comply with the Americans with Disabilities Act (ADA), as amended by the ADA Amendments Act (ADAAA). However, the Transition House is committed to providing equal employment opportunities to qualified individuals with disabilities. Consistent with this commitment, Transition House will provide a reasonable accommodation to disabled applicants and employees if the reasonable accommodation would allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship for Transition House.

If you believe you need an accommodation because of your disability, you should request an accommodation from the Executive Director. Although you may make an accommodation request orally or in writing, Transition House encourages employees to make their requests in writing using this Request for Accommodation Under the ADA Form. Please submit the completed form to the Executive Director soon as possible after your need for an accommodation is known. If you need extra space to complete this form, please attach additional pages.

After receiving this form, Transition House will contact you as quickly as possible to discuss your accommodation request and, if necessary, request additional information to assess your request. It is important for you and Transition House to engage in this interactive process together, so please be sure to respond promptly to any communications you receive from the Executive Director relating to this request.

As stated in Transition House's Disability Accommodations Policy Transition House prohibits retaliation against any individual for requesting an accommodation under the ADA.

If you have any questions about this form or the status of any accommodation request, or if you need assistance with filling out this form or making a request, please contact the Executive Director. For more information, see Transition House's Disability Accommodations Policy.

| Employee Information                         |                                               |
|----------------------------------------------|-----------------------------------------------|
| Employee Name:                               | Work telephone number:                        |
| Position/Department:                         |                                               |
| Tooldon Department.                          | Home telephone number:                        |
| Supervisor:                                  |                                               |
|                                              |                                               |
| Name and Telephone Number of Person Making I | Request on Behalf of Employee (if applicable) |
|                                              |                                               |

### **Accommodation Request**

| Provide a description of the accommodation you are requesting (for example, an adjustment, change, or other assistance at work). Please identify a specific accommodation or suggestion(s) if you are not sure: |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                                                                 |
|                                                                                                                                                                                                                 |
| Provide the reason you need an accommodation (for example, a job function you are having difficulty performing or an employment benefit you are having difficulty accessing):                                   |
|                                                                                                                                                                                                                 |
|                                                                                                                                                                                                                 |
| Describe what limitation, if any, is interfering with your ability to perform your job or access an employment benefit:                                                                                         |
|                                                                                                                                                                                                                 |
|                                                                                                                                                                                                                 |
| Describe how the accommodation requested will help you perform the essential functions of your job or access an employment benefit:                                                                             |
|                                                                                                                                                                                                                 |
|                                                                                                                                                                                                                 |
| Is this request time sensitive? Yes/No (circle one) If yes, please explain:                                                                                                                                     |

| Provide any additional information you think may be relev                                                                                                                                                                                                         | vant to this request:                                                             |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
|                                                                                                                                                                                                                                                                   |                                                                                   |
|                                                                                                                                                                                                                                                                   |                                                                                   |
|                                                                                                                                                                                                                                                                   |                                                                                   |
|                                                                                                                                                                                                                                                                   |                                                                                   |
|                                                                                                                                                                                                                                                                   |                                                                                   |
|                                                                                                                                                                                                                                                                   |                                                                                   |
| <b>Employee Affirmation and Acknowledgment</b>                                                                                                                                                                                                                    |                                                                                   |
| I have read and understand Transition House's Disability According Transition House is not required to make the specific accommalternative, effective accommodation. I also understand that Transition and accommodation that would impose an undue hardship on a | odation I requested and may provide an ransition House is not required to provide |
|                                                                                                                                                                                                                                                                   |                                                                                   |
| Employee Signature:                                                                                                                                                                                                                                               | Date:                                                                             |
| Employee Signature:                                                                                                                                                                                                                                               | Date:                                                                             |
| Employee Signature:  ———————————————————————————————————                                                                                                                                                                                                          | Date:                                                                             |

