

mcum

EMPLOYEE HANDBOOK

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A. Employment At Will

Your employment is "at will," and therefore, just as you may terminate your relationship with the Agency at any time for any reason, the Agency expressly reserves the right to terminate any employee at its sole discretion, with or without cause, with or without advance notice.

B. Affirmative Action and Non-discrimination Policies

Monroe County United Ministries shall not discriminate against any current or potential client, applicant, employee, member, volunteer or participant on the basis of race, color, marital, parental or familial status, religion, gender identity, sex, sexual orientation, national origin, nationality, age, disability, ancestry, reprisal, political beliefs, veteran status, housing status, or any legally prohibited classification.

- 1. Hiring and promotion of individuals shall be based upon job related skills and qualifications.
- 2. Monroe County United Ministries is an Equal Opportunity Employer (EOE).
- 3. Position openings are available in-house as well as available to the public. Recruitment shall be done on a basis that reasonably notifies all qualified applicants of position openings. Public advertisement for position openings will occur for no less than three (3) days.
- 4. This policy applies to all terms and conditions of employment.
- 5. MCUM will provide for equal access to training programs.
- 6. Employees or applicants for employment who believe that they have been denied an equal employment opportunity in any manner because of discrimination should seek to resolve the issue first with the appropriate program director or coordinator. If the issue is still unresolved, the matter should be brought to the Executive Director. If unsuccessful, the Executive Director will refer the complaint to the Personnel Committee of the Board of Directors. The entire process shall be completed within a reasonable time and with respect for privacy. MCUM will not retaliate against anyone for filing a grievance.

C. Compliance

1. Americans with Disability Act (ADA) Rights

MCUM will implement policies and procedures to fully comply with the Americans with Disability Act. MCUM will provide reasonable accommodations as provided in the law for employees protected by the American with Disabilities Act by making changes in the work environment.

- 2. Federal Wage and Hour/Fair Labor Standards MCUM complies with all federal wage and hour regulations, the Fair Labor Standards Act, and the Age Discrimination in Employment Act.
- 3. Civil Rights MCUM complies with the Civil Rights Act of 1964 and all other regulations pertaining to civil rights.
- 4. Immigration Reform and Control Act of 1986 In compliance with the Immigration Reform and Control Act of 1986 (IRCA), the Agency requires that US citizens hired provide proof of citizenship and that all non-US citizens accepted for employment show evidence of legal entry into this country
- 5. Breastfeeding Policy

Upon request, MCUM will make available a private location other than a toilet stall where an employee can express their milk during their breaks. The employee may store their milk in a staff refrigerator, though it must be clearly labeled. Employees are permitted to bring their own cold storage device to keep the milk until the end of their work day. Except in the cases of willful misconduct, gross negligence or bad faith, MCUM is not liable for any harm caused by or arising from the expressing or storage of expressed milk that occur on MCUM's premises.

D. Benefits

- 1. Salaried employees will be allowed, from the date of hire, ten (10) paid sick days and will begin to accrue paid time off at the rate established by the Board. After one year employment, the salaried employee will receive a renewal of sick days. Salaried employees will be allowed no paid time off during the initial 90-day evaluation period. Salaried employees absent for a full day must use the appropriate earned benefits to cover his/her absence. Only if paid time off is exhausted, the day will be unpaid. In the case of illness, banked sick days must be used before a day will be unpaid. Salaried employees are not required to use benefit time for partial day absences because they may work a flexible schedule by prior arrangement with their supervisor. Please see Section E, detailing time off procedure.
- 2. Hourly employees will be allowed, from the date of hire, ten (10) paid sick days. After one year employment, the hourly employee will receive a renewal of sick days. Hourly employees will be allowed no paid time off during the initial 90-day evaluation period. Please see Section E, detailing time off procedure.
- 3. Full-time employees are eligible for health insurance benefits pursuant to the plan in effect.
- 4. Part-time (less than 29 hours per week) or temporary employees are not eligible for paid time off or insurance benefits.
- 5. Worker's Compensation
 - a. All employees are covered by Worker's Compensation for injuries incurred in the line of duty. This insurance provides medical coverage and compensation for accidents occurring on the job. Any job-related injuries must be reported IMMEDIATELY to the employee's supervisor within the work schedule that the injury was received. A health care provider designated by MCUM will provide treatment for the injury. The claim must be filed within 24 hours to be valid.
 - b. Personal items damaged during a Worker's Compensation injury will be replaced as part of a Worker's Compensation claim (e.g. eye glasses).
- 6. Health Insurance and Voluntary Vision or Dental Coverage
 - a. MCUM has contracted with IU Health Plans to provide health insurance benefits to employees. They also administer our COBRA benefits.
 - b. MCUM also offers dental and vision plans through other carriers. These are voluntary benefits and premiums are paid by the employee. You do not have to match the same enrollment characteristics as your health insurance. You may add any family members you choose and will pay a premium accordingly
 - c. Health benefits will be available to all full time, regular employees on the 90th day of continuous employment. Vision and Dental benefits are available on the first day of the month after the 90th day of continuous employment.
 - d. Employees who decline the health insurance coverage at the time of initial hire may have to wait until open enrollment to reapply for coverage, unless a qualifying event occurs. No additional pay for MCUM's contribution is offered in lieu of the health insurance benefit.
 - e. If a qualifying event occurs, staff may change health care coverage enrollment during the year, rather than waiting until open enrollment. Such changes are retroactive to the date of the event, provided that the change is requested within 30 days of the qualifying event. Examples of a qualifying event are marriage, divorce, death, birth and the starting or ending of a spouse's employment. You can add or delete persons on your coverage, but you cannot change the level of plan benefits until the next open enrollment period.
 - f. IU Health Plans offers three levels of health insurance coverage with varying levels of co-insurance costs and deductibles. Coverage is available for employee only, employee & spouse, employee & child or family. MCUM pays a portion of the premium for the employee only. Employees may upgrade their plans to either of the other levels or add other family members by paying the difference in premiums. Changes in deductibles or co-insurance levels must be done at open enrollment and additions/deletions may be done at open enrollment or as a result of a qualifying event as specified above.

- g. Coverage for terminated employees ends on the last day of the month of their termination date. Terminating employees will be offered an opportunity to continue their health insurance through COBRA benefits. Detailed information will be mailed to employees upon determination of eligibility.
- 7. Life and Disability Insurance
 - a. MCUM provides life insurance for every full-time employee at no charge to the employee.
 - b. Optional voluntary life benefits (increased policy values and family coverage) are available to interested employees at the time of hire or during an open enrollment period once a year.
 - c. We partner with Aflac to offer to employees, at their own cost, the opportunity to purchase supplemental insurance plans (i.e. short & long term disability, cancer, accident).
- 8. IU Credit Union
 - a. All employees are eligible for enrollment at the I.U. Credit Union. Employees should produce a paycheck stub or other proof of employment at MCUM.
- 9. 401(k) Retirement Plan
 - a. MCUM offers a 401(K) plan according to eligibility stated below. Employees who are eligible for the plan may make contributions to the plan and receive a matching contribution from MCUM. At the end of the year, MCUM will add a contribution for those employees who meet the following requirements:
 - Minimum age 21
 - Employees must work at least 1,000 hours in the plan year.
 - Employees become eligible for matching contributions upon the anniversary of their hire date.
 - Matching contributions will begin either on January 1 or July 1 after the anniversary date of hire.
 - Employees must be employed as of 12/31
 - Employees must contribute according to certain minimums
 - b. MCUM's annual matching contribution amount is based on the employee selecting to contribute the minimum of the following:
 - Up to 1% of wages for hourly workers
 - Up to 2% of salary for salaried workers
 - Up to 4% of salary for the Executive Director
- 10. Employees are offered benefits at the time of hire and through an annual open enrollment period once a year.

E. Time Off

- 1. Sick Days
 - a. Sick days may be used for the employee's absence due to caring for themselves or for ill dependents. Actual hours of paid sick days are equivalent to the scheduled period for which the employee was absent. For example, if the scheduled work time were 6 hours, the sick day would be for 6 hours. Employees who are not full-time are not eligible for sick days.
 - b. Failure to call in to provide advanced notice of an absence to the appropriate supervisor is a serious offense with any position, but especially when childcare supervision is reduced as a result. Employees must report absences to their direct supervisor before the start of their shift each day or by 9:00am, whichever comes first. Unreported absences will be considered to be an unapproved, unscheduled personal day and will not be paid, regardless of accrued time off. Successive days of absence require a daily call. Do not ask others to call in for you. Any unreported absence of three consecutive shifts is considered job abandonment and constitutes a voluntary resignation with no rehire possibility.
 - c. Upon the employee's anniversary date, the employee will be given the choice of a) accumulating any remaining sick days or b) unused sick days will be calculated and reimbursed at one-half (1/2) the time remaining or c) donating unused days to a shared bank. This monetary benefit is considered a bonus awarded to an employee at the conclusion of each years' employment. It is not awarded to the employee upon termination. An employee may accumulate a maximum of thirty (30) days of sick leave; at separation from employment no cash benefit is paid for unused, banked sick days.
 - d. The employee may be required to provide a doctor's statement confirming illness. If a statement is required but not provided, it will be considered to be unsubstantiated. Unsubstantiated claims of sick days will be

considered to be personal days and may be deducted from accrued PTO or unpaid if paid time off is exhausted. In the case of illness, banked sick days must be used before unpaid time is given.

- e. You may not claim sick days for personal business. For example, a court date does not qualify for sick days but rather should be classified as a PTO day. PTO days require prior approval before staff may take them. Upon prior approval by the supervisor, an employee may make up short absences (less than ½ day) for these appointments by working extra hours in the same workweek that the absence takes place to make up the time missed.
- f. Any employee changing from full-time to part-time status loses any accrued sick time in the same manner as terminating employees.
- g. Any sick time requested is deducted from the annual sick time accrued before deductions from banked sick days. Banked sick days are requested in the same manner as accrued sick days, once annual accrued sick days are exhausted.
- h. If both accrued sick days and banked sick days are exhausted, paid time off will be deducted before it is given unpaid.
- 2. Paid Time Off (PTO)
 - a. PTO includes time typically considered vacation leave and time typically labeled as personal leave. PTO will be awarded on an accrual basis based on the number of hours accrued.
 - b. Benefits will be paid according to the following table:

Years of Service	Accrual/pay period	PTO total annually (based on a 40-hour work week)
0-1 (available after 90 day probationary period)	3.0	78 hours
1-4	4.25	110.5 hours
5-9	6	156 hours
10-14	7.25	188.5 hours
15-19	8	208 hours
20+	9	234 hours

Staff must request their PTO in a timely way. It is optimal to make requests a month in advance to allow for planning of substitutes and to ensure approval of the request. Later requests will be accommodated if possible, though not guaranteed. Plan ahead to avoid this circumstance.

- c. Actual hours of PTO days are equivalent to the regular employee's workweek. For example, if an employee's scheduled workweek is thirty (30) hours; the PTO pay for that week is thirty (30) hours.
- d. Years of service include all time continuously served as a permanent full-time employee ay Monroe County United Ministries.
- e. MCUM may be closed between Christmas and New Year's Day. Staff should plan ahead to avoid unpaid days during this critical period. See #4.
- f. Paid time off must be exhausted before unpaid time off is given.
- g. Accrued PTO time must be used within six months of anniversary date or the time is forfeited.
- h. Employees may not request days off without pay if they have accrued paid time off.
- 3. Earned Personal Days

Employees have an opportunity to earn some additional days off based on their participation in certain events. Upon request of their supervisor, if an employee works on Martin Luther King Day, the Spring Luncheon, during the Each One, Feed One food drive, or in "extra" outside-of-hours events like Trunk or Treat, etc., they may earn up to 24 hours of additional personal time. This time is available for employees to take within 1 year of earning and will be paid off upon meeting the requirements for voluntary termination of employment.

4. Paid Holidays

New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve, and Christmas Day are paid holidays which are only paid to full-time employees who are either actively working during the days preceding and following a holiday or who have a previously scheduled day off. If an employee is ill the day before or after a holiday and if there is a verification by medical personnel of the illness it may be considered a sick day; otherwise, the employee will not be given the paid holiday benefit. In the case of illness, employees are required to use any accrued time off, including banked sick days, to cover this day. Holidays are NOT included as benefits paid to terminating employees. For example, if an employee terminates employment and their last working day is July 3 and they have 10 vacation days, they will not be paid for the Independence Day holiday.

If a holiday falls on Saturday, the paid day off celebrated is Friday. If the holiday falls on Sunday, the paid day off celebrated is Monday. This affects Independence Day, Christmas Day and New Year's Day. In the specific case of Christmas Eve falling on a Saturday, and exception will be made to this policy. In this case, the paid holidays will be observed on the 26th and 27th (which would be the following Monday and Tuesday).

Compass Early Learning Center & the Self-Sufficiency Center may be closed between Christmas and New Year's Day. Any full-time staff members who accrue 120 hours per year or more must reserve 32 hours for this closure. Staff who accrue less than 120 hours per year may choose whether to use PTO or take 32 unpaid hours. Staff should plan ahead to avoid unpaid days during this critical period. The Executive Director may approve agency closure dates as work days for salaried positions on an individual basis.

6. Snow Days

All full time employees may receive up to five (5) paid snow days each year, if MCUM is closed due to inclement weather when a full time employee is scheduled to work.

7. Unpaid Leave

- a. MCUM will provide an eligible employee with up to 12 weeks of unpaid leave each year for any of the following reasons:
 - For the birth and care of the newborn child of an employee;
 - For placement with the employee of a child for adoption or foster care;
 - To care for an immediate family member (i.e., spouse, child, or parent) with a serious health condition; or
 - To take medical leave when the employee is unable to work because of a serious health condition.
- b. Employees are eligible for leave if they have worked for their employer at least 12 months, at least 1,250 hours over the past 12 months. Whether an employee has worked the minimum 1,250 hours of service is determined according to FLSA principles for determining compensable hours of work.
- c. Time taken off work due to pregnancy complications can be counted against the 12 weeks of family and medical leave.

8. Bereavement Leave

- a. Full-time employees who experience a death in the family may receive a paid bereavement period upon approval of the Executive Director. Leave will be granted according to the following guidelines unless special considerations are warranted:
- b. A maximum of five (5) paid days is allowed for a member of the immediate family. Immediate family includes spouse, significant other, children, parents, grandparents, grandchildren, siblings or in-laws of equal status.
- c. Additional days may be approved by the Executive Director using accrued sick days or paid time off.
- d. Accrued Paid Time Off (PTO) may be granted to employees affected by the deaths of other relatives or friends, with approval of Executive Director.

F. Pay Periods

- 1. Pay will be issued every two (2) weeks via direct deposit.
- 2. Payroll will be deposited in the employee's bank of choice effective the first pay period after providing the Office Manager with a completed and signed enrollment form and a voided check for the account where the funds will be deposited.
- 3. Deposits will be made prior to the end of the working day on the Wednesday one (1) week following the end of the pay period. MCUM will withhold one week's pay.
- 4. Pay periods operate from 12:00am Monday, through the following week's Sunday at 11:59 pm.
- 5. When payday falls on a holiday, deposits will be distributed the preceding day.
- 6. The funds go directly into the employee's checking or saving account and are available on payday.
- 7. Instead of a paycheck, the employee will get a direct deposit confirmation that lists the same information as a paycheck sub (gross pay, deductions, net pay, etc.)

G. Staff Disciplinary Policy

MCUM uses an annual, progressive disciplinary policy to identify and correct any problems that affect an employee's work performance or the overall performance of the organization. Employees are expected to understand the requirements for their jobs and are held accountable for those requirements. Therefore, an employee shall be terminated upon the third write up in 1 year, beginning initially after the 90 day probationary period and thereafter on the employee's anniversary date. The disciplinary process refers to the following actions:

- 1. First Write Up
- 2. Second Write Up
- 3. Termination

These steps are usually taken in sequence when an employee exhibits behavior or performance issues. However, depending on the situation, any step may be repeated, omitted, or taken out of sequence.

MCUM reserves the right to effect immediate termination should the situation be warranted. In the case of serious misconduct, an employee may be suspended and/or discharged on the first offense. Serious workplace misconduct includes, but is not limited to:

- $\circ\,$ Theft;
- Fighting;
- $\circ~$ Behavior/language of a threatening, abusive, or inappropriate nature;
- $\circ\;$ Misuse, damage to, or loss of MCUM property;
- $\circ\;$ Falsification, alteration, or improper handling of MCUM-related records;
- Disclosure or misuse of confidential information;
- $\circ~$ Unauthorized possession or concealment of weapons;
- Insubordination (e.g. refusal to carry out a direct assignment);
- Possession, use, sale, manufacture, purchase, or working under the influence of nonprescribed or illegal drugs, alcohol, or other intoxicants.

ACKNOWLEDGMENT OF RECEIPT

Monroe County United Ministries, Inc. Employee Handbook

I hereby acknowledge receipt of my personal copy of the Monroe County United Ministries, Inc. Employee Handbook, issued _______, 20_____. I certify that I have read this employee handbook, am familiar with its contents, and will comply with the policies, rules, and guidelines contained in it. I understand and agree that the Agency may, in its sole discretion, revise, rescind, or modify or deviate from any portion of the Handbook at any time, without notice to me or without my consent. Should I ever have any questions about the policies contained in the Handbook, I will contact my supervisor or the Executive Director.

I understand that this Handbook is not a binding contract, but rather a set of guidelines for the implementation of the Agency's personnel policies. I also understand that notwithstanding any of the provisions of this Handbook, I am employed on an at-will basis and my employment can be terminated, with or without cause, and with or without notice, at any time, at the option of either the Agency or me. I further understand that no supervisor, manager, or representative of the Agency other than the Executive Director has any authority to enter into any agreement for employment for any specific time, or to make any agreement contrary to the foregoing.

The language and information that appears in this Handbook does not create, nor is it to be construed as constituting, a contract between the Agency and any or all of its employees. I further acknowledge that I do not in any way rely upon the provisions of this Employee Handbook in accepting or continuing my employment with the Agency.

Date: _____

Employee's Signature

Printed Name

Witnessed by:

Date: _____

Title: _____