



*Great Bay  
Services*

## **EMPLOYEE HANDBOOK**

Adopted in lieu of previous policies: November 12, 2020

by unanimous vote of the Board of Trustees.

Welcome to Great Bay Services!

We are pleased to have you working with us. As a new employee, you are joining the team that has made this organization a leader in supporting people with intellectual disabilities. We wish you success in your new job, and we hope that you quickly feel at home.

At Great Bay Services, every position in the organization is important. We are committed to collaboration, cooperation, and quality service. Your commitment to those values is critical to our mutual success. We recognize our employees are our greatest asset. Our consumers cannot thrive unless the staff is thriving.

This Employee Handbook is intended to provide you with a clear understanding of what is expected of all employees and what you can expect from this organization. The policies expressed in the handbook are designed to create a positive work environment. It is not meant to cover everything, so please feel free to ask questions. Your supervisor will be happy to talk to you. If after reading this handbook you have any questions, suggestions, or concerns, please consult your supervisor.

This handbook is not a contract, and Great Bay Services, Inc. reserves the right to modify this handbook as needed in writing and with the approval of the Board of Trustees.

We are looking forward to seeing you grow and develop into an outstanding employee that exhibits a high level of care, concern, and compassion for others. We hope you will find your work to be rewarding, challenging, and meaningful while enhancing the lives of those entrusted to your care.

Once again, welcome.

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# SECTION 1: GENERAL

## **About this Handbook**

This handbook is designed to familiarize you with Great Bay Services (GBS), providing you with information about working conditions, employee expectations, and some of the policies affecting your employment. Please take the necessary time to read it, and if you have questions or concerns about any of the material within this handbook, we urge you to discuss them with your immediate supervisor.

After reviewing this handbook, please sign the Acknowledgment Form included at the back, confirming you have received and understood the contents and turn it into your immediate supervisor.

No handbook can anticipate every situation or question about all our policies and terms of employment. Great Bay Services reserves the right to add new policies and to change or cancel existing policies at any time. We will endeavor to notify you of any changes to this handbook as they occur.

This handbook supersedes all previous handbooks and management memos that may have been issued on the subjects covered. Many matters covered by this handbook, such as benefit plan descriptions, are also described in separate GBS documents. These GBS documents are always controlling over any statement made in this handbook or by any member of management

We are pleased to have you on staff with Great Bay Services and wish you every success in your new position. We hope that your experience here will be challenging, enjoyable, and fulfilling. We pride ourselves on hiring and retaining individuals who have a strong ethic of service to others and contribute to the growth and success of our organization. We hope that you will take pride in being a member of our team.

## **About Great Bay Services**

In 1954 a small group of concerned parents of children with disabilities began providing educational services to their family members, then known as The Great Bay Association of Retarded Children (ARC). In 1963 they out grew their Dover, NH location and moved to Newington, NH. The organization grew to include a new school, a training center, residential homes, and job training.

Today this organization, now known as Great Bay Services, Inc. is a non-profit 501(C)(3) human services organization located at 23 Cataract Ave, Dover, New Hampshire and 61 Washington St,

Sanford, Maine. Many services are coordinated from both locations including Job Coaching, Career Planning, School-to-Work Transition, Life Skills, Recreation, Community Participation, In-Home Supports, Life Enhancement Instruction & Support, and Case Management.

Over 150 people receive services from GBS within the local communities each day. Great Bay's service delivery area includes Rockingham and Strafford Counties in New Hampshire and southern York and Cumberland Counties in Maine.

### ***Great Bay's Mission***

The Mission of Great Bay Services is to offer supports to people with intellectual disabilities and special needs and to their families; to enrich and enhance the lives of the people we serve and to assist them in reaching their potential through comprehensive services which provide options and choices; to initiate innovative ways to meet the changing needs of our members; and to support self-determination and advocacy for those we serve.

### ***Great Bay's Belief***

We believe in the complete participation of people with intellectual disabilities in society. We believe in the commitment to growth and opportunity through mutual respect. We believe in quality services that empower people to be self-fulfilled individuals.

### ***Great Bay's Values***

**People** -- We value and accept all individuals, believing in their equal worth and their right to be treated with dignity and respect. We value contributions, commitment, and creativity of all people.

**Collaboration** -- We value everyone's input and experience. We believe that collaboration and shared responsibility leads to quality service.

**Customer Satisfaction** -- We take pride in providing satisfaction to all our customers, by providing the highest quality services.

### ***Leadership***

**Executive Director**

**Controller**

**Director of Mission Advancement**

**Clinical Supervisor**

**Community Supports Manager – Maine**

**Community Participation Services Manager – NH**

**Senior Case Manager**

**Manager of Employment Services**

**Manager of Independent Living Services**

Pamela Layne

Kristine Reynolds

Elizabeth Burr

Jim Gorham, LCPC

Jon Stimmell

Sarah Page

Shannon Cantara, MS SpEd

Pamela Foster

Susan Marcellino

## ***Board of Trustees 2020/2021***

Tony Anni  
Maryanna Arsenault  
Pam Buck  
Megan Callan – Treasurer  
Steven Holland – Emeritus  
Paul Kleinman  
Jud Knox  
Judith Pellowe – Chair  
Tony Theille  
Sara Janjigian Trifiro – Interim Secretary

## ***People First***

The people served by the organization are our primary stakeholders. Our organization exists to improve their quality of life. Over time there have been many words used to describe who we serve: clients, consumers, people receiving services, etc. It's important for us to keep in mind the people we serve are people first, and our services are something we engage in together "with them," not "to them." "People First" language has been widely accepted in disability circles; its premise being the common language that has been used, e.g. "disabled person," puts the disability first. "People First" language, e.g. "people with intellectual disabilities" or "a person who has a disability" should be used.

The individuals we serve may choose to use different language to refer to themselves.

**It is imperative the people we serve be treated age appropriately and with respect.**

**All records and information regarding the people we serve, including their name, photographs or circumstances are confidential. Information should never be disclosed or discussed with unauthorized people outside or within the agency. Good judgment and discretion should always be used during any internal discussions.**

**Any type of sexual contact or relationship with persons served is strictly prohibited.**

## **Human Rights Regulations**

It is the responsibility of all employees to be aware of and adhere to these regulations. All questions and concerns regarding human rights should be directed to the appropriate Director of Programs & Services.

Persons who are applicants for services or individuals who are receiving services from Great Bay Services, Inc. shall be treated with dignity and respect at all times. Individuals shall be free from abuse, neglect, and exploitation including freedom from emotional, physical or sexual abuse or neglect. Great Bay Services, Inc. will work to establish an environment or setting that promotes the person's freedom of movement, ability to make informed decisions, self-determination and participation in the community in accordance with NH RSA 354-A, and Maine He-M 310, He-M 202 & He-M 305.

1. No client shall be discriminated against on the basis of race, color, creed, religion, national origin, sex or sexual orientation, age, veteran's status, type or degree of disability, or any other protected classification according to the NH Law Against Discrimination and the Maine Human Rights Act.
2. No client shall be photographed, interviewed, videotaped, or identified publicly without the client or guardian's written permission.
3. A client's record may not be seen by persons other than the client, guardian, or authorized staff without clearance from the Executive Director.
4. All information regarding clients, whether verbal or written, is considered confidential and is available only to those staff members working directly with clients.
5. Mistreatment of people receiving services is prohibited. Mistreatment includes any conduct that causes physical or emotional harm. Examples of mistreatment include:
  - a. Use or threat of physical force not necessary to protect the client or another person from bodily harm.
  - b. Verbal abuse, such as screaming, name calling, or any other activity which is damaging to the client's self-respect.
  - c. Encouragement of clients or others to mistreat a client.
  - d. Any retaliation against a client for reporting human rights violations.
6. No client may be secluded alone in a locked room. If a client agrees to be secluded or separated from the general group, they must be accompanied by a staff person.
7. Medication or drugs cannot be used to restrain a client.

Any violation of the above will result in disciplinary action up to and including termination of employment.



## **State of NH Adult Protection**

### **What to do when you suspect adult abuse or neglect?**

The Adult Protection Law requires any person who has a reason to believe that an vulnerable adult has been subjected to abuse, neglect, exploitation or self-neglect to make a report immediately to the Bureau of Elderly & Adult Services (BEAS). Call (603) 271-7014 or toll Free from within NH at (800) 949-0470

### **Who should report abuse or neglect?**

Any person who has a reason to believe that an incapacitated adult has been subjected to abuse, neglect, exploitation or self-neglect.

### **Make a Report**

If you suspect abuse, neglect, self-neglect or exploitation you must call BEAS.

Proof of abuse or neglect is not required to make a report.

Reports are confidential and can be anonymous.

The Adult Protection Law does not allow BEAS to release your personal information to anyone unless you agree or a court orders BEAS to do so.

Helpful Information

### **When you contact BEAS, you will be asked for some information. You may not have all the answers. Just tell us what you know regarding:**

- The name, address, telephone number, sex, and estimated age of the incapacitated adult.
- The name, address and phone number of a guardian or someone who is legally responsible for the individual.
- The full nature and extent of the individual's injuries, maltreatment, or neglect and where the incident/situation occurred.
- The type of living arrangement for the individual.
- Any information about previous injuries, abuse, maltreatment, or neglect.
- How great a risk you believe this may be to the individual.
- How you learned of this situation.
- Any action that has been taken to treat or assist the individual.
- The name, address, phone number, sex, and relationship of the person believed responsible for the abuse, neglect, or exploitation of the individual.
- Your name, address and phone number.
- Any other information that could be helpful.

Sometimes people are unsure if a situation is abusive. Even if you're in doubt, call. BEAS has extensive experience in adult protection. BEAS may find no abuse or neglect has taken place but may still offer assistance to the individual.

## **Where to report abuse or neglect:**

Contact BEAS from 8-4:30, Monday-Friday at (800) 949-0470 or (603) 271-7014. Call 911 or the local police after hours, weekends or holidays.

## **State of Maine Developmental Services Reportable Events, Abuse/Neglect, and Crisis Services Team**

Reportable events are events that happened or may happen that impact safety, welfare, rights, or dignity of the member. If the member, the guardian, or any service provider believes there is abuse, exploitation, or neglect occurring, a report needs to be filed. A member, guardian, or service provider can file a report. It is a way to protect the member from harm. More information on reportable events is on the DHHS website:

<http://www.maine.gov/dhhs/oads/aps-guardianship/recognize-abuse.html>

You may also call an intake line at one of the numbers listed below:

To file a report, contact the APS Intake Unit:

- Nationwide 24-hour, toll-free: 1-800-624-8404
- TTY (during business hours): 1-800-624-8404
- TTY In-State (after hours): 1-800-963-9490
- TTY Out-of-State (after hours): 1-207-287-3492

The Developmental Services Crisis Team provides assistance to individuals, families, guardians, and providers to maximize individuals' opportunities to remain in their homes and local communities during and after crisis incidents. Any dangerous situation which imposes risk of imminent harm, of any individual served by Developmental Services, should be brought to the attention of the crisis team.

You can reach the DS Crisis team at: 1-888-568-1112 & ask for a DS Crisis Worker

## **Employee Responsibilities: Abuse and Neglect, Exploitation and Confidentiality**

The disclosure of Great Bay Services' confidential, proprietary, or other nonpublic information, whether intentional or unintentional, will be subject to disciplinary action, up to and including termination, even if he or she does not actually benefit from the disclosed information. In addition, employees of Great Bay Services are mandated reporters and must follow the laws regarding reporting suspected abuse, neglect, and exploitation or any mistreatment of the clients we serve, and others. As a condition of employment, employees must acknowledge and agree to the statement below, which is also found at the back of the employee handbook. A

signed copy of the statement shall be turned in and retained in the personnel file for each employee:

*As an employee of Great Bay Services, I understand that I am a mandated reporter for any suspected abuse, mistreatment, neglect, and/or exploitation and not only must refrain from said activities but also report if any information is obtained of such activities. I must also refrain from any breach of confidentiality as outlined in the employee Handbook. Failure to comply will result in disciplinary action that could include termination of employment.*

## **State of NH DHHS Office of the Ombudsman**

The Office of the Ombudsman responds to complaints and requests for assistance from clients, employees, and members of the general public to resolve disagreements in matters that involve DHHS. The Office of the Ombudsman is dedicated to maintaining an environment that supports the civil rights of all served.

The Office of the Ombudsman is not a substitute or replacement for normal complaint resolution. The goal is to ensure that existing systems are effective and that they resolve differences fairly. However, if you don't know the appropriate person to call, or the system doesn't seem to be working for you, then call the Office of the Ombudsman.

### **Complaint Resolution:**

The Ombudsman may use unbiased investigation, mediation and other alternative dispute resolution methods and/or provide referral services.

The Ombudsman has no authority to require DHHS or any of its contractors to change a decision, but will look at the disagreement and try to bring about a resolution that is fair.

The Ombudsman may also present DHHS management with findings of an investigation and recommended changes.

### **Confidentiality:**

The records of the Ombudsman's Office shall be confidential and shall not be disclosed without consent of the client or employee on whose behalf the complaint is made, except as may be necessary to assist the service provider or the employee's supervisor to resolve the complaint, or as required by law.

## **Services:**

The Office of the Ombudsman deals with issues involving:

- Medicaid services;
- Financial assistance, including food stamps;
- Services to persons with developmental disabilities, mental illness, or substance abuse;
- Regulatory problems and/or administrative decisions;
- Services to Children and Families; Juvenile Justice;
- Employee concerns;
- Civil rights; and
- Any other service provided by DHHS or its contractors.

## **State of Maine Developmental Services Grievances Policy**

Clients and/or their Guardians have the right to file a grievance about a decision made by DHHS or a provider that affects their life. If there is a complaint about a service provider, if services/supports were reduced without their request to do so, or if they have made complaints about their home or community program supports and nothing is being done, they or their guardian can first talk to their Case Manager about the problem. Talking can be the easiest and best way to handle complaints and try to work out disagreements. The Case Manger will work with the client and/or guardian and the provider to try to solve the complaint. Another way to work out disagreements is through mediation, and the Case Manger can ask for mediation on behalf of a client before OR after filing a grievance. If these efforts are not working or things are still not to a level of satisfaction, clients/guardians can file a grievance. There are three levels of Grievances: the first two levels are informal and the third is a formal hearing. More information on grievances is on the DHHS website:

<http://www.maine.gov/dhhs/oads/home-support/disability-with-autism/grievance-process.html>

If a client wants help filing a grievance, they can talk to an advocate from Disability Rights Maine in their local area or speak with their Case Manager. Disability Rights contacts are listed on the website or found in the intake packet provided to each client of Great Bay Services.

## **SECTION 2: EMPLOYMENT**

### **Equal Employment Opportunity Policy**

Great Bay Services is an equal opportunity employer and it is our policy that employees and applicants will not be subjected to unlawful discrimination or harassment based on age, race, color, religion, sex, familial status, national or ethnic origin, sexual orientation, ancestry, veteran's status, marital status, political affiliation, physical or mental disability, or any other basis prohibited by applicable state, federal or local laws.

Accordingly, Great Bay Services will hire, train, and promote individuals in accordance with this Equal Employment Opportunity Policy (EEO); make decisions according to the principle of equal opportunity by imposing only bona fide occupational qualification requirements for employment opportunities; and administer all personnel practices and programs (including, but not limited to, compensation, benefits, transfers, and training) in accordance with this Equal Employment Opportunity Policy. If an employee feels they have been discriminated against, they should report it to their immediate supervisor or the Executive Director, as appropriate. Employees are assured that concerns may be raised without fear of reprisal.

### **Americans with Disabilities Act - ADA 2008**

Great Bay Services is committed to complying with all applicable provisions of the Americans with Disabilities Act (ADA) and offers equal employment opportunities for qualified individuals who may have a physical or mental disability, but can still perform the essential functions of the job.

Consistent with this policy of nondiscrimination, Great Bay Services will provide reasonable accommodations to a qualified individual with a disability, as defined by the ADA, who has made Great Bay Services aware of his or her disability, provided that such accommodation does not constitute an undue hardship on Great Bay Services.

### **Non-Discrimination Policy:**

As a recipient of Federal financial assistance, Great Bay Services does not exclude, deny benefits to, or otherwise discriminate against any person on the basis of race, color, national origin, disability, or age in admission to, participation in, or receipt of the services and benefits under any of its programs and activities, whether carried out by Great Bay Services directly or through a contractor or any other entity with which Great Bay Services arranges to carry out its programs and activities.

This statement is in accordance with the provisions of Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and

Regulations of the U.S. Department of Health and Human Services issued pursuant to these statutes at Title 45 Code of Federal Regulations Parts 80, 84, and 91.

In case of questions, please contact:

Provider Name:	Great Bay Services, Inc.
Contact Person/Section 504 Coordinator:	Pamela Layne, Chief Executive Officer
Telephone number:	1-603-842-5344
TDD or State Relay number:	1-800-735-2964

## **Anti-Harassment and Non-Discrimination**

Great Bay Services wants to provide all employees with a work environment that is free from harassment and discrimination. Therefore, it shall be Great Bay Services' policy to prohibit all harassment of employees based on age, race, color, religion, sex, familial status, national or ethnic origin, sexual orientation, ancestry, veteran's status, marital status, political affiliation, physical or mental disability, gender, citizenship, pregnancy or any other basis protected by state, federal or local laws.

GBS does not discriminate against employees on the basis of race, color, national or ethnic origin, ancestry, age, religion or religious creed, disability or handicap, sex or gender (including pregnancy, sexual harassment and other sexual misconduct including acts of sexual violence such as rape, sexual assault, sexual exploitation and coercion), gender identity and/or expression (including a transgender identity), sexual orientation, military or veteran status genetic information, or any other characteristic protected under federal, state or local law. Retaliation is also prohibited. Great Bay Services will comply with state and federal laws such as M.G.L. c. 151B, Title IX, Title VI and Title VII of the Civil Rights Act, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and other similar laws that prohibit discrimination.

Great Bay Services expects all relationships among persons in the workplace will be business-like and free of bias, prejudice, and harassment. Great Bay Services prohibits harassment of any employee by a supervisor, a co-worker, an individual we serve, a supplier, or any other party, and prohibits retaliation against any employee for making a complaint or cooperating in any investigation of the complaint. All supervisory personnel are responsible for enforcing this policy. Failure to do so will be considered a failure to fulfill all the responsibilities of the position.

Communication of any harassing material by e-mail, voice mail, organization bulletin boards or otherwise is a violation of Great Bay Services' policy against harassment.

### ***Sexual Harassment***

Sexual harassment in the workplace is unlawful. Sexual harassment is a form of misconduct that undermines the integrity of the employment relationship. Sexual harassment can be defined as the attempt to control, influence, or affect the career, salary, or job of an individual in exchange

for sexual favors or the creation of an intimidating, hostile, or offensive working environment based on unsolicited and unwelcome sexual overtures or conduct, either verbal or physical. Sexual harassment typically is **serious offensive conduct** directed towards an individual because of their gender and **is unwelcome** by the individual. Sexual harassment **does not** refer to casual conversation or compliments of a socially acceptable nature.

Federal Law defines sexual harassment as unwanted sexual advances, requests for sexual favors or visual, verbal, or physical conduct of a sexual nature when:

- (1) Submission to such conduct is made a term or condition of employment; or
- (2) Submission to or rejection of such conduct is used as the basis for employment decisions; or
- (3) Such conduct interferes with an individual's work performance; or
- (4) Conduct creates an intimidating, hostile, or offensive work environment.

The following list provides some examples of conduct that **could be viewed as** sexual harassment. This list does not cover every type of behavior that could constitute sexual harassment. It is meant to provide employees with some idea of the type of conduct that is prohibited under this policy.

- Sex-oriented verbal "kidding," "teasing," or jokes
- Foul or obscene language or gestures
- Physical contact such as patting, pinching, or brushing against another's body
- Pressuring someone to go on a date
- Comments about an individual's sexual activity, deficiencies, or prowess
- Displaying sexually suggestive objects, pictures, or cartoons
- Unwelcome leering, whistling, body gestures, suggestive or insulting comments
- Inquiries into one's sexual experience and discussion of one's sexual activities.

### ***Anti-Bullying***

Great Bay Services bases its definition of "Bullying" on the State of New Hampshire's Pupil Safety and Violence Prevention Law:

- I. "Bullying"
  - a. means a single significant incident or pattern of incidents involving a written, verbal, or electronic communication, or a physical act or gesture, or any combination thereof, directed at another which:
    - i. Physically harm a person or damage the person's property;
    - ii. Cause emotional distress to a person;
    - iii. Interfere with a person's environment;
    - iv. Creates a hostile environment; or
    - v. Substantially disrupt the orderly operation of GBS.

- b. Shall include actions motivated by an imbalance of power based on a person's actual or perceived personal characteristics, behaviors, or beliefs, or motivated by the person's association with another person and based on the other person's characteristics, behaviors, or beliefs.
- II. "Cyberbullying" means conduct defined in paragraph I of this section undertaken through the use of electronic devices including, but not limited to, telephones, cellular phones, computers, pagers, electronic mail, instant messages, text messaging, and websites.
- III. "Perpetrator" means a person who engages in bullying or cyberbullying.
- IV. "Property" means all real property and all physical plant and equipment used for GBS purposes, including public or private buses or vans.
- V. "Victim" means a person against whom bullying, or cyberbullying has been perpetrated.

Bullying or cyberbullying shall occur when an action or communication as defined above:

- a) Occurs on, or is delivered to, GBS property, or a GBS-sponsored activity or event on or off GBS property; or
- b) Occurs off GBS property or outside of a GBS-sponsored activity or event, if the conduct interferes with or substantially disrupts the orderly operations of GBS, or GBS-sponsored activity or event.

Such behavior violates the company Code of Ethics, which clearly states that all employees will be treated with dignity and respect.

The purpose of this policy is to communicate to all employees, including supervisors, managers, and executives, that the company will not tolerate bullying behavior. Employees found in violation of this policy will be disciplined up to and including termination.

Bullying may be intentional or unintentional. However, it must be noted that where an allegation of bullying is made, the intention of the alleged bully is irrelevant and will not be given consideration during an investigation. As in sexual harassment, it is the effect of the behavior upon the individual that is important. Great Bay Services considers the following types of behavior examples of bullying, although it is by no means meant to be the only types of behavior that could be construed as bullying:

- **Verbal bullying:** Slandering, ridiculing, or maligning a person or their family; persistent name calling that is hurtful, insulting, or humiliating; using a person as the butt of jokes; abusive and offensive remarks.



- **Physical bullying:** Pushing, shoving, kicking, poking, tripping, assault, or threat of physical assault; damage to a person's work area or property.
- **Gesture bullying:** Nonverbal threatening gestures or glances that convey threatening messages.
- **Exclusion:** Social or physically excluding or disregarding a person in work-related activities.

### ***No Gossiping Policy***

Gossip is a destructive force in our environment, and it can undermine productivity and morale. Gossip is defined as:

- a) Any conversation:
  - a. about another person or organization in which you do not have first-hand knowledge
  - b. which you and the other party cannot affect the outcome
  - c. with the intent of discussing another without the benefit of their presence
  - d. that perpetuates an untruth
- b) Casual or unconstrained conversation or reports about other people or an organization, typically involving details that are not confirmed as being true
- c) Idle talk or rumor, especially about the personal or private affairs of others
- d) Rumor or talk of a personal, sensational, or intimate nature

Discussions and comments involving a co-worker are to be limited to their presence. The only exceptions are the occasions when an employee is being reviewed in a supervisory capacity or the information being shared is of a completely positive nature. Discussions and comments involving GBS or any organization should be restricted to knowledge and facts which have been released by management for public consumption. Private and proprietary information should never be discussed with non-GBS personnel.

Great Bay Services is committed to building a positive environment in which to work. Failure to comply with this policy will result in immediate disciplinary action up to and including termination.

Some helpful tips on handling office gossip:

- "I feel uncomfortable talking about X while she is not in the room. Let's wait until she can be with us to continue this discussion."
- "I don't think it is appropriate to discuss Y in this way. He isn't here to give us his side of the story, and it isn't our place to be making up a story for him."
- "To be really honest, I dislike hearing about another person in this way; it also makes me wonder if you talk about me like this when I'm not around."
- "Would you be talking like this if Z were here?"
- "Nobody is better than anybody at this job; nobody is 'just an' anything. If we cannot speak positively about each other, let us not speak about another person at all."

A few things to keep in mind:

- As the saying goes, 'whoever gossips to you will gossip about you.'
- Don't tell everything about your personal and private business (especially in open and public areas), where you go and what you do in your own time, e.g. when you are on leave/weekend/day off - Remember, you never know whose ears are listening.
- Leave any private and confidential chats to when it's you and that person on your own and when no-one else is around and listening. Keep private and confidential chats and matters PRIVATE.
- Keep in mind that the folks we serve are very perceptive and are more attuned to what is said around them than it can sometimes seem.

If people know that you don't gossip and that you don't tolerate it, they won't gossip around you. It might be human nature to think an unkind thought about a co-worker, but it's a choice whether or not to say it.

### ***Reporting Harassment or Discrimination***

Great Bay Services encourages employees to report any problems they experience or observe concerning harassment, including sexual harassment, discrimination, or retaliation. Employees should report harassment **before** it becomes severe or pervasive.

- Any employee who believes that he or she has been subjected to objectionable conduct prohibited by this policy is encouraged (but not required) to let the offending person know immediately and firmly that the behavior is offensive.
- Any employee who believes that he or she has been subjected to, or witnessed, objectionable conduct prohibited by this policy must report it to their immediate supervisor or a member of management if the supervisor is the offending individual.
- Every reported incident of harassment or discrimination will be investigated.
- Individuals reporting complaints or providing information in good faith in connection with an investigation will not be retaliated against for their participation in this procedure.

### ***Investigation***

Great Bay Services will promptly investigate all complaints of harassment, discrimination, or retaliation. The investigation will include a private interview with the person filing the complaint, and with witnesses if applicable. The person alleged to have engaged in harassment will also be interviewed.

Confidentiality will be maintained throughout the investigatory process to the extent consistent with an adequate investigation and appropriate corrective action.

## ***Responsive Action***

Employees found to have engaged in conduct in violation of this policy will be subject to disciplinary action, up to and including termination of employment.

No employee will be disciplined or otherwise retaliated against for filing a complaint or participating in the investigation of a bona fide complaint. However, an individual who brings a false or frivolous complaint is subject to discipline up to and including termination.

## **Violence in the Workplace**

The potential for violence to occur in the workplace is something that we all must recognize. Conduct that threatens, intimidates or coerces another employee, customer, vendor, or business associate will not be tolerated. GBS resources may not be used to threaten, stalk, or harass anyone at the workplace or outside the workplace. GBS treats threats coming from an abusive personal relationship as it does other forms of violence.

Indirect or direct threats of violence, incidents of actual violence and suspicious individuals or activities should be reported as soon as possible to a supervisor or any member of management. When reporting a threat or incident of violence, the employee should be as specific and detailed as possible. Employees should not place themselves in peril, nor should they attempt to intercede during an incident.

Given the nature of our mission, it is possible to come into contact with people we serve who have mal-adaptive behavior, some of whom may exhibit assaultive behavior. These types of episodes should be reported using the Incident Reporting procedure.

Employees should promptly inform GBS's Human Resources Representative (Executive Director) of any protective or restraining order that they have obtained that lists the workplace as a protected area. Employees are encouraged to report safety concerns with regard to domestic/intimate partner violence. GBS is committed to supporting victims of domestic/intimate partner violence by providing referrals to community resources and providing time-off for reasons related to domestic/intimate partner violence.

GBS will promptly and thoroughly investigate all reports of threats of violence or incidents of actual violence and of suspicious individuals or activities and will involve local authorities as it deems appropriate or necessary. The identity of the individual making a report will be protected as much as possible. GBS will not retaliate against employees making good-faith reports of violence, threats or suspicious individuals or activities. In order to maintain workplace safety and the integrity of its investigation, GBS may suspend employees suspected of workplace violence or threats of violence, either with or without pay, pending investigation.

Anyone found to be responsible for threats of or actual violence, or other conduct that is in violation of these guidelines will be subject to prompt disciplinary actions up to and including termination of employment.

GBS encourages employees to bring their disputes to the attention of their supervisors or Human Resources representative before the situation escalates. GBS will not discipline employees for raising such concerns.

### ***Weapons***

The possession or use of weapons, fire arms, fireworks, or any other dangerous objects or materials while on duty is strictly prohibited. Weapons of any kind are strictly prohibited from all Great Bay Services' locations and properties, including vehicles. Violation of this rule shall lead to prompt disciplinary actions up to and including termination of employment.

### **Ethics Policy**

Ethics are integral to the successful achievement of our mission at Great Bay Services. Employees are expected to comply with this policy and to hold to the highest ethical standards. Engaging in unethical practices is strictly forbidden. Employees must treat all co-workers, the folks we serve, and external parties with honesty, integrity, and fairness in all regards.

Although there is no way to identify every possible violation of ethics which warrants discipline, the following list provides examples:

- Unauthorized possession and/or the deliberate destruction of the organization's, individual's or staff's property.
- Fraud, gambling, carrying weapons or explosives, or violation of criminal laws on or off agency premises, while working with the individuals we serve, or while representing Great Bay Services.
- Fighting, throwing things, practical jokes, or other disorderly conduct which may endanger the well-being of any staff member, any individual we serve, or the organization's operations.
- Threatening, intimidating, coercing, using abusive language, or interfering with fellow employees or the people we serve.
- Conduct which the organization believes reflects adversely on the employee, the folks we provide supports to, or the organization.

### ***Confidential, Proprietary and Other Nonpublic Information***

The protection of confidential information and proprietary inventions is vital to the interest and the success of Great Bay Services. Rules pertaining to the use and disclosure of confidential information are listed below:

- Information entrusted to employees must be treated as confidential and privileged, and must not be disclosed to anyone, either inside or outside Great Bay Services, who does not have a legitimate need for the information.
- Confidential financial information about Great Bay Services must not be disclosed to outsiders.
- Using confidential information for personal gain is strictly prohibited.

“Confidential Information” is defined to mean information of Great Bay Services and/or the folks we serve, including, but not limited to, Great Bay Services’ existing and contemplated products and services; procedures of distributing, pricing, selling and marketing products and services; confidential and proprietary information related to current, former, and prospective clients. Confidential and proprietary information related to vendors, and suppliers; employee data; financial information, donor names and information; trade secrets and proprietary information; treatments, applications, procedures, and testing methods; research and development initiatives; pending projects and proposals; marketing, business and financial plans; proprietary literature and publications; and other confidential and proprietary information of Great Bay Services, all of which are unavailable or not known to the general public or to individuals or entities working in the same or similar sector.

No persons shall disclose the results of a human immunodeficiency virus (HIV) test of an employee or an individual we serve, except if requested by law as follows and noted in MRSA 19203 statute. See link:

<https://www.mainelegislature.org/legis/statutes/5/title5sec19203.html>.

Subject of test; designated health care provider; authorized person; certain health care providers; research facilities; anonymous testing sites; other agencies; bureau of health; medical records; court ordered disclosure; access by health information exchange or other entity.

The disclosure of Great Bay Services’ confidential, proprietary or other nonpublic information, whether intentional or unintentional, will be subject to disciplinary action, up to and including termination, even if he or she does not actually benefit from the disclosed information.

While GBS respects every employee’s right to privacy, employees should have no expectation of total privacy in relation to GBS equipment, including desks, cabinets, computers, email, etc. All the equipment, materials, and furnishings used in your position belong to GBS and are subject to GBS control and monitoring. See SECTION 5: EMPLOYEE CONDUCT for more information.

### ***Consumer Confidentiality and Integrity of Client Records***

The protection of confidential information and documentation is vital to the interests and success of Great Bay Services and the folks we serve. Rules pertaining to the use and disclosure of confidential client information as well as integrity of client records are listed below:

- “Confidential Information” is defined to mean information about Great Bay Services and/or the individuals we serve, including but not limited to confidential and

proprietary information related to current, former, or prospective clients; treatment/services provided to the folks we serve; grievances; pending services or proposals of service; and other confidential information or proprietary information of Great Bay Services and its employees, all of which are unavailable or unknown to the general public or to individuals or entities working in the same or similar sector.

- Information entrusted to employees must be considered confidential and privileged, and must not be disclosed to anyone, either inside or outside of Great Bay Services, who does not have a legitimate need for the information.
- Great Bay Services employees will maintain the integrity of all client records, and abide by the policies prohibiting back dating entries, use of correction labels and tapes. Every entry to paper records will be legible and easily recognizable. Any late entries on paper records will be noted as such.
- Paper and electronic information about the individuals we serve is to remain protected at all times. Paper files containing sensitive, identifying information should remain in office/secured. Telephone communications should be conducted on password protected Great Bay Services provided cell phones or in-office phones. Emails shall be encrypted whenever containing sensitive, personal identifying information, and computers shall be password protected by assigned users.

Great Bay Services will retain inactive client records for a minimum for seven (7) years following the last date of service. Any inactive paper records will be archived in our electronic records system following the seven year timeframe, and the paper copies will be disposed of in a secure manner.

The individuals whom we serve and/or guardians can be assured that the disclosure of Great Bay Services confidential, proprietary, or other non-public information, whether intentional or unintentional, will be subject to disciplinary action up to or including termination, even if the employee does not actually benefit from the disclosed information.

## **HIPAA**

The Health Insurance Portability and Accountability Act of 1996, as supplemented by the HITECH Act of 2009 (collectively, HIPAA) are federal laws that apply to health plans, health care providers and health care clearinghouses. HIPAA legislation is complex and has many components; the major focus for GBS is in relation to privacy and HIPAA's requirement for appropriate safeguards to protect the privacy of personal health information and setting limits and conditions on the uses and disclosures that may be made of such information without authorization

This means that GBS employees must take appropriate and reasonable steps to keep the health information of the folks we serve secure, and to protect against unauthorized disclosure of any personally-identifiable health information (protected health information, or PHI) that pertains to the individuals to whom we provide services.

GBS provides all new employees with a HIPAA overview during new employee orientation and yearly HIPAA training. Great Bay Services also provides all clients/guardians a copy of the HIPAA rights and responsibilities upon intake. Releases of Information must be obtained by a GBS Personnel member and be signed on file, prior to any exchange of sensitive or identifying information in regards to an individual we serve and/or their care.

Violations of HIPAA are extremely serious and may result in disciplinary action up to and including termination.

### ***Conflicts of Interest***

Employees must manage their personal, financial, and business affairs to avoid conflicts of interest or the appearance of a conflict of interest. A conflict of interest arises when an employee's personal interest in a transaction, or an obligation s/he owes to someone else, comes into conflict with the employee's obligation to Great Bay Services or the individuals who the organization serves.

If an employee is confronted with a conflict of interest, s/he must disclose the conflict to her/his manager, describe the facts giving rise to the conflict, and excuse themselves from any deliberation or decision with respect to the transaction.

Employees must not accept anything of value from vendors, suppliers, or others in return for any business, service, or confidential information of Great Bay Services; the IRS defines this as items with a value of \$25 or more.

Employees are not allowed to accept ANY gifts of ANY value from the individuals who we serve. Such an exchange can be seen as supporting a "special" relationship, setting an expectation, or construed as possibly giving special treatment.

Gifts that can be shared amongst the staff as a whole are allowable, such as food items.

### ***Code of Conduct***

The Code of Conduct embodies standards for Great Bay Services employees in their professional relationship with the individuals served, with parents and/or guardians, with professional colleagues and with the community. In abiding by this Code, staff must view their obligations in as wide a context as the situation requires, and must choose a course of action consistent with the spirit and intent of this Code.

1. Purpose  
Great Bay Services operates in all ways and at all times with the highest standards of integrity and professional conduct. The Great Bay Services Board of Trustees adopted this Code of Conduct Policy on October 18, 2016.
2. Definitions:  
"Responsible Persons" include all people serving as Board or staff members of Great Bay Services ("GBS" or "Organization").

Assets of GBS include principally employees, proprietary information, financial resources, land, building and other physical assets.

3. Maintaining Ethical Conduct

With respect to ethical conduct, Responsible Persons:

- Conduct Organization operations in an ethical and constructive fashion
- Demonstrate courtesy, respect, honesty, and fairness with donors, the people we serve, suppliers, competitors, employees, partners, associates, and other Responsible Persons in all interactions
- Comply with laws, regulations, grant requirements, contracts, and policies applicable to the Organization
- Promptly investigate and work to resolve health, safety, legal or security violations, or potential violations of the Code of Conduct or Conflict of Interest policies
- Are environmentally conscious in conserving resources and protecting the environment which the Organization operates.

4. Protecting the Organization's Reputation

With respect to protecting the Organization's reputation, Responsible Persons:

- Will engage in all activities in a manner which promotes the mission of the Organization
- Strive to provide the highest quality of services, working for constant improvement of quality in all areas
- Avoid, while on Organization business, any activity that is or gives the appearance of being unhealthy, unsafe, illegal, immoral or in other ways potentially harmful to the Organization
- Avoid activities which conflict with or impair the performance of one's duties
- Refrain from providing false or misleading information about the Organization and its affairs to any party.

5. Protecting the Organization's Assets

With respect to protecting the Organization's Assets, Responsible Persons:

- Protect and use assets of the Organization in fair and responsible ways
- Recognize that employees are the Organization's most valuable asset, and strive to create a constructive, empowering and fulfilling work life, and a working environment that is safe and productive
- Maintain confidentiality of all records in their care and possession including information about: donors, the people we serve, vendors, employees, and other Responsible Persons

In addition:

As a staff member of Great Bay Services, I:

- a. recognize my responsibility to be a role model for the individuals served by this organization
- b. will always act in the best interest of the people who depend on my service.



- c. recognize that our community services for people with intellectual disabilities are based on humanitarian ideals and individual rights to community participation;
- d. am dedicated to the principle of supporting people with disabilities to live a dignified life;
- e. shall provide community services in a spirit of integrity, compassion, respect for individual differences, commitment to service, and with a belief in the dignity and worth of human beings;
- f. shall respect the privacy and confidentiality of the people I serve;
- g. shall recognize my personal and professional responsibility to contribute ideas, findings, knowledge, and practice to the services I provide;
- h. shall support the principle that quality service requires appropriate education and experience;
- i. shall not discriminate because of race, color, religion, age, sex, sexual orientation, handicap, or national ancestry and will work to eliminate or prevent such discrimination in rendering services, in work assignment and in employment practices.
- j. shall be accountable for my statements and actions with respect to individuals with developmental disabilities, as a representative of Great Bay Services.

### ***Whistleblower Policy***

Great Bay Services (“GBS” or “Organization”) expects its Board members and employees to observe high standards of business and personal ethics in the conduct of their duties and responsibilities in accordance with the GBS Code of Conduct policy (“Code”). Employees and representatives of the organization must practice honesty and integrity in fulfilling their responsibilities and comply with all applicable laws and regulations.

Board and staff members are required to annually acknowledge that they have read and understood the Policy.

The GBS Board of Trustees adopted this Whistleblower Policy on April 24, 2018.

#### ***Reporting Responsibility***

Each employee and Board member of GBS has an obligation to comply with the Code and to report in accordance with this Whistleblower Policy any suspected violation of the Code and any illegal activity engaged in by any GBS employee, Board member, or contractor (hereinafter collectively referred to as "Concerns").

#### ***No Retaliation***

This Whistleblower Policy is intended to encourage and enable employees or other stakeholders to raise Concerns within GBS for investigation and appropriate action. With this goal in mind, no employee who, in good faith, reports a Concern shall be subject to retaliation or adverse employment consequences. Moreover, an employee who retaliates against someone who has reported a Concern in good faith is subject to discipline up to and including termination of employment.

### *Reporting Concerns*

Employees are encouraged to discuss Concerns with the Executive Director or a member of the Board of Directors prior to submitting a formal report. A formal report under this policy must be made in writing, but may be made anonymously. The individual should report the Concern to either the Executive Director of GBS or a member of the Board of Directors or both.

It will be the responsibility of the Executive Director to assure that contact information for reporting whistleblower Concerns in person or anonymously is posted in a central GBS office location and kept current to facilitate reporting.

### *Handling of Reported Violations*

All received Concerns will be forwarded promptly to the Executive Committee of the Board of Directors in accordance with the procedures set forth herein. The Executive Committee shall be responsible for investigating, and making appropriate recommendations to the Board of Directors, with respect to all reported Concerns.

The Executive Committee will promptly investigate all reports, and appropriate corrective action will be recommended to the Board of Directors if warranted by the investigation. In addition, action taken must include a conclusion and/or follow-up with the complainant (if the Concern is not reported anonymously) for complete closure of the Concern.

The Executive Committee has the authority to retain outside legal counsel, accountants, or any other resource deemed necessary to conduct a full and complete investigation of the allegations.

### *Acting in Good Faith*

Anyone reporting a Concern must act in good faith and have reasonable grounds for believing the information disclosed indicates an improper accounting or auditing practice, or violation. The act of making allegations that prove to be unsubstantiated, and that prove to have been made maliciously, recklessly, or with the foreknowledge that the allegations are false will be viewed as a serious disciplinary offense and may result in discipline, up to and including termination of employment. Such conduct may also give rise to other actions, including civil lawsuits.

### *Confidentiality*

Reports of Concerns, and investigation pertaining thereto shall be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

Disclosure of reports of Concerns to individuals not involved in the investigation will be viewed as a serious disciplinary offense and may result in discipline, up to and including termination of employment. Such conduct may also give rise to other actions, including civil lawsuits.

## **Substance-Free Workplace**

The Drug-Free Workplace Act of 1988 requires Great Bay Services, as a federal contractor and grant recipient, to provide a drug-free workplace. As a result, the following is prohibited:

- Reporting to work under the influence of alcohol or illegal drugs or substances, including the illegal use of prescription drugs;
- The illegal use, sale, manufacture, distribution, dispensation or possession of drugs while on organization business or premises and while operating vehicles on organization business;
- The use, sale, possession, transfer or purchase of alcoholic beverages on organization premises or while performing organization business, except in connection with organization-authorized events; and
- Working under the influence of prescription or nonprescription drugs that could impair judgment or motor functions and potentially place persons or property in jeopardy.

Great Bay Services will not condone criminal activity on its property, or on property under its direct control, and will take appropriate action up to and including terminating an employee, or requiring him or her to participate in a drug abuse assistance or rehabilitation program.

As a condition of employment, employees must abide by the terms of this policy and must notify Great Bay Services of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction.

Great Bay Services has the right to conduct a search of all organizational owned property (desks, cabinets, etc.) and employee property on the facilities, such as handbags and briefcases, if there is reasonable suspicion to believe that a violation of the substance abuse control policy has occurred. Great Bay Services may, but is not required, to obtain the employee's consent when property used by an employee is to be searched.

## **Employment Classification**

As defined by their specific Job Description, all employees are classified as:

1. Exempt or Non-Exempt – referencing whether the position is eligible or not for overtime compensation according to the overtime provisions of the Fair Labor and Standards Act (FLSA).
  - a. Non-Exempt: employees that are entitled to overtime pay, under the auspices of the FLSA, non-exempt employees who work more than 40 hours a week will be paid overtime at 1.5 the regular rate.
  - b. Exempt: employees not entitled to overtime pay
2. Regular or Temporary
  - a. Regular: An employee who has completed their Orientation Period

- b. Temporary: An employee who is hired to temporarily supplement the workforce or to assist in the completion of a specific project; employment beyond the initial stated period does not in any way imply a change in employment status
- 3. Full-Time, Part-Time, or Per Diem
  - a. Full-Time: An employee who is normally scheduled to work a standard thirty-five (35) hour or more per week
  - b. Part-Time: An employee who is normally scheduled to work between twenty (20) and thirty-four (34) hours per week
  - c. Per-Diem: Employees who normally work fewer than 20 hours per week and their schedule is subject to change.

## **At-Will Employment**

As Maine & New Hampshire are “employment-at-will” states, employment with Great Bay Services is at-will, meaning that either you or Great Bay Services may terminate the employment relationship at any time with or without a reason or notice.

Statements or promises, information in this Employee Handbook, or in any other publications, cannot modify this at-will employment relationship. Only a written and signed agreement by the Executive Director or the Board can change an individual’s at-will employment status.

## **Orientation Period**

The first ninety (90) days are considered the Orientation Period. Either the employee or Great Bay Services may end the employment relationship at will at any time during or after this period, with or without cause or advance notice.

The Orientation Period is intended to give new employees the opportunity to demonstrate their ability to achieve a level of performance acceptable to Great Bay Services and to determine whether the new position meets their expectations. Similarly, Great Bay Services uses this period to evaluate the employee’s capabilities, work habits, and overall suitability for the job.

The completion of the Orientation Period does not represent a guarantee of continued employment, as employment is always at-will.

Toward the end of each employee’s Orientation Period, the Executive Director will initiate a 90-day check-in to go over the employee’s experiences over the previous months, answer any questions, discuss any additional training that may be desired, and to explain and go over all benefits which become available as of the end of the Orientation Period. There are two additional new-staff check-in dates which occur at the 6-month and 12-month point in the individual’s employment. The purpose of these check-ins is to ensure that the employee has the

resources they need. After the one-year point, annual check-ins are handled by the employee's direct supervisor.

## **Employment Eligibility Requirements**

All applicants must complete multiple background checks before they can be hired as an employee, and these background checks will be conducted every 24 months after hire. Currently, background checks are done with the Bureau of Elderly & Adult Services (BEAS) State Registry, Criminal Records, and the Department of Motor Vehicles in Maine and NH, Maine State Bureau of Identification, (<https://exclusions.oig.hhs.gov>) Child Protective Services, Adult Protective Services, CNA/Direct Care Worker Registry. Hiring and retention will be conditioned upon a satisfactory report being received by Great Bay Services regarding results of the screening upon application. If the background screening report reveals something that may cause Great Bay Services to decide not to hire, GBS will notify the applicant of the results of the report and provide them with a copy. The individual then has 5 business days to review the report and challenge any elements that might be incorrect through the appropriate channel.

If Great Bay Services ultimately decides not to hire someone based in whole or in part on the contents of a background screening report, they will provide a notice to that person that states they weren't hired due at least in part to the result of the background screening report.

GBS will not hire or retain any person in any capacity who has a prior criminal conviction or disciplinary action by a professional licensing, registration, or accrediting body, which pertains to consumer abuse, neglect, or exploitation.

Any background check that presents a criminal conviction of any other kind, at any time during employment with GBS, will be reviewed on an individual basis by the Executive Committee. Any decision on employment, be it continued or terminated, will be documented accordingly, and added to the employee's record.

GBS new hires or retained employees may also review their background report as part of their personnel file at any time during employment through written request. The Executive Director will make arrangements for the employee to review the file within 48 business hours of the written request.

GBS shall acquire and retain evidence to demonstrate that all persons engaged in the provision of case management services meet the standards specified at 10-144-CMR 118 Chapter 2 of a Qualified Mental Retardation Professional (QMRP).

Employees whose positions require certification and/or licensure must present copies of these credentials to the agency before employment. Employees are required to provide proof of the continued validity of the certification/licensure at the time of the periodic renewal.

Persons who will drive the organization's vehicles must be at least twenty-five (25) years of age, have a clean driving record, and proof of a valid driver's license. Completion and maintenance of DOT certification and physical may also be required.

When the operation of a motor vehicle is expected or reasonably anticipated in the course of the employee's work, the agency shall conduct a check of the employees driving record. For staff that have convictions for operating under the influence or any other violations or accidents that indicate unsafe driving history within the past three years, the agency shall not permit the employees to transport persons.

All employees who will be driving for any part of their job will be required to provide proof of

- Valid driver's license
- Evidence of registration
- Evidence of state inspection
- Current auto insurance with liability limits of \$100,000/\$300,000

Background checks will be conducted at the expense of Great Bay Services, either directly or through reimbursement of fees associated with the employee's cost during the first paycheck following the start of employment.

Proof of eligibility to work in the United States is required through the completion of the I-9 federal form.

## **Personal Data Changes**

To help keep record and benefits program information accurate, please notify your human resources representative and department manager of any changes to your personal information, such as telephone number, mailing address, marital status, dependents, emergency contacts, and other possible relevant information.

## **Open Communication**

Employees should share their concerns, provide input, seek information, and resolve work-related issues by professionally discussing them with their supervisors. The simplest, quickest, and most satisfactory solution is often reached at this level.

If discussion with the employee's supervisor is not able to resolve the matter, the concern then may be presented to the next level of management. See [Grievance Procedure](#) for more information.

## **Job Descriptions**

All new employees receive an Employee Handbook as well as a job description upon successful hire, which outline job responsibilities and personnel policies and are used in reviewing performance, staffing requirements, training needs and rate of pay. The job descriptions are not fixed policies but are guidelines and are subject to change. Job descriptions will be reviewed by the supervisor, and with each employee annually along with performance evaluations, to revisit and ensure all tasks are being performed satisfactorily. Great Bay Services will expect new employees will sign an acknowledgement as part of the hiring process, or if the job description/tasks change. Each department will have the current job description in their department orientation manual and Great Bay Service's department managers will have a copy readily available for employee access if needed and provide to the employee at any time within 24 business hours upon written request.

## **Personnel Policies**

Personnel policies are outlined here in the Employee Handbook as well as more specifically tailored to each department, in the applicable department manual at GBS. Employees, persons receiving services, guardians, and advocates shall have access to personnel policies during regular business hours of the agency, except as provided below:

- a) GBS may restrict access to personnel policies by those listed above to specific locations or circumstances of oversight and supervision, if reasonable to do so as deemed by the Executive Director.
- b) Additional copies may be provided at a cost to the individual requesting, if deemed necessary and reasonable to do so under certain circumstances by the Executive Director.

These guidelines governing access to personnel policies, specific job descriptions, orientation and training, shall be provided to employees upon successful hire's at the agency's expense and GBS will expect new hires to sign an acknowledgement as part of the hiring process. GBS will also provide additional copies at no expense, promptly when requested in writing.

Policies and Procedures which are implemented at any of the Great Bay Services program level shall be consistent and in concert with policies and procedures of other related agency programs and with the agency as a whole. Policies are developed by the Leadership team at Great Bay Services, and subsequently presented to the Board for review and approval. These policies/procedures are reviewed at least annually by the Leadership team, to ensure there are no conflicts.

No restrictions of access may be imposed on authorized representatives of the Department, nor may fees be charged for copies of personnel policies when access and requests for copies of personnel policies are part of the legitimate functions of the Department.

## **Job Postings**

Most, but not all, current job openings will be emailed to all personnel and posted in a general area. Positions will be posted internally for two (2) days before being posted to external sources. Any employee who wants to apply for an open position within the organization should contact the hiring manager for that position.

Exceptions include special projects, Board of Trustees direction, and the discretion of the Executive Director.

## **Personnel Records**

In order to obtain their position, employees have provided personal information, such as address and telephone number. This information is contained in their personnel file. A personnel file is maintained for each employee of Great Bay Services. These personnel files contain confidential documents and are managed and maintained by the Executive Director.

Employees should keep their personnel file up to date by informing the Executive Director and/or the employee's supervisor of any changes. Employees also should inform the Executive Director and/or the employee's supervisor of any specialized training or skills they acquire, as well as any changes to any required licensure or insurance coverage. Unreported changes of address, marital status, etc. can affect withholding tax and benefit coverage. Further, an "out of date" emergency contact or an inability to reach employees in a crisis could cause a severe health or safety risk or other significant problem.

Access to your personnel file is limited to the Executive Director and assumes that each employee's manager maintains his or her own file with documents relevant to the employee's work performance, also accessible by the Executive Director. Employees shall have reasonable opportunity to inspect their personnel files. Upon written request provided to your department's direct supervisor, within 24 business hours the Executive Director will arrange an appointment for the employee to view his/her personnel records. No employee may alter or remove any document from his or her personnel file, which must be viewed in the presence of the Executive Director. If requested, a copy of all or any part of your file may be obtained at the cost of \$1 per page. If an employee disagrees with any information in the personnel file, and the organization does not agree to remove or correct such information, the employee may submit a written statement explaining the disagreement together with evidence supporting the employee's version. Such statement shall be maintained as part of the employee's personnel file and shall be included in any transmittal of the file to a third party and shall be included in any disclosure of the contested information made to a third party.

Great Bay Services does not disclose employees' personal medical and financial information, except as authorized by the relevant employee or as required or permitted by law.



Great Bay Services will retain inactive employee records for a minimum for seven (7) years following the last date of employment. Records of planned staffing and actual attendance shall be retained at each program for a period not less than 180 days. Any inactive paper records will be archived in our electronic records system following the seven-year timeframe, and the paper copies will be disposed of in a secure manner.

## **Training and Orientation**

Great Bay Services will provide to all new employees, orientation relevant to Great Bay as a whole and training that relates directly to the provision of services for which they are hired. This includes:

- Great Bay's mission, beliefs and values and other related services provides at GBS
- Education on IDD and Autism and Developmental theory
- Cultural competence issues relevant to the people we serve
- Overview of abuse and trauma and the implication for service and treatment
- Identification, response and reporting of abuse, neglect/exploitation; and the consequences of the failure to do so; mandated reporter discussion
- Job description, chain of command/supervisors and a review of the grievance policy
- Specialized techniques of communication and intervention, as applicable to the needs of persons served in the program;
- Maintaining Professional Boundaries

Specifically, for those who are hired to provide Case Management services for adults with intellectual disabilities and autism in the state of Maine, the following trainings also apply:

- Review of Section 13, Targeted Case Management service delivery
- Overview of services system, eligibility services
- Alternative communication devices and services
- EIS training and OADS Orientation training
- Rights and Responsibilities training
- Person Centered Planning, documentation (action notes) and assessments
- GBS Case Management department Policies and Procedures

Please see the Case Management Orientation and Training Manual for a complete list of trainings required within 60 days of hire and annual training requirements.

Case Management employees will not be assigned to duties requiring direct involvement with persons receiving services until orientation and training have been completed regarding the specific position, including general topics of reporting abuse and neglect, safety and emergency procedures, rights and confidentiality.

Remaining training and orientation will be completed within 60 days of hire subject to availability of training offered by Maine DHHS OADS.

Great Bay Services will provide ongoing, annual training and education for their employees, will ensure compliance with ongoing professional training for all employees, and will identify staff training need and provide such training as pertinent to services provided.

Annual in-service or external training will include:

- Individual reporting requirements for incidents of abuse, mistreatment, neglect, or exploitation
- Diversity education and or cultural competence training
- Ethics
- Confidentially
- Job specific competencies
- Documentation and record keeping

Great Bay will maintain records of completion of orientation and training. The agency shall maintain written, accessible documentation that orientation and ongoing training have been completed as described in applicable rules on Maine and NH. The documentation shall include at a minimum, curriculum, names and credentials of persons providing orientation or training, dates orientation or training was provided, the length of time of each orientation and/or training session, and the dated signature of the trainee acknowledging receipt of the orientation or training.

## **Performance Evaluation and Review**

The supervisor and program manager or designee will review the performance of each employee as it relates to the description of duties and responsibilities in the job description. These reviews will be documented and then provided to and reviewed with each employee. Supervisors and employees are encouraged to discuss job performance and goals informally, as needed. A formal written performance evaluation may be conducted at the end of an employee's Orientation Period; this includes at the conclusion of the first six and twelve months of employment, whether Full- or Part-Time.

Additional formal performance reviews will be conducted annually to provide both supervisors and employees the opportunity to review job tasks, recognize strengths, identify and correct weaknesses, and discuss positive approaches to achieving goals and be used in the determination of promotion and dismissal.

The supervisor and employee will develop individual performance goals and training plans annually or as the need arises.

## **Supervision**

Monthly, but no less than quarterly, supervision will occur between supervisors and employees from each department.

Specifically, for Case Management staff in Maine, supervision will occur monthly as a group, and if needed individually, more frequently as determined by the CCM Supervision team.

Supervision shall include:

- Review of case records, including PCP
- Documentation of case records
- Review of case records management activities, including adequacy and completeness of screenings, assessments, referrals, etc.
- Participation in the development of the employee's individual, group, and family support skills, as applicable
- Maintenance of record of supervision, including dates, employees supervised, duration and content of supervision signed by the supervisor
- Issues relevant to the duties being performed

## **Grievance Procedure**

If employees have a job-related problem, question, or complaint, they should discuss it with their supervisor.

In the event, the employee is not satisfied with the supervisor's response, or if the matter is not resolved, the employee may proceed using the following procedure:

- Employee grievances shall be submitted in writing to the employee's immediate supervisor.
- The employee's supervisor must respond in writing within seven to ten business days of receipt of the grievance.
- If the grievance is not resolved to the employee's satisfaction, the employee may submit their grievance in writing to the Executive Director within seven to ten business days of the supervisor's response. The Executive Director will make a determination on the matter which will be final and respond in writing within seven to ten business days.

## **Progressive Discipline**

Employees are encouraged to exercise good judgment and common sense in the conduct of their job. Every employee has the duty and the responsibility to be aware of and abide by existing rules and policies. Employees also have the responsibility to perform their duties to the

best of their ability and to the standards as outlined in their job description or as otherwise established.

Any conduct which, in the judgment of management, interferes with or adversely affects the interests or business of the organization, your employment, or the employment of other employees is sufficient grounds for disciplinary action regardless of whether such conduct is a violation of a policy outlined in this handbook. If you have any questions about whether particular conduct may result in disciplinary action, ask the Executive Director.

GBS supports the use of progressive discipline when an employee has failed to perform adequately or has committed an act inconsistent with the interests or business of the organization or the employment of the employee or other employees. Progressive discipline has been designed consistent with our organizational values, HR best practices, and employment laws. Progressive discipline is designed to provide a corrective action process to improve and prevent a recurrence of such actions. Specifically, depending on the conduct, the discipline, in the sole discretion of management, may range from verbal notification to immediate discharge, even without prior discipline.

Outlined below are the steps of our progressive discipline procedure. GBS reserves the right to combine or skip steps in this process depending on the facts of each situation and the nature of the offense. The level of disciplinary intervention may also vary. Some of the factors that will be considered are whether the offense is repeated despite coaching, counseling and/or training; the employee's work record; and the impact the conduct and performance issues have on our organization.

The following outlines GBS's progressive discipline process:

- **Verbal Counseling:** A supervisor verbally counsels an employee about an issue of concern, and a written record of the discussion is placed in the employee's file for future reference. If three (3) verbal counseling sessions in regard to the same concern or offense have been issued the next step in the progression must be taken.
- **Written Warning:** Written warnings are used for behavior or violations a supervisor considers serious or in situations when verbal counseling has not helped change unacceptable behavior. Written warnings should be signed by the employee and are placed in an employee's personnel file. Employees should recognize the grave nature of the written warning. If two (2) written warnings in regard to the same concern or offense have been issued the next step in the progression must be taken.
- **Corrective Action Plan:** Whenever an employee has been involved in a disciplinary situation that has not been readily resolved or when he/she has demonstrated an inability to perform assigned work responsibilities efficiently, the employee may be given a final warning or placed on a Corrective Action Plan. This plan will last for a predetermined amount of time not to exceed 90 days. Within this time period, the

employee must demonstrate a willingness and ability to meet and maintain the conduct and/or work requirements as specified by the supervisor and the organization. At the end of the performance improvement period, the performance improvement plan may be closed or, if established goals are not met, dismissal may occur. Only one (1) Corrective Action Plan can be issued per concern or offense.

- Suspension, with or without pay
- Termination of employment, with or without notice

In deciding the appropriate discipline, the organization may consider a number of factors, such as:

- The seriousness of the conduct;
- Impact of the conduct on other employees;
- Employment record;
- Employee's ability to correct conduct;
- Effect of conduct on the individuals we serve;
- Effect of conduct on the organization's business interests; and
- Other relevant circumstances.

GBS reserves the right to determine the appropriate level of discipline for any inappropriate conduct, including oral and written warnings, suspension with or without pay, demotion, and discharge.

This policy, like all other policies in this handbook, does not change employees' at-will relationship in any way. Employees may be terminated without cause, without notice and without following all of the steps outlined above.

## **MEDICATION ERROR GUIDELINES AND DISCIPLINARY PROCEDURE**

In order to provide quality services to the people we assist, it is vital that the administration of Medications be done in an accurate and timely manner. Staff is thoroughly trained, and no margin of error is allowed.

Every time a medication error occurs, an Incident Report and Med Error Report must be completed. The Program Administrator is required to follow up with an appropriate response by following the policy guidelines. All follow up is required to be documented with copies provided to the Executive Director.

Medication errors will be classified as either Minor or Major by the Nurse Trainer. Minor Medication errors are typically less dangerous to an individual's health and safety. The agency will consider this when determining disciplinary actions. The Nurse Trainer reserves the right to

suspend the certification of any Authorized Provider in the interest of the safety of the folks we serve.

Great Bay Services provides training to employees to ensure proper medication administration for the individuals we assist. Medication errors can result in serious consequences for these individuals. The most common types of medication errors include, but are not limited to:

- Wrong medication
- Wrong dosage
- Wrong route
- Wrong date/time
- Wrong consumer
- Incorrect documentation
- Omission of dose

To appropriately address medication errors, the following steps will be followed for all medication errors:

FIRST MEDICATION ERROR (in a 12-month period beginning with first error)

- Nurse Trainer review with staff, coaching, performance enhancement training.
- Supervisor documents training due to med error (give a copy to ED for personnel file)

SECOND MEDICATION ERROR (in a 12-month period beginning with first error)

- Nurse Trainer review with staff, coaching, performance enhancement training.
- Nurse Trainer will review and recommend curriculum and action appropriate for the situation for the employee. (Document and give a copy to ED for personnel file)
- Supervisor provides a written warning with statements of performance expectations.

THIRD MEDICATION ERROR (in a 12-month period beginning with first error)

- Nurse Trainer review with staff, counseling, performance enhancement training.
- One day suspension from work without pay
- Staff must attend two-hour medication review (Document and give a copy to ED for personnel file)
- Supervisor provides a written warning with statements of performance expectations

FOURTH MEDICATION ERROR (in a 12-month period beginning with first error)

- Nurse Trainer review with staff, counseling, performance enhancement training.
- Two-day suspension from work without pay
- Attend Nurse Trainer 8-hour class on medication administration without pay (Document and give a copy to ED for personnel file)
- Supervisor provides a written warning with statements of performance expectations

FIFTH MEDICATION ERROR (in a 12-month period beginning with first error)

- Termination

## **Separation from Employment**

Either the employee or Great Bay Services can terminate the employment relationship at will. If you do plan to leave, please talk it over first with your supervisor or the Executive Director. Such a discussion may prove very helpful to you. When an employee is preparing to leave employment, we request that the employee complete their work assignments whenever possible. It is always a good policy to leave on good terms.

The Termination Date is considered the last day of work. At that time, the employee will return all agency property. Accrued, but unused Paid Time Off will be paid in the last paycheck.

Health insurance terminates as of the Termination Date. Information for Consolidated Omnibus Budget Reconciliation (COBRA) continued health coverage will be provided.

Separation of employment within an organization can occur for several different reasons.

- **Resignation:** Although we hope your employment with us will be a mutually rewarding experience, we understand that varying circumstances cause employees to voluntarily resign employment. Resigning employees are encouraged to provide two weeks' notice, preferably in writing, to facilitate a smooth transition out of the organization. Management reserves the right to provide an employee with two weeks' pay in lieu of notice in situations where job or business needs warrant such action. If an employee provides less notice than requested, Great Bay Services may deem the individual to be ineligible for rehire depending on the circumstances regarding the notice given.
- **Job abandonment:** Employees who fail to report to work or contact their supervisor for three (3) consecutive workdays shall be considered to have abandoned the job without notice, effective at the end of their normal shift on the third day. The supervisor shall notify the Executive Director and Controller at the expiration of the third workday and initiate the paperwork to terminate the employee. Employees who are separated due to job abandonment are ineligible to receive accrued benefits and are ineligible for rehire.
- **Layoffs:** In the event an employee is let go from GBS due to lack of work, that employee will be eligible for rehire.
- **Termination:** Employees of GBS are employed on an at-will basis, and the company retains the right to terminate an employee at any time. Employees who are terminated are ineligible for rehire.

### ***Return of Company Property***

The separating employee must return all company property at the time of separation, including, cell phones, keys, PCs and any other GBS equipment in their possession. Failure to return some items may result in deductions from the final paycheck.

### ***Exit Interview***

Before you leave GBS, you may be invited to attend an exit interview. The interview will be scheduled in your last week with us. This is a confidential interview aimed at helping us to understand how we can improve our organizational performance. It focuses on aspects of our employment relationship with you including remuneration, training, working conditions, benefits, management practices, etc. We aim to learn from your comments and use these to make improvements where appropriate.

### ***References***

It is the organization's policy that in response to requests for information or references concerning present or former employees, the organization will verify only dates of employment and position title. Any other information will be provided only after receiving a signed release from an employee for the specified information, except in those instances where the organization is legally obligated to provide the requested information.

### ***Rehire***

Former employees who left GBS in good standing and were classified as eligible for rehire may be considered for reemployment. An application must be submitted per the Job Posting, and the applicant must meet all minimum qualifications and requirements of the position, including any qualifying exam, when required.

**Supervisors must obtain approval from the Executive Director prior to rehiring a former employee. Rehired employees begin benefits just as any other new employee. The previous tenure will not be considered in calculating longevity, paid time off accruals or any other benefits.**

An applicant or employee who is terminated for violating a GBS policy or who resigned in lieu of termination from employment due to a policy violation will be ineligible for rehire.



## **Section 3: Operational Policies and Quality Management**

### ***Communication with the Department***

Great Bay Services Governing body has an obligation to report, in writing, annual financial status, changes in policies and other information in regard to the organization as a whole, as soon as they are aware of such changes. The Executive Director, as a representative of the governing body of GBS, will report the following in writing to the Department of Health and Human Services:

- a) Any proposed change in location, name, or ownership of the agency ninety days in advance;
- b) A change in the Chief Administrative Officer (Executive Director), thirty calendar days prior to any planned change or within ten working days of any unplanned change;
- c) A change in policy or services sixty calendar days in advance;
- d) Notice of any legal proceedings arising from circumstances related to the provision of services or the continued operation of the facility/program (whether brought against the agency or against any employee), within two working days after the agency receives notice;
- e) Criminal conviction occurring in agency workplace, within two calendar days after receiving notice or learning of conviction;
- f) Audit discrepancies, within ten calendar days after receiving notice of significant discrepancies.
- g) Any formal complaint against Great Bay Services, pursuant to the provisions of Title VI of the Civil Rights Act of 1964, the Maine Human Rights Act, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and Regulations of the U.S. Department of Health and Human Services issued pursuant to these statutes at Title 45 Code of Federal Regulations Parts 80, 84, and 91, which result in a finding of reasonable grounds.

As it pertains to personnel, the Executive Director shall:

- a) maintain compliance with the Reportable Event policy as detailed further in this manual on page, 9 both personally and on behalf of the staff of GBS;
- b) ensure timely written notification to the Department in the event of a change in program director, medical director, or clinical director;
- c) provide written notification of arrests or indictments of staff related to drug use on the grounds of any program or location for the provision of services, within 24 hours of learning of the event.

### ***Annual Quality Assurance Survey***

In November of each year, Great Bay Services will conduct a Survey of Satisfaction of Services with 20% of the individuals served by each department by mail, from which a report will be

generated by the Quality Management Committee. This report on Satisfaction of Services will be shared with the Board of Trustees during the May (fiscal quarter 3) quarterly meeting, in preparation for the new fiscal year.

### ***Quality Management Committee***

The GBS Quality Management Committee is comprised of the manager from each of the GBS service departments. Each quarter, the committee meets to provide a general status update on the individual departments and discusses any problems or policy issues that have arisen. In addition, the Quality Management Committee is responsible for developing and distributing a Survey of Satisfaction of Services (described above) and analyzes the findings from returned surveys. The findings will be used for the development or revision of GBS agency or department specific policies as needed, annually. The revised policy manual(s) will be distributed to all GBS employees within a week of approval by the Board of Trustees. The survey findings and policy changes are also available to all employees, the individuals we serve, and guardians when requested in writing and shall be provided within 48 hours of the receipt of request.

## Section 4: Client and Employee Health & Safety

Safety is paramount and the responsibility of every employee and every individual we serve. Safety must be a part of every operation. GBS values the health, welfare, and safety of every employee and every person we serve, and strives to provide a safe, respectful, and healthful workplace and program location. It is the responsibility of each employee to conduct all tasks safely and efficiently, complying with all local, state and federal safety and health regulations and program standards, and with any special safety concerns for use in a particular area or with an individual we are supporting.

Although most safety regulations are consistent throughout each department and program, each employee has the responsibility to identify and familiarize themselves with the emergency plan for their working area. Each facility shall have posted an emergency plan detailing procedures in handling emergencies such as fire, weather-related events, and medical crises.

It is the responsibility of each employee to practice safe work habits. Every task must be performed with a shared concern for fellow employees, individuals we serve, the public, and ourselves. A violation of a safety precaution is an unsafe act and may lead to disciplinary action. Please observe the following precautions:

- Notify your supervisor immediately of any emergency. If you are injured or become ill at work, you must inform your supervisor immediately;
- Use, adjust and repair machines and equipment only if you are trained and qualified;
- Know the locations, contents and use of first aid materials, police and fire alarms and fire-fighting equipment;
- Wear personal protective equipment in accordance with the job you are performing;
- Use safe lifting techniques and maintain safe working areas free of slip/trip/fall hazards;
- Report any unsafe working condition or unsafe working practice;
- Understand your job fully and follow instructions. If you are not sure of the safe procedure, don't guess - ask your supervisor; and
- The use of alcoholic beverages or the illegal use of drug substances during work hours will not be tolerated.

### ***Safety Committee, Safety Management Program Policy & Purpose***

Great Bay Services has a Safety Committee that has developed a program for identifying and reducing unanticipated adverse events and safety risks to the folks we serve and to employees. That Committee has one or more members from each site to assist in management of the organization-wide program, ensuring that all regulations are implemented and maintained.

All employees and folks we serve shall receive instruction in applicable safety management including but not limited to: building safety, fire response, environmental safety, slip/trip/fall

hazards, transfers/ambulation, infection control/hand washing, and hazardous waste handling and disposal, basic safety risk management and other standard safety precautions.

Direct Care employees shall monitor the understanding and compliance with safety management of the individuals we serve on an ongoing basis. Department managers/team leaders will monitor employee understanding and compliance with safety management on an ongoing basis. Direct Care employees will attend education programs as part of Great Bay Services orientation, be reviewed annual on safety compliance, and in addition as needed to assure safety for all employees and the individuals we serve.

Information identified about risks and events will be evaluated by the safety program committee and recommendations will be made to reduce or eliminate practices leading to safety issues. Documentation of incidents, including follow up documentation with trends and patterns will be incorporated into Great Bay Services performance improvement plans.

The purpose of the committee and program policy is to foster a safe environment throughout Great Bay Services by integrating safety priorities into relevant processes, functions, and services. It also aims to greatly improve safety for both employees and the individuals we serve by reducing risk of system or process failure, and to inform the employees and folks we serve of their responsibilities in the event of an emergency or other adverse event.

Great Bay Services will conduct an annual environmental site inspection to identify hazards, unsafe practices, environmental deficiencies, and opportunities for improvement.

## **Fire Prevention and Disaster Plan**

Employees' good housekeeping and watchful care are among our best guarantees of fire safety. It is all employees' responsibility to acquaint themselves with fire regulations and to learn the location of the fire extinguishers, fire alarm stations, exits in the facility, and evacuation plans. Employees are required to participate in periodic drills to check the efficiency of these systems.

## **Lockdown**

In the event of a threat from the outside, GBS may initiate a Lockdown in which all employees and program participants must remain INSIDE the building. Employees should familiarize themselves with these procedures and participate in periodic drills to check the efficiency of these systems.

## **Incident Reports**

Employees who are involved in or witness an accident or major incident should report it immediately to a supervisor and complete an Incident Report and submit the report to their supervisor. Please see Handbook section related to Workman's Compensation.

## **Client Incidents, Accidents and Hazards**

Safety hazards related to the individuals we serve will be documented in the clinical record and brought to the attention of the Supervising Nurse by the Department Manager.

All accidents or injuries involving program participants will be reported to the Supervising Nurse/Program Manager and documented on an incident report. All injuries, illnesses and first aid incidents will be investigated. Investigation is focused on looking for causal factors or hazards. If an accident includes a program participant, appropriate actions will be initiated, including but not limited to any guardian or home staff notification and reporting to the appropriate State reporting system, if applicable. Medical follow up orders will be attained if needed, for attendance and participation in programming or any specific follow up activities/treatment.

## **Life-Threatening Illnesses, Infectious Diseases**

Great Bay Services is committed to maintaining a safe and healthy work environment for all employees.

Staff members are provided with instruction on the taking of "universal precautions" during initial orientation and later during periodic refresher training. Information regarding the application of "universal precautions" is available in our Standard Operating Procedures.

If there are any questions about this policy or its interpretation or the information upon which it is based, please contact the Executive Director.

# Section 5: Schedules, Compensation & Absences

## **Work Schedules**

Great Bay Services retains the right to vary work schedules according to its needs. Staffing needs and operational demands may necessitate amendments in start and end times, as well as variations in the total hours that may be scheduled each day and week.

Your supervisor will inform you of your expected work schedule and when/if amendments are needed. Notice of permanent changes to work schedules will be given with as much notice as possible, although last-minute temporary changes may need to occur periodically in order to cover for employees who call in sick or cannot cover their shift.

## **Recordkeeping**

All hourly employees are responsible for accurately recording the hours they work by punching in and out using the GBS time-clock system. You should also record the beginning and ending time of any departure from work for personal reasons.

Your supervisor must always approve overtime work before it is performed. PTO, vacation, sick, holiday leave is not used towards the calculation of OT.

All employees (including exempt employees) are required to record any vacation, sick or Paid Time Off taken.

Altering, falsifying, or tampering with pay records is strictly prohibited and shall result in disciplinary action, up to and including termination. This includes having a third party not authorized by GBS to punch in or out for you.

## **Breaks/Lunch for Hourly Staff**

Great Bay Services does not have a defined break policy in which operations stop for a specified period. It is recognized, however, that occasional pauses for rest are beneficial. Employees should work with their supervisor in order to determine when and how such breaks can be taken during their shift in order to maintain a steady level of staffing.

All hourly employees who work more than five consecutive hours will have at least a 30-minute unpaid lunch or eating period. Working through break/lunch period must be authorized by a supervisor and an employee must be paid for all hours worked.

## **Workweek & Payroll**

Great Bay Services' normal business hours are Monday thru Friday, 8:00 am to 4:00 pm. Payday is on every Friday, and the payroll period is Monday 12:00 AM to Sunday 11:59 PM.

If a holiday falls on payday, you will be paid on the last working day prior to the holiday.

## **Payroll Deductions**

Great Bay Services is required by law to deduct from your paycheck, federal, state, and local withholding taxes, social security taxes and any court-ordered withholding such as garnishments or child support payments. These amounts, which are designated on your pay stub, are forwarded directly to the appropriate entity.

Great Bay Services will also make other deductions that have been authorized by you, such as your elected insurances and other benefits.

## **Overtime**

When operating requirements or other work plan needs cannot be met during regular working hours, employees will be given the opportunity to volunteer for overtime work assignments. However, in instances where an insufficient number of employees volunteer, a supervisor may require employees to work overtime. All overtime work must receive the supervisor's prior authorization.

Overtime compensation is paid to all non-exempt employees in accordance with prevailing federal and state laws. Overtime pay is based on actual hours worked. Time off for grandfathered sick leave, grandfathered vacation leave, Paid Time Off, holiday, or any leave of absence will not be considered hours worked for purposes of performing overtime calculations.

Working overtime without prior authorization from your supervisor may result in disciplinary action up to and including termination.

## **Expense Reimbursement**

Prior approval is needed for all expenses and must be directly related to GBS business.

Employees must maintain accurate documentation of any business-related expenses incurred on behalf of Great Bay Services that need to be reimbursed. Expense/Reimbursement Reports should be filled out in their entirety with detailed information and backup receipts provided. Please note that non-approved charges or charges outside of or in excess of "normal" business will be excluded from the total reimbursement amount due to an employee. All

Expense/Reimbursement Reports should be submitted to the employee's manager for approval, and then forwarded to the Executive Director for final approval.

If travel by vehicle is required, GBS employees must carpool. Reimbursement for mileage to the same event for multiple employees will not be reimbursed without prior approval.

## **Administrative Pay Corrections**

If you become aware of an error in your pay or deductions, bring it to the attention of your supervisor so that it can be corrected as soon as possible.

## **Absences**

Regular attendance is a condition of employment.

Employees are expected to be at work on time and as scheduled. If you cannot come to work, or if you are going to be late, please give the organization as much advance notice as possible. Absence or late arrival of any employee makes it difficult to schedule and manage the work of the organization and increases the burdens on your co-workers. If you cannot give advance notice of absence, make every effort to notify the organization as early in the workday as possible. If you are going to be absent for more than one day, notify the organization every day, or make specific arrangements with your supervisor regarding notification. During any absence, you must make sure that the organization knows how to contact you.

Notices of absences should be given to your immediate supervisor. Notice to a co-worker is not acceptable.

In general, the organization will consider most reasonable requests for time off, if made in advance and depending upon the availability of other staff to meet the organization's needs.

Excessive or extended absence, even if excused, may require that the agency find a permanent replacement for the employee in order to carry out the organization's business. In such a case, if and when an employee is available to return to work, an attempt will be made to place the employee in any available job for which the person is qualified.

Unexcused absence/lateness will be grounds for discipline, up to and including termination, depending upon the frequency, duration, notice or lack of notice, and other circumstances, including the employee's total work record.

The organization may require explanation, including but not limited to doctor's certification of illness, for absences of three (3) days or more which it deems satisfactory. Eligibility for paid sick leave is contingent upon presentation of satisfactory proof of illness if requested



If you are absent for three (3) consecutive working days and do not notify your supervisor in accordance with this policy, you will be considered to have abandoned your job, and you will be terminated. See [Separation from Employment](#).

## **Emergency Conditions**

Emergency conditions, such as severe weather, power outages, or fire can disrupt operations and interfere with work schedules, as well as endanger employees. These extreme circumstances may require the closing of the work facility.

Work cancellation due to extreme weather conditions will be called at the discretion of the Executive Director or their designee. Closures will be posted with TV station WMUR and on the GBS Facebook page, as appropriate.

If the organization is not officially closed and employees cannot report to work due to severe weather, they must contact their immediate supervisor within two hours of the start of the scheduled workday. Vacation time may be used if available; otherwise, this time will be unpaid. At the discretion of the Executive Director, three (3) snow days may be paid per calendar year. The day selected will only apply to those scheduled to work that day and will pay their normal hours.

## **Parking**

Parking areas are provided for you at no cost. Do not park in spaces reserved for handicapped or agency vehicles. To avoid accidents, use courtesy and common sense when entering, parking, and leaving the area.

## **Staff Meetings**

Staff are expected to attend staff meetings, with the exception of those working with our consumers during meeting times. Meetings will be announced in advance.

## **Agency Vehicles**

GBS maintains two vehicles in New Hampshire for the transportation of our consumers to and from program. GBS does not maintain any vehicles in Maine for the transportation of consumers.

Since your safety and that of the individuals we serve is paramount to the organization, be sure to inform the Day Services Manager of any unsafe or defective features discovered during the vehicles use. This will ensure prompt, corrective action can be taken.

Normal operating care is expected to be exercised by all who drive agency vehicles.

**Seatbelts are to be worn at all times by everyone in the vehicle.**

Vehicles are to be used by authorized personnel for official agency business only.

**Vehicles should be kept clean and neat, any trash should be picked up and disposed of when you are done using a vehicle, and any spills or other messes need to be cleaned up as soon as possible.**

**There is to be no eating**, or drinking in GBS vehicles, the only exceptions to this will be for individuals we serve that need nourishment for medical reasons and drivers of AM or PM routes will be allowed to have a beverage with them, however this must be consumed **outside** of the vehicle.

There is to be no smoking in any vehicle at any time.

Drivers are prohibited from using cell phones or electronic devices while driving, this includes, but is not limited to, receiving or placing calls, texting, checking phone messages, emails or calendar items. If a call or text needs to be made, the driver should stop in a safe manner before using their phone.

Drivers are to obey all speed limits and other laws and should maintain a clean driving record. An initial Motor Vehicle Record check will be made upon applying to GBS.

Drivers requiring DOT Certification should obey all rules and regulations associated with their certification, including a DOT physical.

## SECTION 6: BENEFITS

### Holidays

Great Bay Services will grant paid holiday time to all eligible employees immediately upon hire. Holiday pay will be calculated based on the employee's straight-time hourly pay rate (as of the date of the holiday) times the number of hours the employee would have worked on that day, up to a maximum of 8 hours (for 40-hour staff) and down to a minimum of 6 hours (for 30-hour staff). Paid holiday time is not available to staff working fewer than 30 hours/week. If a recognized holiday falls during an eligible employee's unpaid absence (e.g., unpaid leave of absence or FMLA), then no holiday pay will be provided.

Paid holidays can be found on the Agency Calendar which is published by April 1<sup>st</sup> and sent via email to all employees (see your packet for the current calendar).

**To be eligible for holiday pay you must have worked your scheduled hours or been on previously approved leave the day before and after the holiday.**

### Insurance

Great Bay Services offers various health and life insurance options to employees. Eligible employees (see below) must sign-up for selected insurances within thirty (30) days of their Hire Date, after thirty (30) days if an employee has not submitted the appropriate application(s) they will be considered as "opted out." Unless otherwise stated, insurances become effective after the Orientation Period. All eligible employees must return the signed and dated applications for coverage indicating whether they wish to accept or decline the coverage.

Employee contributions toward the cost of any of the insurance options will be deducted from their pay, pre-tax to the extent applicable, automatically each payroll cycle. This will show on the paystub as a separate line item.

#### ***Medical Insurance***

*Regular Full-Time and Part-Time* employees committed to working 30 hours per week are eligible to enroll in Medical Insurance along with a contribution toward the cost of the plan from GBS. Medical benefits become effective after the Orientation Period is completed. However, the enrollment forms need to be submitted within 30 days of employment to ensure appropriate payroll deductions are put in place.

#### ***Dental Insurance***

*Regular Full-Time and Part-Time* employees are eligible to enroll in Dental Insurance, GBS will pay 100% of the employee's dental coverage, dependent coverage will be paid by the employee. Dental Insurance will become effective upon enrollment and is not dependent on

the numbers of hours worked per week. Enrollment forms need to be submitted within 30 days of employment.

### ***Vision Insurance***

Vision benefits for *Regular Full-Time and Part-Time* employees are available through our Medical Insurance and a supplemental plan through Delta Vision. The supplemental plan through Delta Vision is entirely employee paid.

### ***Short-Term Disability Insurance***

All *Regular* Employees, both *Full-Time and Part-Time*, are eligible to enroll in Short-Term Disability Insurance at the full plan rate; GBS does not subsidize Short-Term Disability in any way for any employee type. Short-Term Disability provides employees with income should they become totally disabled and unable to work for a period of time, as a result of non-work-related accident or illness. Benefits are typically equal to 60% of income.

### ***Long-Term Disability Insurance***

Great Bay Services offers all employees working 30 hours or more per week a fully paid long-term disability plan which provides employees with income should they become totally disabled for a prolonged period as a result of non-work related accident or illness. Benefits are equal to 60% of income beginning on the 180th day of continuing disability, not to exceed \$5,000 per month, payable for a period of five (5) years. Long-Term Disability will become effective upon enrollment.

### ***Life Insurance***

#### **Employee Life Insurance**

*Regular Full-time and Part-Time* employees are eligible for a fully-funded “Basic Life Insurance Policy.” This plan becomes effective the first of the month after enrollment. Full-time employees have a benefit of twice their annual salary; Part-Time employees committed to working a minimum 30 hours/week, have a benefit of one time their annual salary.

#### **Additional Life Insurance**

All *Regular* employees, both *Full-Time and Part-Time*, may purchase additional life insurance for themselves, spouses, or dependents. Voluntary Life Insurance benefits become effective the first of the month after enrollment. All premiums for voluntary insurance are paid via payroll deduction.

### **Workers' Compensation Insurance**

All employees are covered by workers' compensation insurance, which compensates an employee for lost time, medical expenses, and loss of life or dismemberment from an injury

arising out of or in the course of work. Employees must report any accident or injury immediately to his/her supervisor (and file an incident report as appropriate) and the Executive Director so that the necessary paperwork may be completed.

If you are injured or think you have been injured while working, no matter how slightly, you must report the injury immediately to your supervisor to protect your eligibility for compensation and alert Great Bay Services to any potential workplace hazards.

Workers' compensation is intended to cover only work-related injuries and illnesses. Because of this, neither Great Bay Services nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that might occur during employees' voluntary participation in off-duty recreational, social, athletic or community-based activities sponsored by Great Bay Services.

Independent contractors are not covered by the organization's worker's compensation insurance

## **Retirement Plans**

GBS offers a Tax Sheltered Annuity (403b) plan which allows employees to save and contribute to the plan with pre-tax dollars. Taxes are currently deferred until income is collected at retirement age, generally at a lower rate. More information can be obtained through the Executive Director or Controller.

## **Staff Development**

All employees are encouraged to stay up to date in their respective field, and GBS provides several avenues to assist them in that endeavor.

Great Bay Services will provide to all new employees, orientation relevant to GBS as a whole and training that relates directly to the provision of case management services for adults with intellectual disabilities and autism

### ***Relias Learning:***

Required online training courses are available for all staff who work directly with our members including Direct Support staff, Case Manager, Independent Living staff, and Employment staff.

### ***CPR & First Aid Training and Certification***

GBS provides classes for all employees to become and remain certified in CPR, First Aid, and AED. Employees hired without certification must complete the certification class at

the next available opportunity, and all employees should maintain their certification while employed at GBS.

### ***Training Reimbursement***

Requests to attend conferences and training opportunities should be made to your supervisor. GBS will pay for the cost of conference and training on a case by case basis. Some workshops or other training sessions may qualify for paid attendance, check with your supervisor.

## **Leave Provisions**

### ***a. The Family Medical Leave Act (FMLA)***

The Family and Medical Leave Act (FMLA) provides a means for employees to balance their work and family responsibilities. The FMLA entitles eligible employees of covered employers to take job-protected, unpaid leave for specified family and medical reasons.

To be eligible for FMLA leave, an individual must meet the following criteria:

- Be employed by a covered employer and work at a worksite within 75 miles of which that employer employs at least 50 people (*note that as of this revision, October 2020, Great Bay Services employs fewer than 50 people*);
- Have worked at least 12 months (which do not have to be consecutive) for Great Bay Services; and
- Have worked at least 1,250 hours during the 12 months immediately before the date FMLA leave begins.
- If you are not eligible or have exhausted such leave, you may qualify for leave under the ADA as a reasonable accommodation.

Eligible employees are entitled to:

- Twelve workweeks of leave in any 12-month period for:
  - Birth and care of the employee's child, within one year of birth
  - Placement with the employee of a child for adoption or foster care, within one year of the placement
  - Care of an immediate family member (spouse, child, parent) who has a serious health condition
  - For the employee's own serious health condition that makes the employee unable to perform the essential functions of his or her job
  - Any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is on active duty or has been notified of an impending call or order to active duty in the U.S. National Guard or Reserves in support of a contingency operation

- Twenty-six workweeks of leave during a single 12-month period to care for a covered servicemember with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the service member (Military Caregiver Leave)

Subject to the terms, conditions, and limitations of the applicable plans, GBS will continue to provide medical benefits during the FMLA Leave to employees receiving that benefit as of the time of their leave as if they were still working. No other benefits will accrue during the FMLA Leave, such as vacation or sick time.

Employees are required to first substitute any accrued paid leave (vacation, sick, personal, etc.) for periods of unpaid FMLA leave. Substitution means the accrued paid leave runs concurrently with the FMLA leave period, i.e., if the employee takes twelve weeks of FMLA Leave, but has seven (7) days of vacation and three (3) sick days accrued as of the time of the start of the FMLA Leave, the first two weeks will be paid using the accrued paid time off and the remaining 10 weeks will be unpaid.

Employees may take FMLA leave intermittently or on a reduced leave schedule (that is, in blocks of time less than the full amount of the entitlement) when medically necessary due to pregnancy, a serious health condition, or the serious illness or injury of a covered service member or when the leave is due to a qualifying exigency. Taking intermittent leave for the birth of a child, placement for adoption or foster care of a child is subject to the Executive Director's approval.

When the need for leave is foreseeable, employees must give GBS at least 30 days' notice, or as much notice as is practicable. When the leave is not foreseeable, employees must provide notice as soon as practicable in the particular circumstances. In requesting leave, an employee must provide sufficient information for GBS to reasonably determine whether the FMLA may apply to the leave request.

GBS may require that a serious health condition, or a serious illness or injury of a covered service member, be supported by a certification from the employee's health care provider, the employee's family member's health care provider, or an authorized health care provider of the covered service member. GBS may also require periodic reports of the employee's status and intent to return to work during the leave. Additionally, under certain conditions, GBS may require that an employee who takes FMLA leave for his or her own serious health condition submit a certification from the employee's health care provider that the employee can return to work, a "fitness-for-duty" certification.

So that an employee's return to work can be properly scheduled, an employee on FMLA Leave is requested to provide GBS with at least two (2) weeks advanced notice of the date the employee intends to return to work. Employees who return from FMLA leave are entitled to be restored to the same position or a similar position with equivalent pay, benefits, and other terms and conditions of employment.

If an employee fails to return to work on the agreed upon return date, GBS will assume that the employee has resigned.

Employees choosing to not return to work after their FMLA Leave may be responsible for reimbursing GBS for costs associated with the employee during their leave, such as GBS' portion of paid medical premiums.

The provision of the NH Maternity Leave Law is included in this provision, by reference.

### ***b. Bereavement Leave***

*Full-time Regular* employees may be allowed up to 4 days off with pay in the event of the death of an immediate family member. Please notify your supervisor as soon as possible if you need to take bereavement leave.

*Part-Time Regular* employees may be allowed up to 2 days off with pay in the event of the death of an immediate family member. Please notify your supervisor as soon as possible if you need to take bereavement leave

For the purposes of this policy, immediate family is defined as spouse, child, and grandchild, parent, brother, sister, grandparent, and those same relatives of your spouse.

Additional time off without pay may be granted at the discretion of your supervisor to attend the funeral of other relatives or friends. You also have the option of using any available vacation days in these instances.

### ***c. Jury Duty/Court Duty***

If you are called for jury duty or subpoenaed to appear in court as a witness, Great Bay Services will pay up to three (3) days (less any court pay received) per year to *Regular Full-Time* and *Regular Part-Time* employees. When the court obligation does not demand services for a full day, the employee must return to work. To receive this benefit, you must show the court summons or subpoena to your supervisor as soon as it is received. A leave of absence for jury duty and related court appearances will be granted to Full-Time and Part-Time regular employees who have been notified to serve.

### ***d. Military Leave***

Great Bay Services will grant military leave of absence in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA) of 1994.

### ***e. Leave of Absence***

Under limited circumstances, employees may be granted a leave of absence for emergency circumstances (where the employee does not have available other leave, such as sick leave, vacation leave, etc. and FMLA Leave would not qualify). Generally, this leave is only for



extraordinary circumstances, and the decision about whether an employee will be granted such leave is at the sole discretion of the Executive Director.

Employees should request a personal leave from their supervisor. The supervisor will bring the request to the Executive Director for consideration. Employees can be granted personal leave for up to three (3) months. Depending on the circumstances of the requested leave, employees may elect to continue health benefits under the group health plan under COBRA. Please see the Executive Director or Controller for more information.

All personal leave is unpaid. No benefits will accrue during the leave period. Leaves are not intended for employees who do not plan to return to work. Best effort will be made to return an employee returning from a personal leave of absence to the same or an equivalent job with equivalent pay, benefits, and other terms and conditions of employment.

### ***f. Voting***

Great Bay Services encourages employees to fulfill their civic responsibilities by participating in elections. Generally, employees can find time to vote either before or after their regular work schedule. Flexibility in the work hours will be allowed to accommodate your right to vote. Notify your supervisor before Election Day if you require any such accommodation.

### **Paid Time Off**

The employee's supervisor must approve Paid Time Off requests. Requests will be evaluated based upon various factors, including anticipated operating requirements and staffing considerations during the proposed absence. While Paid Time Off time will accrue from the employee's start date, such time cannot be taken within the Orientation Period. Paid Time Off which is over and above ten (10) days will be forfeited after the final payroll of the calendar year.

Upon termination of employment, employees will be paid for Paid Time Off accrued through the last day of work or as required by state law.

- *Regular Full-time* employees are required to take at least five (5) consecutive days off in a calendar year.
- An employee will earn no Paid Time Off during an unpaid leave of absence.
- Paid Time Off pay will be calculated based on the employee's straight-time pay rate (in effect when PTO benefits are used) times the number of hours the employee would otherwise have worked on the day(s) of absence.
- Paid Time Off does not include shift differentials, incentive pay, bonuses, or other special forms of compensation.
- Paid Time Off benefits for exempt employees are based on their normal wages.
- Paid Time Off for Part-Time employees is accrued based on the number of Regular and Overtime hours worked in that pay period.

Paid Time Off will be awarded to eligible employees according to the following schedules:

<b>Length of Service</b>	<b>Maximum Number of days (Part-Time: 20-34 hrs/week)</b>	<b>Number of days (Full-Time: 35+ hrs/week)</b>
1 to 5 years	8.5	20
5 to 10 years	12.75	30
10 + years	17	35
<b>Length of Service</b>	<b>Hourly Accrual Factor (Part-Time: 20-34 hrs/week)</b>	<b>Weekly/Hourly Accrual Factor (Full-Time: 35+ hrs/week)</b>
1 to 5 years	0.039	3.077/0.077
5 to 10 years	0.058	4.615/0.115
10 + years	0.077	5.385/0.135

## SECTION 7: EMPLOYEE CONDUCT

### Computer Use and Electronic Communication

Use of Great Bay Services' computer and telecommunication resources and other organization equipment by a person who is not properly authorized is not permitted. All employees have the responsibility to use their assigned computer and telecommunication resources in an efficient, effective, ethical, and lawful manner.

Employees may not install software not directly related to their position onto their individual computers or the network without management authorization to do so. Any duplication of copyrighted software, except for backup and archival purposes, is a violation of organization policy and federal law. Great Bay Services may delete unlicensed and personal software without notice.

All communications transmitted by, received from, or stored in Great Bay Services' computer systems are the property of Great Bay Services.

The following apply to use of Great Bay Services' computer and telecommunication resources and services:

- Employees must comply with all software licenses, copyrights, and all other state and federal laws governing intellectual property.
- Employees should not alter or copy files belonging to others without first obtaining permission from the owner of the file.
- No personal right of privacy exists in any file contained within or transmitted by Great Bay Services' computers. Great Bay Services reserves the right to monitor the operation of these systems, to access all records within them, and to retain or dispose of those records as it deems necessary.
- Electronic communication (e-mail, voice mail, Internet, etc.) should not be used in any way that is disruptive, offensive to others, harmful to morale, fraudulent, harassing, embarrassing, indecent, profane, obscene, intimidating or unlawful. Specifically prohibited are sexually explicit materials, ethnic or racial slurs, or anything that may be construed as disparaging of others based on race, national origin, gender, age, disability, sexual orientation, or religious or political beliefs. This also applies to downloading, displaying, or storing of such materials in Great Bay Services' computers.
- The computer and telecommunication resources and services of Great Bay Services may not be used for the transmission or storage of commercial or personal advertisements, solicitations, promotions, destructive programs (viruses and self-replicating code), religious, or political material.
- While Great Bay Services understands that employees occasionally use their computer and the Internet for personal use, such use should be kept to a minimum and should not interfere with the performance and completion of their job responsibilities.

- Employees are responsible for safeguarding their passwords for all GBS systems and programs. Individual passwords should not be printed, stored online, or given to others. Employees are responsible for all transactions made using their passwords.

## **Outside Employment**

Great Bay Services expects that all of its employees will be professionally committed to their position and responsibilities. Great Bay Services also supports employees who wish to engage in outside employment or community-related activities, as long as such efforts do not create a conflict of interest or interfere with the regular and punctual fulfillment of your work with Great Bay Services.

Employees who have questions regarding possible conflicts of interest should seek advice from their supervisor.

## **Personal Appearance**

Employees' attire must be respectable and practical for the work environment. As an employee you represent GBS; attire should be consistent with our public image, promote a productive work environment and comply with safety standards. Employees frequently serve as role models and should dress appropriately.

Employees are expected to practice good personal hygiene and daily grooming.

- Clothing must be clean and in good condition, with no obvious stains, tears, or holes.
- Clothing that is revealing is not acceptable.
- Shirts and tops must cover the chest, torso, shoulders, back, and abdomen.
- Logo shirts should be avoided, but certainly must not have profanity, violence, or provocative images on them.
- Employees are expected to use good judgment when choosing work attire. If you are questioning if an item is appropriate, you may want to choose something else.

This Dress Code Policy applies to all employees.

## **Personal Relationships**

Close family members such as parents, children, siblings, spouses, or in-laws will not be hired or transferred into positions where they supervise or are supervised by another close family member or member of the household. Similarly, an employee (or applicant as the case may be) will not be hired or transferred into positions where they supervise or are supervised by another employee who they are dating. If an employee in a supervisory position dates or

becomes related to an employee in a subordinate position, Great Bay Services reserves the right to request that one of the employees transfer to another position.

## **Phone Usage**

Personal calls should be kept to an absolute minimum and should not interfere with the employee's work at any time. Excessive use of the phones during work time will result in discipline. Please see the policy on progressive disciplinary measures in this handbook.

## **Cell Phone Usage**

Personal cell phone calls create a distraction. Employees should restrict personal calls during work time to urgent matters and scheduled breaks or lunch periods in non-working areas.

The use of cell phones while driving for work-related purposes including but not limited to transporting individuals, picking up supplies, or delivering packages is prohibited. This ban includes, but is not limited to receiving or placing calls, texting, checking phone messages, emails, or calendar. If an employee needs to use a cell phone while driving, the employee must first stop their vehicle in a safe location.

## **Political Activity**

Participation in political activities is acceptable as long as:

- It does not conflict with your work performance
- You make it clear in your interactions that you are acting as a private citizen, not representing Great Bay Services
- You do not use your position at GBS to influence other employees, the individuals we serve or their family members, or other business associates of GBS
- Staff should be aware that their own beliefs could influence the votes of the individuals we serve. Staff should use their judgement when discussing issues with or near program participants.

## **Social Media**

Social media are defined as online technology tools that enable people to communicate easily via the Internet to share information. For the purposes of this policy social media should be understood to include any website or forum that allow for open communication on the internet including, but not limited to:

- Social Networking Sites (LinkedIn, Facebook)
- Micro-blogging Sites (Twitter)
- Blogs (including company and personal blogs)
- Online Encyclopedias (Wiki)
- Video and photo sharing websites (YouTube, Flickr)

While social media can keep you connected with a broad range of colleagues and friends it also has inherent risks.

- Once information is released into cyberspace, it EXISTS FOREVER and CAN NEVER BE RETRIEVED. It can be copied and passed to thousands of people in a fraction of a second.
- You may think social media posts are private, but they are NEVER PRIVATE. They can be copied by your friends and passed on to people you don't know.

Because of the nature of social media, our policy is very clear and unequivocal: Protect confidential information at all times. Never post any information about a staff member, our organization, or individuals involved in our care, either by name or by any other descriptive nature, on any social media site, ever. This includes positive as well as negative comments, what may seem like an innocent "pat on the back" for handling a difficult medical situation could be a HIPAA violation, made far more serious by the broad dispersion of information via social media.

Great Bay Services does post photos of the individuals we serve on social media. This is only with the written consent of these specific people. Great Bay will not use the their name or any other identifying information of the individuals we serve without express permission. Please do not comment on GBS' posts with any information about these individuals, including their name.

Violations of this policy are grounds for discipline, up to and including termination.

Things to keep in mind:

- Think Before Posting – In general, employees should think carefully before posting online, because most online social platforms are open for all to see. Despite privacy policies and settings employees cannot always be sure who will view, share, or archive the information that is posted. Before posting anything, employees should remember that they are responsible for what is posted online. Employees should carefully consider the risks and rewards concerning each posting. Employees should remember that any conduct, online or otherwise, that negatively or adversely impacts the employee's job performance or conduct, the job performance or conduct of co-workers or adversely affects the folks we serve, colleagues or associates of Great Bay Services' legitimate business interests may result in disciplinary action, up to and including termination. If employees have any doubt about what to post online, it is probably better not to post. Employees should use their best judgment and exercise some personal responsibility when posting to any social media outlet.
- Employees are NOT authorized to speak on behalf of Great Bay Services **unless explicitly given permission**. Employees should express only personal opinions online, and an employee should never represent themselves as a spokesperson for Great Bay Services, co-workers, the folks we serve, colleagues or other individuals who work on behalf of or who are associated with Great Bay Services. If an employee chooses to post online content relating to Great Bay Services, the employee should make it clear that they are not speaking on behalf of Great Bay Services. Any online activity relating to or impacting

Great Bay Services should be accompanied by a disclaimer stating that “The postings on this website are my own and do not necessarily reflect the views of Great Bay Services.” This disclaimer should be visible and easy to understand.

- Do Not Post Confidential Information – Employees should strive to protect Great Bay Services’ private, confidential, and proprietary information. Great Bay Services’ private, confidential, and proprietary information includes all information related to our staff, the folks we serve, operations and strategic planning.
- Act Appropriately – Employees should act appropriately when posting online. Any online behavior should be consistent with Great Bay Services’ policies and practices with respect to ethics, confidential information, discrimination, and harassment. Because online tone can be interpreted in different ways by readers, employees should not engage in any online conduct that would not be acceptable or appropriate in the workplace, including derogatory or discriminatory remarks, threats, intimidation, harassment, insults, slander, defamation or pornography.
- Demonstrate Respect – Employees should demonstrate proper respect for the privacy of others. When posting anything online, employees should always be fair and respectful to co-workers, individuals we serve, customers, colleagues and other individuals who may work on behalf of Great Bay Services. If an employee decides to post a complaint or criticism, the employee should avoid using any statements, photographs, video or audio that may be viewed as malicious, obscene, threatening, harassing or abusive of co-workers, individuals we serve, customers, colleagues or other individuals who work on behalf of Great Bay Services. Employees should refrain from engaging in offensive posting that may create a hostile or abusive work environment based on race, sex, sexual orientation, religion or any other protected class.
- Be Accurate and Honest – Employees should always be accurate and honest in posting any news or information to social media and quickly correct any mistakes or errors. Employees should never post any information which is known to be false about Great Bay Services or any co-workers, individuals we serve, customers, colleagues or other individuals who work on behalf of Great Bay Services
- NLRA Activity – When applicable, protected concerted activity covered by the National Labor Relations Act (NLRA) or a particular collective bargaining agreement is not prohibited by this policy.

### ***Using Social Media at Work***

Employees are required to limit their use of social media during working hours or on equipment provided by Great Bay Services unless such use is work-related or authorized by a supervisor. Employees are required to refrain from using Great Bay Services provided e-mail addresses to register on social networks, blogs, or other websites for personal use. Employees should note that this provision is not meant to prohibit employees from engaging in concerted protected activity which is lawful under Section 7 of the NLRA.

### ***Employer Reserves the Right to Monitor***

Where applicable law permits, Great Bay Services reserves the right to monitor the employee's use of social media and take appropriate action with respect to inappropriate or unlawful postings. In monitoring social media, Great Bay Services will not in any way interfere with any employee rights under Section 7 of the NLRA.

### ***Business-Related Social Media Accounts***

All business-related social media accounts and related postings maintained by employees for marketing and/or network purposes remain the property of Great Bay Services. All information including the account, log in, and password should be returned to Great Bay Services upon the employee's separation. No employee has the right to use the account after separation from employment, and only Great Bay Services is authorized to change the account names and settings.

### ***Retaliation Prohibited***

Great Bay Services prohibits taking negative action against any employee for reporting a possible violation of this social media policy or cooperating in any investigation with respect to a social media policy violation. Any employee who retaliates against an employee for reporting a possible deviation from this policy or for cooperating in any investigation will be subject to disciplinary action, up to and including termination.

### ***Legal Liability***

Employees can be legally liable for what is written or posted online. GBS also reserves the right to discipline employees, up to and including termination, for any commentary, content or images that are pornographic, harassing, and libelous or for anything that creates a hostile work environment based on race, sex, religion or any other protected class.

### ***Client-Employee Relationships***

Employees are prohibited from having individuals who we serve as friends on Facebook or other social media. It is a conflict of interest to be friends on social media with the people we serve.

### **Smoking Policy**

This Smoke-Free Policy amends the current Smoke-Free Policy to include the use of electronic nicotine delivery systems – known as e-cigarettes, e-cigars, e-hookahs, and e-pipes. To protect and enhance indoor air quality and contribute to the health and well-being of all employees and visitors, Great Bay Services, Inc. shall be entirely smoke-free and vape free. This policy is effective immediately.

Smoking and vaping are prohibited in all enclosed areas within this worksite without exception. This includes common work areas, auditoriums, classrooms, conference and meeting rooms, private offices, elevators, hallways, medical facilities, cafeterias, employee lounges, stairs,



restrooms, employer-owned or leased vehicles and all other enclosed facilities, vehicles and those private vehicles used during work hours for the transporting of our consumers.

Definitions: Smoking refers to the use of traditional tobacco products. Vaping refers to the use of electronic nicotine delivery systems or electronic smoking devices. These are commonly called e-cigarettes, e-pipes, e-hookahs, and e-cigars.

Background: To date, e-cigarettes and similar devices are not regulated by the U.S. Food and Drug Administration (FDA) and are not approved as cessation aids. The FDA has, however, concluded that e-cigarette pose health risks and contain detectable levels of carcinogens and toxic chemicals. At this time, e-cigarettes are not considered a safe alternative to smoking, and no scientific evidence has shown that they help smokers quit.

No additional breaks beyond those allowed under Great Bay Services' break policy may be taken for the purpose of using tobacco or similar products. Violation of this policy is subject to disciplinary action.

# ACKNOWLEDGEMENT AND RELEASE FORM

Employee's Copy—to Remain in Handbook

I understand that I am an at-will employee, and I, therefore, understand that my employment may be terminated at any time, with or without prior notice, and with or without cause or reason by Great Bay Services. Likewise, I understand that I am free to resign at any time, for any reason. No employee, agent, or representative of Great Bay Services other than its executive officers has authority to enter into any agreement guaranteeing employment for any specified period, or to make any representations, promises or agreements contrary to the preceding. I further understand that any such agreement authorized by executive officers shall not be enforceable unless it is in writing and signed by both an executive officer and myself.

I understand this Handbook services as a set of guidelines only. Since no handbook or set of policies can anticipate every possible circumstance or situation that may arise in the workplace, I understand that individual circumstances may call for individual attention and/or action. As Great Bay Services, Inc. changes, the need may arise to change policies described in this handbook. Great Bay Service, Inc. reserves the right to revise, supplement, or rescind any policies or portions of the handbook from time to time as it deems appropriate in its sole and absolute discretion. As soon as practical, Great Bay Services will notify all team members of such changes; this Handbook supersedes any previous Employee Handbook.

As an employee of Great Bay Services, I understand that I am a mandated reporter for any suspected abuse, mistreatment, neglect, and/or exploitation and not only must refrain from said activities but also report if any information is obtained of such activities. I must also refrain from any breach of confidentiality as outlined in the Employee Handbook. Failure to comply will result in disciplinary action that could include termination of employment.

Your signature below indicates that you have read and understood this statement and have received a copy of the Employee Handbook. Your signature further acknowledges and agrees that you will read and familiarize yourself with its contents and follow the policies and rules indicated.

\_\_\_\_\_  
Employee's Printed Name

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

# ACKNOWLEDGEMENT AND RELEASE FORM

Employer's Copy—to be turned into Human Resources

I understand that I am an at-will employee, and I, therefore, understand that my employment may be terminated at any time, with or without prior notice, and with or without cause or reason by Great Bay Services. Likewise, I understand that I am free to resign at any time, for any reason. No employee, agent, or representative of Great Bay Services other than its executive officers has authority to enter into any agreement guaranteeing employment for any specified period, or to make any representations, promises or agreements contrary to the preceding. I further understand that any such agreement authorized by executive officers shall not be enforceable unless it is in writing and signed by both an executive officer and myself.

I understand this Handbook services as a set of guidelines only. Since no handbook or set of policies can anticipate every possible circumstance or situation that may arise in the workplace, I understand that individual circumstances may call for individual attention and/or action. As Great Bay Services, Inc. changes, the need may arise to change policies described in this handbook. Great Bay Service, Inc. reserves the right to revise, supplement, or rescind any policies or portions of the handbook from time to time as it deems appropriate in its sole and absolute discretion. As soon as practical, Great Bay Services will notify all team members of such changes; this Handbook supersedes any previous Employee Handbook.

As an employee of Great Bay Services, I understand that I am a mandated reporter for any suspected abuse, mistreatment, neglect, and/or exploitation and not only must refrain from said activities but also report if any information is obtained of such activities. I must also refrain from any breach of confidentiality as outlined in the Employee Handbook. Failure to comply will result in disciplinary action that could include termination of employment.

Your signature below indicates that you have read and understood this statement and have received a copy of the Employee Handbook. Your signature further acknowledges and agrees that you will read and familiarize yourself with its contents and follow the policies and rules indicated.

---

Employee's Printed Name

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Employee's Signature

Date