# **Personnel File Request Form**

### Request to Access Personnel File from Transition House

| Employee Name:                                                                                                                                                                   | Work telephone number:                                                                                                                                                            |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Email address:                                                                                                                                                                   | Telephone number:                                                                                                                                                                 |
| Position/Department:                                                                                                                                                             | Supervisor:                                                                                                                                                                       |
| Please specify whether you are a current or form employee of Transition House:                                                                                                   | mer If you are a former employee, please specify your dates of employment with Transition House:                                                                                  |
| I hereby request access to my personnel file. I wo                                                                                                                               | ould like to (please check all that apply):                                                                                                                                       |
| Inspect my personnel file.                                                                                                                                                       |                                                                                                                                                                                   |
| personnel file. I understand that my representative grievance against Transition House.  Receive a copy of my personnel file. I a Transition House will inform me by (check one) | [name/title], inspect my we may only inspect my personnel file if I have a current agree to pay for the copy at a rate of \$0 per page telephoneemail (listed above) of the exact |
| charge before any copies are made.                                                                                                                                               |                                                                                                                                                                                   |
| Employee Signature                                                                                                                                                               | Date                                                                                                                                                                              |
| FOR OFFICE USE ONLY:                                                                                                                                                             |                                                                                                                                                                                   |
| Date Request Received:                                                                                                                                                           | Request Received by:                                                                                                                                                              |
| Action Taken:                                                                                                                                                                    | Confirmed by:                                                                                                                                                                     |
| Employee or representative inspected person                                                                                                                                      | nnel records on[date].                                                                                                                                                            |
| Copy of personnel records was (check one)[date].                                                                                                                                 | mailedhand delivered on                                                                                                                                                           |
| Payment for copies received from employee/                                                                                                                                       | /former employee on[date].                                                                                                                                                        |

### **Performance Evaluation Form**

| EMPLOYEE PERFORMANCE EVALUATION |                                                                                                                                             |                               |                 |                      |
|---------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|-----------------|----------------------|
| Employee:                       |                                                                                                                                             | Job Title:                    |                 |                      |
| Supervisor:                     |                                                                                                                                             | Evaluation Date:              |                 |                      |
| EVALUATION PURE                 | POSE                                                                                                                                        |                               |                 |                      |
| Annual                          | ☐ Promotion                                                                                                                                 | al                            | ☐ Probati       | onary                |
| Change in Status:               |                                                                                                                                             | Change in Salary:             |                 |                      |
|                                 |                                                                                                                                             |                               |                 |                      |
| RATING SCALE                    |                                                                                                                                             |                               |                 |                      |
|                                 | Inconsistently Meets the Requirements as expectations for that area and there is con                                                        |                               |                 |                      |
|                                 | Requirements and Expectations of the Jo                                                                                                     |                               |                 | st of the performanc |
|                                 | ea, but there is room for improvement and                                                                                                   |                               |                 |                      |
| May Exceed the perforr          | nts and Expectations of the Job Responsite<br>mance expectations for that area. There is e<br>al thinking, and/or work effectively with oth | vidence that extra effort has | been made to ex |                      |
|                                 | ,                                                                                                                                           |                               |                 |                      |
|                                 |                                                                                                                                             |                               |                 |                      |
| PRIMARY JOE                     | RESPONSIBILITIES:                                                                                                                           |                               | % OF TIME       | RATING(1-3)          |
|                                 |                                                                                                                                             |                               |                 |                      |
|                                 |                                                                                                                                             |                               |                 |                      |
|                                 |                                                                                                                                             |                               |                 |                      |
|                                 | _                                                                                                                                           |                               |                 |                      |
|                                 |                                                                                                                                             |                               |                 |                      |
|                                 |                                                                                                                                             |                               |                 |                      |
|                                 |                                                                                                                                             |                               |                 |                      |
|                                 |                                                                                                                                             |                               |                 |                      |
|                                 |                                                                                                                                             |                               |                 |                      |
|                                 |                                                                                                                                             |                               |                 |                      |
|                                 |                                                                                                                                             |                               |                 |                      |

| Performance Strengths: |                                                                                 |           |                                               |           |               |
|------------------------|---------------------------------------------------------------------------------|-----------|-----------------------------------------------|-----------|---------------|
|                        |                                                                                 |           |                                               |           |               |
| NEEDS IMP              | PROVEMENT:                                                                      |           |                                               |           |               |
|                        |                                                                                 |           |                                               |           |               |
| DEVELOPM               | ENT PLAN:                                                                       |           |                                               |           |               |
|                        |                                                                                 |           |                                               |           |               |
| COMMENT                | S:                                                                              |           |                                               |           |               |
|                        |                                                                                 |           |                                               |           |               |
| EMPLOYEE               | EMPLOYEE COMMENTS:                                                              |           |                                               |           |               |
|                        |                                                                                 |           |                                               |           |               |
|                        |                                                                                 |           |                                               |           |               |
| RATER:   certi         | fy this report represents my best judger                                        | ment and  | has been discussed with em                    | ployee.   |               |
| Signature:             |                                                                                 | Title:    |                                               | Date:     |               |
| EMPLOYEE: I c          | ertify that this report has been discusse ement. I completely understand the co | ed with m | e. I understand my signature this evaluation. | e does no | t necessarily |
| Signature:             |                                                                                 | Title:    |                                               | Date:     |               |
| APPROVED BY:           |                                                                                 |           |                                               |           |               |
| Signature:             |                                                                                 | Title:    |                                               | Date:     |               |

