



employee handbook

TABLE OF CONTENTS

INTRODUCTION

ACKNOWLEDGEMENT OF RECEIPT & UNDERSTANDING

POLICIES IN BRIEF

SECTION I: STAFFING & EMPLOYMENT

- A. At-Will Employment
- B. Offer Letters
- C. Probation/Evaluation Period
- D. Personnel Actions
- E. Categories of Employment
- F. Recruiting, Hiring & Selection
- G. Employment of Relatives
- H. Hours of Work
- I. Overtime
- J. Breaks
- K. Attendance & Punctuality**

SECTION II: PERFORMANCE MANAGEMENT

- A. Performance Reviews
- B. Performance Appraisal Process
- C. Disciplinary Action
- D. Separation
- E. Suspension
- F. Problem Resolution**

SECTION III: COMPENSATION & BENEFITS

- A. Pay Periods
- B. Salary Increases
- C. Medical Insurance
- D. FlexCash Plan
- E. COBRA
- F. Vacation
- G. Sick Leave
- H. Personal Days
- I. Holidays
- J. Expense Reimbursement**

SECTION IV: LEAVES OF ABSENCE

- A. Medical Leave
- B. Pregnancy/Childbirth Disability Leave
- C. Family Medical Leave/CFRA



- D. Worker's Compensation Leave
- E. Military Leave
- F. Personal Leave
- G. Time Off for Voting
- H. Bereavement Leave
- I. Jury and Witness Duty

SECTION V: EMPLOYEE RELATIONS

- A. Reporting Harassment & Discrimination
- B. Grievance Policy & Procedure
- C. Contacting the Board of Directors
- D. Anonymous Grievances
- E. Confidentiality & Privacy

F.

ABOUT BEYOND EMANCIPATION

Beyond Emancipation (BE) is a non-profit public benefit corporation and is not organized for the private gain of any person. The specific and primary purposes for which this corporation is organized are: To provide additional financial and other material support for foster and dependent youth receiving the services of the Alameda County Independent Living Skills Program to better equip them for independent living after leaving care, and to do any other lawful acts, matters, and things necessary, useful, suitable, proper or convenient for the furtherance or accomplishment of the above described purposes of this corporation.

ABOUT THIS HANDBOOK

This handbook is an official management document provided to BE employees in order to provide them information, definitions, policies and procedures that are intended to facilitate internal communication, efficient, fair and ethical operation of the organization. BE is an “At-Will” employer. Therefore, nothing contained in this manual is intended to create, constitute, or reflect an intent to enter into an employment contract between BE and any one or group of its employees.

The Executive Director and Board approve all policies and procedures outlined in this handbook. BE reserves the right to change, modify, alter, delete or suspend any policy or procedure at any time, with or without prior notice. The Executive Director and Personnel Committee must authorize all changes, modifications, alterations, suspensions and deletions. No statement or representation by a supervisor, manager or director can constitute, or be understood to constitute, an agreement contrary to the policies and procedures herein. As possible, BE will provide timely notice of all amendments or other changes to this manual. Should any provision in this manual be found to be unenforceable and invalid, such findings do not invalidate the entire manual, but only the subject provisions.

With respect to our policy of “At-Will” employment, that policy may only be changed in an individually addressed memo or employment contract signed by the Board of Directors and Executive Director expressly stating that the employee’s employment is NOT at-will.

BE values the many talents and abilities of its employees and seeks to foster an equitable, open, cooperative and dynamic environment where employees and BE can thrive. If you would like further information, or have questions about any of the policies and procedures outlined in this handbook, please feel free to bring them to the attention of the Board of Directors.



Acknowledgement of Receipt & Understanding of Employee Handbook

All new employees will receive a copy of the Employee Handbook. A signed copy of the “Acknowledgement of Receipt & Understanding” will be placed in the employee's personnel file.

I, _____, did receive a copy of BE's Employee Handbook, and do understand that I am expected to abide by the policies and procedures contained therein.

Signed,

Employee's Printed Name

Date

Employee's Signature

Date

Policies In Brief

At-Will Employment

BE is an “At-Will” employer, and as such, reserves the right to end its employment relationship with any employee for any reason, with or without notice, at any time.

Equal Employment Opportunity

BE is committed to providing equal employment opportunities to all individuals without regard to race, color, religion, sex, national origin, age, disability, marital status, sexual orientation, or any other characteristic protected by law. Furthermore, BE provides equity on the basis of gender in compensation or benefits for women and men who work in the same establishment and perform jobs that require equal skill, effort, and responsibility and which are performed under similar conditions.

Non-Discrimination

No person shall, on the grounds of race, color, national origin, religion, sexual orientation, veterans or marital status, age or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination, including harassment, under any program of BE. BE will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship.

Employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of a Board Designee without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including discharge.

Sexual and Other Unlawful Harassment

BE is committed to maintaining a work environment that is respectful of the dignity of each individual and conducive to productive work. BE policies prohibit harassment of, or discrimination against, any employee because of his/her race, color, gender, national origin, religion, age, disability, marital or veterans status, or other characteristic protected by law. Actions, words, jokes, or comments based on such characteristics will not be tolerated.

Further, unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature constitute sexual harassment when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or environment.

Employees found to have engaged in harassing or discriminating conduct as defined above will be subject to disciplinary action up to, and including, discharge.

Any employee who believes that he or she is being unlawfully harassed should immediately contact a Board Designee. All complaints of harassment will be promptly, thoroughly and confidentially investigated and, where necessary, appropriate corrective action will be taken.

Commitment to a Drug-Free Workplace

BE is committed to providing its employees a safe and healthful working environment. Drug and alcohol use during, or immediately prior to, work is strictly prohibited. Employees that violate this policy may be subject to disciplinary action up to and including discharge.

Commitment to a Safe Workplace

In accordance with our commitment to a safe and healthful working environment, BE will make reasonable efforts to prevent accidents and injuries, and preserve employee safety. BE expects that all employees will participate in helping to ensure that the workplace is free of hazards, and that unsafe conditions or accidents are reported in a timely manner.

Principles of Conduct

BE expects that all employees conduct themselves in a professional and ethical manner. In the event that an employee becomes aware of another employee's behavior or actions, which he/she believes to be inappropriate, illegal, problematic, or in any way inhibit or affect another's job performance or the BE work environment, such behavior or actions should be discussed with a Board Designee. All reasonable concerns will be promptly, thoroughly and confidentially investigated by BE and, where necessary, appropriate corrective action will be taken.

Confidential Information

BE requires that employees do not disclose information held to be confidential and also requires new employees to sign a non-disclosure agreement. Any questions about this policy should be addressed to a Board Designee.

Immigration Law Compliance

BE does not hire anyone that is not a citizen of the United States, or is not a non-citizen that is authorized to work in the U.S. under the Immigration Reform and Control Act of 1986. As a condition of employment, all new and past employees must show valid proof that they are eligible to work in the United States. Both new employees and re-hires will be required to provide documentation of identity and eligibility to work in the United States.

Criminal Convictions

BE reserves the right not to hire or retain anyone that has been convicted of a criminal offense. Conviction of a crime that involves dishonesty may result in an automatic termination of employment. Before any decision is made, the nature of the crime and circumstances surrounding the conviction will be considered.



Section I: Staffing & Employment

A. At-Will Employment

BE is an “At-Will” employer, and as such, reserves the right to end its employment relationship with any employee at any time for any reason, with or without prior notice. Accordingly, any BE employee may also end the employment relationship at any time for any reason, with or without prior notice.

BE offers no employment guarantees or tenure, unless expressly stated in an employment contract or agreement authorized and signed by the Board designee and Executive Director.

B. Offer Letters

Each new and re-hired employee will receive an offer letter that includes the job title, effective date and rate of pay, summary of benefits, notification of exempt or non-exempt pay status, payroll procedures and information pertaining to reimbursable expenses. All BE employees are employed at-will. Thus, the offer letter neither creates nor implies intent to create an employment contract or convey any assurance of job security or tenure.

A signed copy of the offer letter will be placed in the employee’s personnel file, and each employee will receive a position description that outlines the purpose, major responsibilities, knowledge, skills and abilities required in the position.

C. Probation/Evaluation Period

The first three (3) months, or 90 days, of employment with BE will be an “evaluation period.” During this time, employee performance and compatibility with BE will be assessed. Should performance not meet the standards set forth in this handbook, by BE supervisors and/or Board members, the employment relationship will be ended.

D. Personnel Actions

Periodically, job titles, position descriptions, position levels and/or other terms of employment may change due to business and/or client needs, or due to promotions, pay increases, demotions, resignations and other personnel actions. When such changes impact employee(s) employed in the affected position(s), the employee(s) will be notified via a written Personnel Action Notice (PAN).

The PAN will explain the changes and the expected impact on the affected employees. Unless otherwise indicated, the PAN does not change or supercede all items listed in the employee’s original offer letter; only those individual items that are affected will change/supersede what was documented in the offer letter. For example, if the employee’s position duties have been changed such that the employee’s employment classification changes from “non-exempt” to “exempt”, vacation accruals,

pay rates and/or paydays may not be impacted.

E. Categories of Employment

BE has two types or categories of employment: “Regular” employees and “Temporary” employees. Both “Regular” and “Temporary” employees may work full-time or part-time schedules.

“Regular” employees fill positions that are ongoing and have no specified duration or termination date. Employment is at-will and may be terminated by either party at any time for any reason.

“Temporary” Employees perform work that is not ongoing and may be employed on an irregular basis

Within each of these categories (Regular and Temporary) are two subcategories—“Exempt” and “Non-Exempt” employees.

“Exempt” employees, commonly referred to as salaried employees, are not subject to overtime pay requirements because their positions and job descriptions meet specific tests established by the Federal Fair Labor Standards Act (FLSA) and state law. Exempt employees will not be paid additional compensation when overtime hours are worked.

“Non-Exempt” employees, commonly referred to as hourly employees, must be compensated for overtime hours worked. In accordance with CA law, non-exempt employees will be compensated at a rate of one and one-half times their regular hourly rate when they work more than 40 hours in a workweek, or more than 8 hours in a workday. Non-Exempt employees will be compensated at a rate of two times their regular hourly rate of pay when they work more than 12 hours in a workday.

All offer letters will specify whether the position is exempt or nonexempt, and shall affirm that all employees are employed at-will. Accordingly, any employee may resign at any time for any reason, with or without notice. BE may also end the employment relationship at any time for any reason, with or without prior notice.

F. Recruiting, Hiring & Selection Procedure

BE is an equal opportunity employer. No candidate will be disqualified from consideration based on his/her race, color, gender, nationality, religion, marital or veteran status or sexual orientation.

1. Recruiting

When a position is vacated, or a new position is created, a position announcement must be posted internally for a minimum of 5 days to ensure that all staff have an opportunity to apply for the vacant position. Additionally, job vacancies shall be posted externally for no more than 30 days. The internal and external posting periods may be concurrent.

All job postings must include the position title, a brief position description, education and experience requirements, a salary range, a job start and end date (if applicable) and the words “Equal Opportunity Employer”. Job postings need not include the agency name.

2. Applying

Applications and resumes will be accepted via fax, mail or email. If the applicant submits only a resume, and is selected for interview, s/he shall be required to complete a BE Job Application form. All applications and resumes will be reviewed by the hiring manager and/or the personnel committee designee.

Once the job posting is closed, all applications and resumes will be forwarded to the hiring manager and/or designee for review. All applicants shall receive a “Thank you” note, thanking them for their interest in Beyond Emancipation. Those whose applications appear to meet the job requirements may be interviewed. These candidates will receive an additional note informing them of the next steps in our process.

3. Application Review

All candidates who are selected for interview must complete a BE Job Application. Applications shall be reviewed for the following information:

- Employment dates
- Reasons for leaving prior employment
- Gaps in employment
- Felony convictions
- Prior pay rates
- Educational background
- Relevance of prior experience

If the application is satisfactory, the applicant will be considered for a screening interview.

4. Interviewing

All qualified and eligible internal candidates will be interviewed prior to interviewing external candidates.

Interviewers must use the BE Interview Guide to determine which questions are appropriate and legal.

Screening interviews will usually be conducted via phone, and should be used to determine whether the candidate actually meets minimal experience and education requirements, and to ensure that the candidate’s salary requirements and availability match BE’s need.

If, after the initial or screening interview, the hiring manager or designee would like to further interview a candidate, s/he may invite the candidate to an in-person, second interview.

Second interviews shall be used to inquire about specific experience, and to allow other staff members to meet and interview candidates. Interviewers will use the BE Interview Guide to select appropriate interview questions. Interviewers shall assign points to candidates' answers.

Interviews may be panel interviews or one-on-one (hiring manager and candidate) interviews. Whenever possible, each and every candidate should be interviewed by the same staff members, and be asked the same questions.

5. Selection

Once second interviews are completed, hiring managers shall select the most qualified candidate based on the points awarded during the interview process. The candidate with the highest score shall, in most cases, be selected for hire.

6. Conditional Job Offers

Prior approval from the Board of Directors and/or the Executive Director is required before any job offer is made. Once approved, a conditional job offer can be made to the selected candidate. All job offers are conditional upon the candidate's acceptance and acknowledgment of BE Drug-Free Workplace Agreement. Candidates who refuse to sign the Drug-Free Workplace Agreement will not be hired.

All job offers will be made in writing. Offer letters must comply with Section IB.

If the selected candidate does not accept the job offer, the hiring manager may offer the job to the candidate with the second-highest interview score. If this candidate does not accept the job offer, the hiring manager may offer the position to the candidate with the third-highest score.

7. Required Documents and Recordkeeping

A job posting file must be established for each job vacancy. The job posting file shall include the following:

- A copy of the job vacancy posting
- A copy of the job description
- All resumes and applications submitted for the position
- All completed interview forms

All documents must be maintained for 2 years. Paper documents may be scanned and converted to PDF files for storage.

8. Orientation

All newly hired employees must be orientated. The orientation should include:

- Review of the job expectations
- Facility/work site tour
- Safety tour (Show the new hire the emergency exits, safety equipment, first aid/emergency

- preparedness kits)
- Review of basic procedures (i.e. answering phones, operating hours and procedures, timekeeping procedures, etc.)
- Introduction to staff and/or clients

G. Employment of Relatives

BE shall not hire spouses, partners, siblings, parents, children or other family members into jobs with direct reporting relationships.

H. Hours of Work

BE's standard workweek for full-time employees is five (5) days. Schedules may vary based on BE's needs. BE's normal work hours are from 10:00 a.m. to 7:00 p.m., Monday through Friday. Alternate work schedules may be arranged with BE supervisors, subject to BE business and client needs.

I. Breaks

Typically, employees working for more than four consecutive hours are provided with a meal break of between 30 and 60 minutes. Breaks are scheduled throughout the workday, so as not to disrupt the business processes of BE.

J. Overtime

Nonexempt employees are to be paid time and one-half (1.5) for work time that exceeds 40 hours during a scheduled workweek. Exempt employees are not eligible for overtime pay. A manager/supervisor must pre-approve all overtime. A work schedule may be adjusted when overtime work is necessary.

The calculation of overtime hours will not include holiday, sick leave or vacation days during a given scheduled workweek. Nonexempt employees may be paid up to double time for work time completed on a holiday observed by BE.

K. Attendance & Punctuality

Punctuality and regular attendance are important to the smooth operation of BE. If an employee is consistently late or excessively absent, BE's ability to perform work is affected and an unfair burden is placed on co-workers. Employees shall notify their supervisor as soon as possible concerning absences. An employee who is absent for reasons other than those permitted or excused or who fails to provide notice as required, will be subject to appropriate disciplinary action, up to and including discharge.

Section II: Performance Management

A. Performance Reviews

Every BE employee will be given a performance appraisal at least once per year. The reviews will focus on job expectations and achievement of prior year's goals. Goals and improvement plans will be mapped out each review period and progress will be measured during the subsequent review.

Each employee's performance will be evaluated based on both objective and subjective job-related criteria detailed in the Performance Review form.

Performance reviews will determine salary increases and promotions. Employees will have the opportunity to thoroughly review all performance appraisals and provide a written response. All performance reviews and responses will become part of an employee's personnel file.

B. Performance Appraisal Process

1. Employees complete the Self-Evaluation section of the Performance Review form
2. Employees submit the completed form to their respective supervisors for review
3. Supervisors complete the Supervisor Assessment section of the Performance Review form
4. Supervisors submit the completed review form to the Executive Director
5. The Executive Director reviews completed Performance Review forms
6. If the Executive Director approves the completed Performance Review form, s/he will submit the form to the Board of Directors for approval of merit increase recommendations
7. If the Executive Director does not approve the completed Performance Review forms, s/he will return the form to the supervisor for correction and/or amendment
8. Once approved by the Executive Director, all Performance Review forms will be submitted to the Board of Directors for approval of merit increase recommendations
9. Once the Board reviews and approves all completed Performance Review forms and all merit increase recommendations, the Executive Director will authorize supervisors to communicate performance ratings and merit increases, if applicable, to employees
10. Merit increase are effected, and all forms are filed in employee personnel files

Merit increases are not automatic; they are based on individual employee performance and availability of funds. Merit increases will only be considered during the performance review process.

C. Disciplinary Action

BE expects all employees to behave professionally, to provide exceptional customer service to our clients, and to be respectful of all. BE further expects that all employees will comply with all BE policies and procedures, standards of conduct and established

expectations, and with all State and Federal laws. Employees failing to do so may be subject to disciplinary action up to and including discharge.

BE employs a progressive discipline policy that may afford employees an opportunity to correct performance deficiencies, meet performance expectations, or take other corrective action. While we believe that some offenses may warrant an opportunity for corrective action, we recognize that some offenses do not. Serious or severe offenses (i.e. workplace violence, threats, possessing weapons, theft or abusive behavior) may result in immediate discharge. The Personnel committee will review incidences of inappropriate behavior and determine the appropriate disciplinary action.

Disciplinary Action Procedure:

1. Supervisor becomes aware of incidence of inappropriate behavior or performance deficiency
2. Supervisor takes immediate action to stop inappropriate behavior or correct performance deficiency
3. Supervisor reports the incident to the Executive Director or designee
4. Executive Director or designee reviews the incident with the Personnel Committee and/or Board to determine the appropriate disciplinary action
5. Disciplinary action may include:
 - Initial written performance memo
 - Second Notice performance memo
 - Final Notice performance memo
 - Demotion, transfer or discharge
6. Executive Director and the supervisor meet with the employee to discuss the determination and/or required corrective action

BE reserves the right to determine the severity of the offense and the appropriate level of disciplinary action. Our progressive discipline policy in no way communicates or implies a contract or guarantee of employment for any defined period. BE will consider each offense in light of several factors, including but not limited to, precedence, facts and circumstances, severity of offense, length of service, service record and employee performance.

Policy Violations Subject to Disciplinary Action

The following list of violations is by no means exhaustive but does include several severe and serious violations of BE policies the commission of which may subject BE employees to disciplinary action up to and including discharge.

- Repeated policy violations
- Job Abandonment (An unexcused absence of three (3) or more consecutive days)
- Violence or Threat of violence
- Possession of Weapons on BE premises or Client premises
- Lewd or inappropriate behavior
- Unexcused Absences

- Unsatisfactory performance
- Incomplete Assignments
- Insubordination (Refusing to complete assignments or comply with supervisor, management or Board direction)
- Unauthorized use of BE property
- Theft
- Falsification of documents
- Possession or use of alcohol or narcotics
- Unprofessional behavior
- Discrimination or harassment
- Misuse of company assets or information
- Misuse of client or employee information

D. Separation

BE is an at-will employer and, as such, reserves the right to end an employment relationship at any time, for any reason, with or without notice. Where possible, BE will provide prior notice of disciplinary action, violations, reductions in force, job elimination or other circumstances which may lead to involuntary separation of a BE employee.

Employees who voluntarily resign shall submit a letter of voluntary resignation no less than two weeks prior to the planned date of separation.

Upon resignation or separation, BE requires that all employees return all BE documents, client, work and personnel files, computer equipment, keys, access cards, cell phones or other communication devices, and all other BE property on or before the last day of work. Departing employees who fail to return BE property may be subject to legal action or retention of a portion of their final wages pending the return of BE's property.

E. Suspension

In certain cases of employee performance deficiencies, policy violations and other disciplinary actions, BE may determine that the most appropriate disciplinary action is suspension. In these instances, employees will be suspended for a defined period of time (as determined by the supervisor, Executive Director and/or Board) without pay. During this period employees will not accrue sick or vacation time, or other accrued benefits (excluding health benefits, if applicable). Upon the employee's return to work, all benefit accruals shall resume.

F. Problem Resolution

BE seeks to deal openly and directly with its employees and believes that communication between employees and management is critical to solving problems. Co-workers that may have a problem with one another should attempt to resolve the problem themselves. If a resolution cannot be agreed upon, both employees should approach a Board Designee, who will work with the employees to determine a resolution. In these instances, the decision of a Board Designee is final.

Employees that disagree with a decision made about their status, or have a concern about the application of a BE policy should discuss the problem/complaint with a Board Designee in an effort to resolve the problem. If a resolution cannot be agreed upon, the employee may submit his or her problem/complaint, in writing, to the Board of Directors for review and final determination.

Section III: Compensation & Benefits

A. Pay Periods

Employees are paid bi-weekly according to a Pay Period Calendar prepared annually. Timesheets must be received by the Friday before payday. Failure to submit timesheets in a timely manner may delay payment. Employees who frequently fail to submit timesheets in a timely manner may be subject to disciplinary action.

B. Salary Increases

Salary increases are based on performance or promotion. All salary increases are at the discretion of an employee's supervisor and/or a Board Designee.

C. Medical Insurance

Eligible employees shall receive health benefits through Kaiser and dental benefits through Delta Dental. Payment for these benefits shall be based on rates established by BE.

D. FlexCash Plan

Eligible employees are entitled to participate in the BE FlexCash Plan. A participating employee may waive health and/or dental insurance coverage in exchange for the following monthly payments:

| | |
|------------------------|-----------|
| Waive Medical & Dental | \$ 154.17 |
| Waive Medical only | \$ 122.32 |
| Waive Dental only | \$ 31.85 |

E. COBRA

The Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health coverage, should the employee lose his or her eligibility (e.g., upon termination). Under COBRA, the employee pays the full cost of coverage at the group rate, plus an administrative fee. A Board Designee will provide details of COBRA coverage and how to apply for it at the time eligibility under BE's plan is lost.

F. Vacation

Regular, full-time and part-time employees are eligible for paid vacation leave. Temporary employees are not eligible for vacation accrual.

After six (6) months of employment, all employees will begin earning two weeks paid vacation per year accrued at the rate of 6-2/3 hours per month based on full-time employment. After 48 months (4

years) of employment, all employees will begin earning three weeks vacation per year at the rate of 10 hours per month based on full-time employment.

Vacation does not accrue during unpaid time-off or during unpaid leaves of absence. Accruals resume upon return to active status.

Employees are granted reasonable flexibility in scheduling their vacations. However, the employee must obtain approval from his/her supervisor prior to leaving for vacation. The supervisor/manager may consider anticipated workloads, staffing levels and client and business needs when reviewing requests.

Vacation leave should be taken within the calendar year earned. The maximum accrual is 240 hours or 6 weeks. No additional vacation hours can be accrued until the balance is below 240 hours.

If an employee is unable to take the accrued vacation time prior to reaching the maximum vacation accrual (240 hours) due to unavoidable work schedules, the vacation accrual in excess of 20 days (160 hours), to a maximum of 10 days (80 hours), may be sold back to BE, subject to Board approval.

Vacation time must be earned before it can be used (no advances or negative balances). Upon voluntary or involuntary separation, unused accrued vacation hours will be paid to the employee as part of his/her final paycheck.

E. Sick Leave

Regular full-time employees earn twelve (12) days sick leave per year accrued at the rate of 8 hours per month. Regular part-time employees earn sick leave on a prorated basis based on the number of hours worked.

Sick leave shall be prorated for new employees based on hire date.

Employees may not accumulate more than 90 days or 720 hours of sick leave.

Sick leave may be granted for absences due to the following:

- Personal illness or injury
- Exposure to, or infection with, a contagious disease
- Medical and dental appointments (Exempt employees need not deduct time missed for medical and dental appointments, unless the appointment requires the employee to miss a full day of work)
- To care for a member of an employee's immediate family (mother, father, spouse or domestic partner, child, sibling or other family members living in the employee's household)

When possible, employees must request and obtain approval prior to taking time off. An employee may be required to provide a physician's statement or other appropriate verification for absences after three (3) consecutive days charged to sick leave.

Unused sick leave may be carried over from year to year. Accumulated sick leave will not be paid

out upon an employee's voluntary or involuntary separation.

F. Personal Days

Regular, full-time employees earn two personal days per year if hired before July 1; Regular, full-time employees earn one personal day per year if hired after July 1. Personal days may be used for any reason. However, employees must obtain prior approval from their supervisor/manager prior to taking the day off. Personal days must be used within the year earned, as they will not be carried forward. Unused personal days will be paid out upon voluntary or involuntary separation.

G. Holidays

Employees are provided with eleven (11) paid holidays per year: New Year's Day, Martin Luther King Day, Lincoln's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving, day after Thanksgiving and Christmas Day.

H. Expense Reimbursement

BE will reimburse employees for reasonable pre-approved business expenses. Reasonable expenses while traveling on agency business include public transportation fares or automobile mileage at the prevailing rate as determined by the Board for off-site meetings and appointments, as well as travel fares, accommodations, and meals associated with approved employee training. Other expenses associated with agency business may be reimbursed at the discretion of the Board. All expenses for reimbursement must be pre-approved and submitted via the required expense form to a Board designee.

SECTION IV: LEAVES OF ABSENCE

BE may grant leaves of absence, as set forth below, to employees in the event of (a) the employee's inability to work due to a medical condition; (b) to attend to family medical care responsibilities; (c) for non-medical personal reasons; or (d) for military service. Unless otherwise indicated, leaves of absence are without pay.

The Board designee must approve all leaves and any extensions of leaves of absence in writing prior to the start of the leave. Employees must request leaves of absence in writing. The request must specify the intended start and end dates of the leave, and the reason for the leave. Healthcare provider certifications, military orders and/or other documentation may be required for some types of leaves.

Failure to return from leave on the anticipated date of return, and failure to obtain prior approval for leave extension, shall be considered and treated as a resignation, unless the failure to return is due to circumstances beyond the employee's control or recurrence or continuation of a serious health condition (as certified by a Healthcare provider).

Employees may be required to reimburse BE for all or part of the employee's health insurance premium.

A. Medical Leave

A medical leave is available to employees who are unable to perform their jobs due to (1) pregnancy/childbirth disability, (2) occupational injury/illness or (3) personal medical disability.

B. Pregnancy/Childbirth Disability Leave

All full-time or part-time female employees may be eligible for a pregnancy disability leave in addition to Family Medical Leave/Family Care Leave. In accordance with the law, female employees may be eligible for up to four (4) months or 16 weeks of unpaid leave due to pregnancy, childbirth, or a related medical condition.

Though pregnancy disability leave is unpaid, employees may elect to use any accrued vacation time, sick leave or personal days.

Employees must request medical leaves of absence in writing. Employees must provide at least 30 days' advance notice before the intended start date of the pregnancy disability leave, if the leave is foreseeable. Otherwise, employees must give notice as soon as practicable.

Employees must provide a medical certification from their attending healthcare providers. The certification must include the intended dates, or expected duration, of the leave, and a statement that the disability renders the employee unable to perform one or more of the essential functions of her job.

The employee will continue to receive her health benefits for a period of up to 12 weeks during her pregnancy leave (Employees are entitled to a maximum of 12 weeks of paid benefits for disability

leave, family care and medical leaves. Thus, under no circumstances will an employee on leave receive health benefits for more than 12 weeks).

Employees who return from leave on or before her anticipated date of return will be reinstated to the same position or to a comparable position. Failure to return from leave will be treated as a resignation.

C. Family Medical Leave Act (FMLA)/California Family Rights Act (CFRA)

In accordance with FMLA and the California Family Rights Act, employees may be eligible to take an unpaid leave of absence of up to 12 weeks within a twelve month period for (a) the birth, adoption or foster placement of a child, (b) to care for a seriously ill child, parent, spouse or domestic partner or (c) to receive care for the employee's own serious illness or injury. Employees taking leave due to the birth, adoption or foster care placement of a child shall complete the leave within one year of the birth, adoption or foster care placement.

Leave taken for the above reasons shall be counted against the employee's leave entitlements under both the federal FMLA and state CFRA laws.

To be eligible for CFRA leave, an employee must be either a full-time or part-time employee working in California, have more than 12 months (52 weeks) of service with the employer, have worked at least 1,250 hours in the 12-month period before the date the leave begins, and work at a location in which the employer has at least 50 employees within 75 miles radius of the employee's work site.

Eligible employees may take the full 12 weeks at once, or they may take intermittent leave or a reduced work schedule. Employees who take intermittent leave or reduced work schedules may take leave in blocks of no less than 4 hours per day. Employees may not exceed 12 weeks of leave within a 12-month period.

If an employee returns from leave on or prior to the anticipated return date, s/he will be restored to the same or equivalent position s/he held prior to the leave. If however, due to business reasons, such a position does not exist, and the employee would not have held such a position even if s/he had not taken the leave, the company may not be required or able to reinstate the employee. Additionally, under certain circumstances, some high-level salaried employees may not be entitled to reinstatement.

Employees must request leaves in writing. The request must include the intended start and end dates of the leave and the reason for the leave. A healthcare provider certification is required for approval of FMLA/CFRA leave. If the leave requested is for the care of a family member, the employee must submit a healthcare provider certification addressing the family member's serious illness or injury, intended leave dates or anticipated duration of leave and the need for care by a family member. If foreseeable, the employee is required to give at least 30 days advance notice.

The Board designee must approve all leaves of absence prior to the start of the leave. BE reserves the right to deny a request under certain conditions and where legally permitted.

Though FMLA/FCRA leave is unpaid, employees may elect to use accrued sick or vacation time



during their leave. Employees on FMLA/FCRA shall not accrue vacation, sick or personal days, or any other accrued employee benefit while on leave. However, the employee will be eligible for continuation of health insurance coverage.

D. Worker's Compensation Leave

All employees are covered by Workers' Compensation insurance in the event of a work related injury/illness. Employees should report job-related accidents or injuries to a Board Designee immediately. Failure to report an injury, regardless of how minor, could result in difficulty with the insurance claim.

While accident or injury reports are submitted to the Board Designee, BE's Worker's Compensation insurance provider will make all decisions concerning compensability and medical treatment. If an accident or injury requires medical treatment or time off, the Board Designee will work with the employee to coordinate medical appointments, schedule changes and time off.

E. Military Leave

Employees who are members of the U.S. Armed Forces Reserve Unit, the National Guard, or the Naval Militia shall be granted up to 10 paid days off each year to attend military training or duty. BE shall pay the difference between the employee's regular salary and his/her military pay for a maximum of 10 days.

Employees who join the military, or are called to active duty, may be eligible for unpaid leave of up to 5 years (depending on duration of duty).

Eligible employees who take military leave may be reinstated to the same/equivalent position they held prior to the leave, if:

- The employee gave notice, before taking leave, that the leave was for military service
- The employee spent no more than five years on leave for military service (with some exceptions)
- The employee was released from military service under honorable conditions
- The employee reports back or apply for reinstatement within specified time limits (these limits vary depending on the length of the employee's leave)
- BE is not required to reemploy a person if the circumstances have changed, there would be an undue hardship imposed, or there is 'no reasonable expectation that such employment will continue.

F. Personal Leave

Study, travel, personal emergencies, business, no job protection, no benefits, but can use cobra.

G. Time Off for Voting

In accordance with California law, BE will allow full-time employees who do not have sufficient time outside of working hours to vote at a statewide or national election, up to two hours of paid time off to vote.

The time off for voting shall be only at the beginning or end of the regular working shift, whichever allows the most free time for voting and the least time off from the regular working shift, unless otherwise mutually agreed.

If the employee on the third working day prior to the day of election, knows or has reason to believe that time off will be necessary to be able to vote on election day, the employee shall give the employer at least two working days' notice that time off for voting is desired.

H. Bereavement Leave

BE will grant employees up to three (3) paid working days off per fiscal year to in the event of the death of an immediate family member within the state. B:E will grant up to 5 paid days off if the employee must travel out-of-state. If an employee requires additional time, s/he may use vacation or sick leave.

I. Jury and Witness Duty

Employees who receive a subpoena or jury duty notice must notify their supervisor or Board Designee immediately to allow him/her to rearrange work schedules. B:E will pay the difference between the employee's salary and the amount received as a juror or witness for a maximum of 15 calendar days per year. After 15 days, the employee may receive unpaid time off for the duration of the time off.

Employees must provide proof of jury service or a copy of the subpoena in order to be paid for their time off for jury or witness duty.

SECTION V. EMPLOYEE RELATIONS

A. Reporting Harassment & Discrimination

BE is an equal opportunity employer, and as such, does not discriminate on the basis of race, color, gender, age, nationality, religious, disability, sexual orientation, marital or veterans status, or membership in any other class protected by law.

BE policies prohibit harassment of, or discrimination against, any employee based on his/her membership in any of the protected classes listed above. Actions, words, jokes, or comments based on such characteristics will not be tolerated.

Further, unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature constitute sexual harassment when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or environment.

Employees found to have engaged in harassing or discriminating conduct as defined above will be subject to disciplinary action up to, and including, discharge.

Any employee who believes that he or she is being unlawfully harassed should follow these steps to report the incident(s):

1. Employees should immediately report the behavior to their immediate supervisor, or any member of management.
2. The supervisor or manager must first ensure that any offending behavior is ceased immediately.
3. If, the employee is uncomfortable reporting an incidence of harassment or discrimination to his/her supervisor or a manager, s/he is encouraged to report the incident directly to the Executive Director.
4. If the supervisor and/or the Executive Director is involved in the incident, the employee is encouraged to report the incident directly to a member of the Board of Directors.
5. If, for any reason, the employee feels most comfortable anonymously reporting an incident, s/he should refer to Section V, D of this handbook.
6. The supervisor or manager shall ask the employee(s) to write a statement detailing what occurred. The statement should include the date the incident(s) occurred, the location at which the incident(s) occurred, the names of those involved, the names of any witnesses, and a detailed account of what occurred.
7. The supervisor or manager will submit the statement will be submitted to the Executive Director or a member of the Board Personnel Committee.
8. All complaints of harassment will be promptly, thoroughly and confidentially investigated and, where necessary, appropriate corrective action will be taken.
9. The Board will determine the appropriate resolution.

BE encourages all employees to immediately report any incidence of harassment or discrimination in which they are directly involved or subject to, or about which they become aware. No employee shall be penalized or disciplined solely for reporting incidents of harassment or discrimination.

BE expects all employees to behave in a respectful and professional way while at work, both on BE premises and when off-site as a BE representative. Any employee who is found to have behaved inappropriately, participated in discriminatory or harassing behavior, or to have abused the reporting process, may be subject to disciplinary action, up to and including, discharge.

B. Grievance Policy & Procedure

Beyond Emancipation (BE) encourages employees to discuss work-related complaints or problems with management in an effort to resolve them to the mutual benefit of the employee and BE.

Ultimately, our goal is to maintain and nurture good working relationships and communication between staff and the supervisors and/or management with whom they must work. Accordingly, BE encourages all staff to work with their supervisors to resolve issues prior to involving management or the Board of Directors. In most cases, a satisfactory resolution will be found.

If, however, we are initially unable to resolve the issue at the supervisor level, BE has established a grievance process through which employees may appeal supervisor and management decisions to the Board of Directors.

It is the responsibility of supervisors and management to ensure that grievances are resolved promptly, discretely and professionally. Where possible, the supervisor attempt to resolve grievances to the mutual benefit of BE and the employee. Supervisors and members of management shall consult with the Executive Director and/or members of the Board if they require assistance in resolving employee grievances.

If the grievance involves the employee and his/her immediate supervisor, or if the employee's immediate supervisor is the Executive Director, s/he shall address his/her concerns to the Board directly.

If, for any reason, the employee does not feel comfortable approaching his/her supervisor, a member of management or the Executive Director, s/he may address his/her concerns to the Board.

The Board or Board Designee shall fairly, thoroughly, and discretely investigate all grievances. The Board of Directors reserves the right to make final determinations.

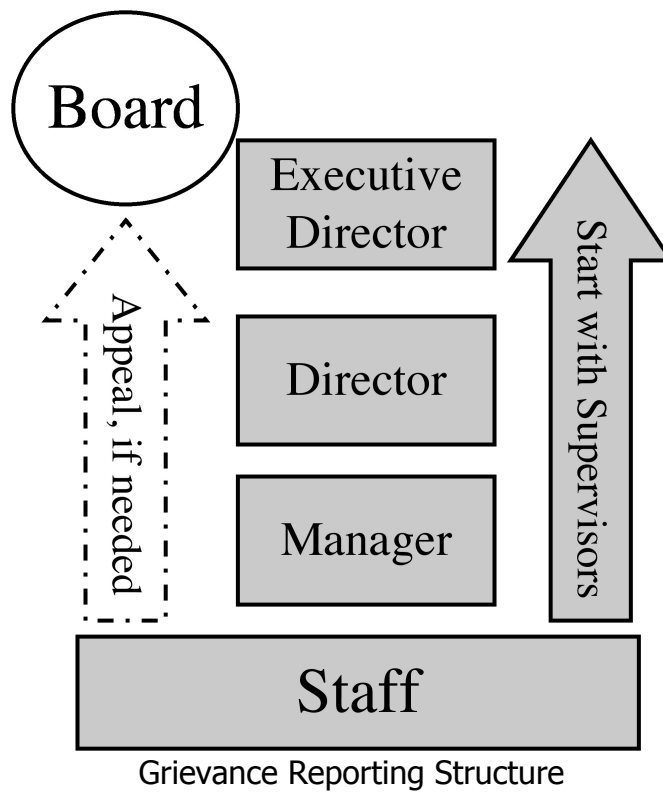
BE strives to be an inclusive, open-door organization where all staff is comfortable sharing concerns or complaints with management or the Board. Accordingly, no employee shall be penalized for reporting concerns or complaints that s/he reasonably believes is, or can be, proven true.

Finally, in every case, it is the responsibility of BE employees to be honest, fair, discreet and professional when reporting complaints or concerns, or when participating in the investigation and/or resolution of complaints or concerns.

Grievance Resolution Procedure

BE's Grievance Resolution Procedure is a multi-stage procedure, please adhere to the following procedure:

1. Employees should address concerns or complaints to their immediate supervisor, who shall attempt to resolve the concern or issue in a timely and appropriate manner. The supervisor is additionally responsible for consulting management and the BE Board to ensure the most appropriate resolution.
2. If the employee is not satisfied with the supervisor's decision, or if his/her complaint or concern involves his/her immediate supervisor, the employee is encouraged to appeal to the Executive Director.
3. If the Executive Director is the employee's immediate supervisor, or if the employee is unsatisfied with the Executive Director's decision, s/he is encouraged to address his/her concerns directly to a member of the Board of Directors via phone or email.
4. Employees who wish to anonymously report concerns or complaints may contact a member of the Board of Directors via email or regular mail.
5. The Board of Directors, and/or the Board's Designee, shall determine the appropriate resolution and communicate their decision to the employee(s).



C. Contacting the Board of Directors

Employees may contact the Board of Directors via email at Grievance@beyondemancipation.org, or via their individual email address provided below:

Tony Thurman, Executive Director tony@beyondemancipation.org
Christina Feliciano, Board Chair christina@beyondemancipation.org

Board Personnel Committee

D.D. Johnice, Board Member dd@beyondemancipation.org
Joy Ricardo, Board Member joy@beyondemancipation.org
Felicia Murray, Board Member felicia@beyondemancipation.org

Board Members

Bethann Berliner bethann@beyondemancipation.org
Rachel Aziminia Maldonado rachel@beyondemancipation.org

BE employees may also contact the Board via regular mail at 555 Any Street, Oakland, CA 94612. Please address mail to "BE Personnel Committee".

D. Anonymous Grievances

While it our goal to ensure that all employees feel comfortable approaching a member of BE management staff or a member of the Board directly, we understand that there may be times when employees may feel they need to report a complaint or concern anonymously.

Employees who wish to anonymously report grievances to the Board of Directors may do so using the following methods:

1. Email Grievance@beyondemancipation.org from a generic email account such as those you might set up through Yahoo!, Hotmail Or Google. Do not include identifying information in your email address or account profile. An example of a good email address might be ConcernedBEEmployee@yahoo.com. Please include the subject line, “BE Employee Grievance”.
2. Regular mail at 555 Any Street, Oakland, CA 94612. Please address to “BE Personnel Committee”.

Anonymous complaints or concerns will be thoroughly investigated, and may lead to corrective and/or disciplinary action where appropriate. Employees will not be subject to disciplinary or punitive action solely for reporting a complaint or concern.

The anonymous grievance reporting process was established to ensure that all BE employees have an opportunity to have their complaints or concerns heard and investigated. Employees found misusing or abusing the anonymous reporting process may be subject to disciplinary action, up to and including, discharge.

E. Confidentiality & Privacy

BE will make every effort to treat information provided as part of a grievance or during the investigation of a grievance confidentially. Investigations, witness statements and evidence will be gathered discreetly. However, during the course of a fair and thorough investigation, one in which all parties are allowed to provide their account of an incident, and a list of witnesses or documents as proof, situations may arise that require that an employee’s name and/or evidence s/he provided may, of necessity, be revealed. For this reason and in the interest of a fair resolution, BE cannot promise absolute privacy.

