

## **Aging Together Employment Policy**

### **EMPLOYMENT ELIGIBILITY AND VERIFICATION (I-9 FORM)**

Federal Law requires that every employee hired after November 6, 1986, complete Section 1 of the Employment Eligibility Verification Form (commonly called the I-9) on the first day of work and Section 2 within three workdays of the start of work. The I-9 provides proof of eligibility of work in the United States. You must complete Section 1 and present documentation of your identify and work eligibility, as described on the back of the back of the I-9 form, for verification and completion of Section 2. Completion of the I-9 process within three workdays of the start of work is a condition of employment.

### **Equal Employment Opportunity**

It has been and will continue to be the policy of Aging Together to be fair and impartial in all of its relations with its employees and applicants for employment and to make all employment-related decisions without regard to race, religion, color, national origin, age, sex, disability, or any other categories protected by federal, state, or local law. This policy applies to recruitment, hiring, training, promotion, and all other personnel actions and conditions of employment such as compensation, benefits, layoffs and reinstatements, training, tuition assistance, and disciplinary measures. Decisions regarding employment and promotion will be based solely only upon valid job-related factors.

Any employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of their immediate supervisor. Employees can raise concerns and make reports 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 termination of employment.

### **Reference Checks**

Employment information about the past or present staff members of Aging Together is confidential and should not be communicated to anyone who does not have a legitimate interest in the information. Therefore, all employment reference inquiries regarding past or present staff members must be directed to the Executive Director. No one other than the Executive Director or his/her designee of the Aging Together is authorized to respond to such requests. In response to a request for employment information, the information furnished by Aging Together will be limited to the staff member's name, job title, employment dates and confirmation of salary data.

### **Resignation**

In the event of resignation, an employee is required to give Aging Together two weeks' notice. Upon resignation, an employee can be required to leave the premises at once or at any time prior to the expiration of the two weeks' notice.

### **Compensation**

Aging Together maintains twice monthly pay periods. Paychecks will generally be distributed on the 15th and 30th day of the month. If the payday should fall on a holiday or weekend, checks will be distributed on the previous working day, if possible. All appropriate wage and payroll deductions shall be taken out of each paycheck as required by law. Each employee is required to complete his/her time and attendance record promptly in accordance with established procedures.

### **Overtime**

Overtime work may be required due to demands of our business. It is both necessary and important that employees shall be available, sometimes on short notice, to work overtime when circumstances require. Work performed in excess of forty (40) hours in a work week will be paid at the rate of time one and one-half (1 1/2) of the employee's regular rate of pay. Employees must receive authorization by a supervisor prior to working overtime. Failure to receive authorization prior to working overtime will result in discipline with possible termination. Employees exempt from overtime under law (*i.e.*, executive, administrative and professional employees) shall not receive overtime compensation.

### **Employees With Disabilities**

Aging Together is firmly committed to complying with the Americans With Disabilities Act (ADA) and other federal and state legislation designed to ensure equal employment opportunities to persons with disabilities. Aging Together prohibits discrimination on the basis of disability in regard to all employment practices or terms, conditions and privileges of employment. Consistent with this policy and applicable law, the Aging Together will make reasonable accommodation to the known physical or mental limitations of qualified applicants or employees, unless to do so would cause an undue hardship on the operation of its business.

### **Religious Accommodation**

Aging Together will make reasonable efforts to accommodate the religious practices of our Employees. Whenever an Employee requests an accommodation, Aging Together will consider such possibilities as time off or change in job assignment. The requested accommodation, however, must be reasonable. We will not make any accommodation that would create an undue hardship on the conduct of Aging Together. Based on the particular facts in each case, we will determine whether a requested accommodation would create an undue hardship.

### **Performance Evaluation**

Aging Together will maintain a formal performance evaluation system that assures a written appraisal of each employee's performance at least annually.

### **Employee Information**

Aging Together maintains a personnel file on every employee. It is important that all information in the file is up to date, such as: employee's name, address, telephone number, beneficiary designation, etc. Please note that Employee Information will not be used as the basis of any employment related decision at Aging Together.

### **Confidentiality of Employer Information**

All employees of Aging Together are required to respect and maintain the confidentiality of all information, including but not limited to, business documents, reports, records, files, correspondence and communications, to which the employee has access in carrying out responsibilities and duties both during and after employment with Aging Together. None of the aforementioned may be copied or removed from the premises of Aging Together. All employees are expected to show the highest regard for privacy and will strictly observe the confidentiality of records and other information obtained. Confidentiality is essential to the sound relationship with our clients; it is also a legal and ethical matter of the utmost importance. Any discussion of confidential information outside the property or similar violation of these standards will result in immediate dismissal.

### **Termination**

Aging Together may terminate an employee's service at any time without notice.

### **Employee Departure Procedure**

All employees at Aging Together are employee's at-will. Upon termination or departure, an employee is expected to do the following:

1. Return to his/her immediate supervisor any and all properties of Aging Together (i.e. credit cards, security access cards, computers, laptops, keys, car phones, pagers, manuals, software, or any other company-related property in employee's possession).
2. Settle all accounting of any cash funds in the employee's possession.
3. Provide payment of any outstanding bill.

Date Approved: 8/2/13

## **Aging Together Leave Policy**

### **Paid Time Off**

All employees working over 18.75 hours will earn Paid Time Off (PTO). To earn PTO for any pay period, an employee must work or be on paid leave for at least fifty percent of the scheduled hours in the pay period. PTO can be used for vacation, sick leave and/or holidays.

An employee can request use of PTO after it is earned. PTO is paid at the employee's base pay rate at the time leave is taken. It does not include overtime or any special forms of compensation. Whenever possible the employee should request PTO in advance.

The amount of PTO earned is 30 days per year, accrued at 9.375 hours per pay period for a full time position. PTO for part time positions will be pro-rated.

At each five year anniversary of continuous employment the rate of accrual will increase by ten days per year for full time staff (pro-rated for part time positions). The maximum rate of accrual may not exceed 60 days per year.

### **Leave Without Pay**

Leave without pay may be requested by employees under special circumstances with the approval of the Executive Director. All approval of leave without pay will be based on the needs of Aging Together at the time and only after the employee has used all other leave available and appropriate.

### **Jury Duty**

Aging Together recognizes that serving on jury duty is a civic responsibility for every U.S. citizen. Aging Together does reserve the right to ask the court to excuse the employee if it causes undue hardship on the company. Aging Together also recognizes that employees may at times be summoned or subpoenaed for a court appearance as a witness. Aging Together will grant employees paid leave for time spent on jury duty and for attendance as a nonparty witness in court, except that the company reserves the right to limit the duration of paid leave. As a result of receiving paid leave, all jury and witness fees, except transportation reimbursement, must be turned over to the company. Copies of all summons and court documentation for time spent out of the office must be turned in to the Executive Director. Employees should give their supervisors as much notice as possible of their need for leave under this policy.

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## **Aging Together Standards of Conduct Policy**

### **Policy Against Harassment**

Aging Together expects that all employees will treat each other with fairness and respect. Harassment on the basis of race, religion, color, gender, age, national origin or disability or as otherwise provided under state or local law, will not be tolerated and is strictly prohibited. The company strives to foster a work environment free of harassment, discrimination, intimidation and insult. Harassment is a form of misconduct that undermines both personal and professional relationships in the workplace. Every staff member must be assured that he or she can work in an environment that is free from unwanted and unwelcome harassment and discrimination.

Any person who believes that he/she is the victim of any type of discriminatory conduct, should bring that conduct to the immediate attention of his/her supervisor, or any member of management. Aging Together will conduct a prompt and thorough investigation of all the circumstances surrounding the alleged incident in a confidential nature. If the investigation discloses that an individual has committed an act of discrimination, that individual will be subject to appropriate disciplinary action, up to and including termination. Retaliation in any form against an employee who complains of discrimination or harassment is strictly prohibited and will result in appropriate disciplinary action. Any supervisory employee to whom an employee brings a complaint of harassment but who fails to take appropriate action to resolve it will also be disciplined.

### **Sexual Harassment Policy**

Sexual harassment as well as gender based discrimination is illegal and contrary to the policy of Aging Together. The company strives to foster a work environment free of sexual harassment, gender based discrimination, intimidation and insult. Aging Together prohibits any employee from making unwelcome and unsolicited sexual advances, unwelcome, offensive or inappropriate comments regarding an employee's gender or engaging in other verbal or physical conduct of a sexual or gender-offensive nature, when an individual's submission to that conduct is made explicitly or implicitly a term or condition of that individual's employment, or when that conduct creates an intimidating, hostile, or offensive working environment.

All employees, both male and female, are strictly prohibited from sexually harassing or making improper advances toward other employees or harassing other employees as a result of their gender. Sexual harassment includes unwelcome or unsolicited verbal, physical or sexual conduct, that is made a term or condition of employment, or is used as the basis of employment or advancement decisions. Sexual harassment also

includes conduct that has the purpose or effect of unreasonably interfering with work or creating an intimidating, hostile or offensive work environment.

Sexual harassment includes but is not necessarily limited to:

- Unwelcome or unwanted sexual advances.
- Requests or demands for sexual favors.
- Verbal abuse, kidding, or physical contact that is sexually oriented and considered unacceptable by the target of the abuse.
- Any type of sexually oriented conduct that interferes with another's work performance.
- Sexually oriented conversations or activities that create a work environment that is intimidating, hostile or offensive to any staff member.
- Verbal abuse, kidding, remarks or comments that intimidate, ridicule, and maliciously demean the status of an individual's gender.

Any person who believes that he/she is the victim of any type of discriminatory conduct, including sexual harassment, should bring that conduct to the immediate attention of his/her supervisor, the Executive Director or any member of management. The organization will conduct a prompt and thorough investigation of all the circumstances surrounding the alleged incident in a confidential nature. If the investigation discloses that an individual has committed an act of discrimination, that individual will be subject to appropriate disciplinary action, up to and including termination. Retaliation in any form against an employee who complains of discrimination or harassment is strictly prohibited and will result in appropriate disciplinary action. Any supervisory employee to whom an employee brings a complaint of sexual harassment but who fails to take appropriate action to resolve it will also be disciplined.

### **No-Solicitation/No-Distribution**

The conducting of non-Company business, such as canvassing, collection of funds, pledges, circulation of petitions, solicitation of memberships, or any other similar types of activity is not permitted during the working time of either the employee doing the soliciting or being solicited or at any time in working areas.

The distribution of non-Company literature, such as leaflets, letters, or other written materials by an employee is not permitted during the working time of either the employee doing the distributing or the employee to whom the non-Company literature is being distributed, or at any time in working areas.

### **Workplace Violence**

Aging Together expressly prohibits any acts or threats of violence by any Aging Together employee or former employee against any other employee in or about Aging Together's facilities or elsewhere at any time. Any reports of violence or threats will be

promptly and thoroughly investigated and, where warranted, ensure that appropriate action will be taken.

### **Business Equipment and Electronic Privacy**

All of Aging Together's business equipment, such as copiers, facsimile machines, computer systems (including E-mail, internet systems and electronic storage), and telephone equipment (including voicemail) are the company's property and are to be used solely for business related purposes. Please note that you should not expect that the firm's business equipment will afford to you any privacy with respect to personal matters; all systems are accessible by firm management and may be monitored from time to time.

Employees who violate this policy or who abuse the use of Aging Together's business equipment are subject to discipline, up to and including termination from employment.

### **Use of the Internet**

Aging Together intends to honor the policies set forth below, but must reserve the right to change them at any time as may be required under the circumstances.

1. Aging Together's computer system and any passwords assigned to employees to enable them to obtain Internet access are and remain the property of Aging Together.
2. Employees with management approval for access to the Internet, bulletin boards, and other electronic media may use these tools only to meet their job responsibilities. Employees may not use Internet access for personal purposes, including without limitation the following:
  - a. Accessing web sites for personal reasons or engaging in chat groups.
  - b. Use of the Internet for unlawful or malicious activities.
  - c. Use of abusive or objectionable language in either public or private messages.
  - d. Misrepresentation of oneself or inappropriate representation of Aging Together.
  - e. Activities that cause congestion and disruption of networks and systems.
  - f. Activities that compromise Aging Together's position, reputation, or objectivity.

- g. Display or access of sexually explicit images, messages, or cartoons. Accessing or display of Internet materials that contain ethnic slurs, racial epithets, or anything that may be construed as harassment or disparagement of others based on their race, national origin, sex, sexual orientation, age, disability, or religious or political beliefs is prohibited. Aging Together's nondiscrimination policy extends to Internet use.
3. Aging Together reserves the right to access, review, copy, delete, and disclose all activities of all users of Aging Together's computer systems or Aging Together's network, regardless of whether such users are authorized to use such systems or network for any purposes.
4. Employees have a responsibility to use Internet access in an informed and responsible way, conforming to network etiquette, customs, courtesies, and to corporate policy. Use exactly the same standards of care and professionalism used in any other business-related communications.
5. Be aware of and respect all copyright and licensing agreements. Do not forward anyone's messages without permission.

Any employee who violates this policy or uses the Internet for improper purposes shall be subject to discipline, up to and including discharge.

### **E-Mail Policy**

This policy covers access and disclosure of e-mail messages created, sent or received by Aging Together employees, and establishes the proper and permissible uses of the e-mail system by employees.

Aging Together intends to honor the policies set forth below, but must reserve the right to change them at any time as may be required under the circumstances.

1. Aging Together's e-mail system, and all messages created, sent or received using the system, are and remain the property of Aging Together. They are not the private or personal property of any employee.
2. Aging Together maintains its e-mail system to assist in the conduct of its business. The use of the e-mail system is reserved solely for business purposes. It may not be used for personal business, including but not limited to the following:
  - a. There shall be no display or transmission of sexually explicit images, messages or cartoons in e-mails. Transmission or use of e-mail communications that contain ethnic slurs, racial epithets, or anything that may be construed as harassment or disparagement of



others based on their race, national origin, sex, sexual orientation, marital status, age, disability, or religious or political beliefs is prohibited. Communications that violate the personal privacy of, or are disrespectful of, any individual are also prohibited. Aging Together's nondiscrimination policy extends to all e-mail communications.

- b. The electronic mail system may not be used to solicit or proselytize for commercial ventures, religious or political causes, outside organizations, or other non-job-related solicitations. Aging Together's non-solicitation policy extends to e-mail communications.
  - c. E-mail may not be used for communications in furtherance of any illegal activity, including but not limited to "football pools" and other forms of illegal gambling.
  - d. E-mail may not be used in a way that is disruptive, offensive to others, or harmful to morale. All e-mail messages should be businesslike and professional in tone and content.
3. The e-mail system shall not be used to send or receive copyrighted materials, trade secrets, proprietary financial information, or similar materials without prior authorization.
  4. Aging Together reserves, and intends the right to exercise Aging Together's right to access, review and disclose all messages sent over its electronic mail system. Employees should be aware that even deleted e-mail messages can and will be accessed and reviewed by Aging Together. The confidentiality of any message should not be assumed. Furthermore, the use of passwords does not guarantee confidentiality. All passwords must be disclosed to Aging Together or they are invalid and cannot be used.

Any employee who violates this policy or uses the e-mail system for improper purposes shall be subject to discipline, up to and including discharge.

### **Standards of Professionalism**

The manner in which you conduct yourself should create a favorable and lasting impression of Aging Together. The continued success of Aging Together depends on the quality, integrity, expertise and professionalism of our staff.

Written communications must meet the highest standards of accuracy and neatness. Individuals who telephone Aging Together must receive prompt and courteous attention and a helpful and meaningful response. Individuals who visit Aging Together must always be treated with deference, tact and courtesy.

All employees should present themselves in a professional and efficient manner. Respect and thoughtfulness towards your fellow workers will always be expected.

Approved: 8/2/13

## **Aging Together Conflict of Interest Policy**

### **PURPOSE**

The purpose of the conflict of interest policy is to protect Aging Together's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the organization or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

### **DEFINITIONS**

**Interested Person:** Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

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

- (a) An ownership or investment interest in any entity with which the corporation has a transaction or arrangement,
- (b) A compensation arrangement with the corporation or with any entity or individual with which the corporation has a transaction or arrangement, or
- (c) A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the corporation is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial. A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

## **DUTY TO DISCLOSE**

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

## **DETERMINING WHETHER A CONFLICT OF INTEREST EXISTS**

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

## **PROCEDURES FOR ADDRESSING CONFLICT OF INTEREST**

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

## **VOIATIONS OF THE CONFLICT OF INTEREST POLICY**

**(a)** If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.

**(b)** If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

## **RECORDS OF PROCEEDINGS**

### **Minutes**

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

**(a)** The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.

**(b)** The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

## **COMPENSATION**

A voting member of the governing board who receives compensation, directly or indirectly, from the corporation for services is precluded from voting on matters pertaining to that member's compensation.

A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the corporation for services is precluded from voting on matters pertaining to that member's compensation.

No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the corporation, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

## **ANNUAL STATEMENTS**

Each director, principal officer and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:

- (a)** Has received a copy of the conflicts of interest policy,
- (b)** Has read and understands the policy,
- (c)** Has agreed to comply with the policy, and
- (e)** Understands that the corporation is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

## **PERIODIC REVIEWS**

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

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

## **USE OF OUTSIDE EXPERTS**

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

Date Approved: 8/2/13

## **Aging Together Whistleblower Policy**

Aging Together requires directors, officers, and employees to practice honesty and integrity in fulfilling our responsibilities and to comply with all applicable laws and regulations.

Directors, officers, and employees are encouraged to raise serious concerns internally and as soon as suspected so that Aging Together can address and correct inappropriate conducts and actions. It is the responsibility of all board members, officers and employees to report concerns about violations of policy, law, or regulation that govern Aging Together's operations.

Issues that should be reported include but are not limited to those relating to financial reporting, fraud, abuse, unethical or illegal conduct, harassment, and discrimination.

Employees should share their questions, concerns, suggestions or complaints with their immediate supervisor. If an employee is not comfortable speaking with his/her supervisor or he/she is not satisfied with the supervisor's response, the employee is encouraged to speak with the Executive Director or the Chairman of the Aging Together Board of Directors.

No one who in good faith reports an ethics violation or a suspected violation of law, such as a complaint of discrimination or suspected fraud, or suspected violation of any regulation governing the operations of Aging Together should face retaliation by any board member, officer or employee of the organization.

Any board member, officer or employee of Aging Together who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment or appointment.

Anyone filing a complaint concerning a violation or suspected violation must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation. Any allegations that prove not to be substantiated and which prove to have been made maliciously or knowingly to be false will be viewed as a serious disciplinary offense.

Violations or suspected violations may be submitted on a confidential basis and will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

Date Approved: 8/2/13