#### **Consensual Romance in the Workplace Agreement**

1. Equal Employment Opportunity Workplace. The undersigned recognize and agree that it is Transition House, Inc. ("Transition House") policy to provide an equal opportunity in hiring, employment, promotion, compensation, and all other employment-related decisions without regard to race, color, religion, creed, national origin or ancestry, sex (including gender, sexual orientation, gender expression, and pregnancy), age, physical or mental disability, veteran status, genetic information, citizenship, or any other characteristic protected under applicable federal, state, or local law. The undersigned understand that Transition House does not tolerate unwelcome or offensive conduct or conduct that creates a hostile work environment that is in any way based on or related to a person having any of the characteristics described above.

The undersigned agree that they have received, read, and understand Transition House's Employee Handbook and agree to adhere to all of its terms.

- 2. <u>All Forms of Sexual Harassment Prohibited</u>. The undersigned also recognize and agree that Transition House does not tolerate sexual harassment, a form of unlawful discrimination. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:
  - Submission to such conduct is made, explicitly or implicitly, a condition of an individual's employment or advancement;
  - Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting the individual;
  - Such unreasonable conduct interferes with an individual's work performance or creates an intimidating, hostile, or offensive working environment.

The undersigned agree that they have received, read, and understand Transition House's Anti-Harassment Policy and agree to adhere to all of its terms.

- 3. <u>Consensual Relationship</u>. We, the undersigned employees, have entered into a personal relationship with each other. We agree as follows:
  - Our relationship is entirely voluntary and consensual.
  - Our relationship will not have a negative impact on our work.
  - We will not engage in any public displays of affection or other behavior that might create a hostile work environment for others or that might make others uncomfortable.
  - We will act professionally toward each other at all times, even after the relationship has ended.
  - We will not participate in any company decision-making processes that could affect each other's pay, promotional opportunities, performance reviews, hours, shifts, or career, while in this relationship and after the relationship ends.
  - We agree that, if the relationship ends, we will inform Transition House if we believe it is necessary to protect our rights or if the Anti-Harassment Policy is violated.
  - We each agree that, if the relationship ends, we will respect the other person's decision to end the relationship and will not retaliate against the other person, engage in any unprofessional or inappropriate efforts to resume the relationship, or engage in any other conduct toward the other person that could violate Transition House's Employee Handbook Policies.

| N WITNESS WHEREO     | _      | xecuted this Agreement as of the | day of |
|----------------------|--------|----------------------------------|--------|
| Dated this           | day of |                                  |        |
| Employees:           |        |                                  |        |
| (Employee Signature) |        |                                  |        |
| (Printed Name)       |        |                                  |        |
| (Employee Signature) |        |                                  |        |
| (Printed Name)       |        |                                  |        |
| Witness:             |        |                                  |        |
| (Witness Signature)  |        |                                  |        |
| (Printed Name)       |        |                                  |        |

# **Destruction or Return of Transition House Property Agreement**

| i,(name), certify that I have returned                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| all Transition House, Inc.'s ("Transition House") property, including, but not limited to, laptops, and any other devices. I further certify that I have either destroyed or returned any confidential information                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| described in Transition House's Confidential Information Policy.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| I understand that if I do not return Transition House property or return or destroy Transition House's confidential information, Transition House reserves the right to file suit in Comanche County. I agree that, should such a dispute arise, the laws of the state of Oklahoma will govern.                                                                                                                                                                                                                                                                                                                                                                                                         |
| I understand that, in the event of a breach or threatened breach of this Destruction or Return of Transition House, Inc. Property Agreement, I hereby consent and agree that Transition House shall be entitled to, in addition to other available remedies, a temporary or permanent injunction or other equitable relief against such breach or threatened breach, without the necessity of showing any actual damages or that money damages would not afford an adequate remedy, and without the necessity of posting any bond or other security. The aforementioned equitable relief shall be in addition to, not in lieu of, legal remedies, monetary damages, or other available forms of relief. |
| Former Employee Signature                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Executive Director                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |