

**EMPLOYEE HANDBOOK AND PERSONNEL POLICIES**  
**IOOS ASSOCIATION**

Adopted: [date]

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## 1. INTRODUCTION

### Mission

The IOOS Association has a mission to:

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- Support the development of Regional Associations for coastal and ocean observing to deliver scientific data and information on the nation's oceans, to provide the public with the myriad benefits of an integrated ocean observing system.
  - Promote the integration and coordination of regional systems into an integrated national system, in order to build and enhance a nationwide infrastructure for observation, prediction and ocean science.
  - Support the development of regional programs through capacity building, exchange of technical information, and sharing of facilities and infrastructure.
  - Educate the public about our oceans and coastlines, ocean observing, and the benefits and importance of ocean observing.
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### Statement of Purpose

This handbook provides basic information about the IOOS Association and its employment and benefits. You are being asked to read the handbook to learn about the policies of IOOS ASSOCIATION AND your responsibilities as an employee.

The policies, programs, and benefits set forth in the handbook are not terms and conditions of employment, nor should they be construed as an employment contract. The best interests of IOOS ASSOCIATION and our employees necessitate that there be flexibility in administration. IOOS ASSOCIATION reserves the right to revise, supplement, or rescind any policy or provision in this handbook as it deems appropriate, with sole and absolute discretion. IOOS ASSOCIATION will try to keep the handbook current, but there may be times when policies, programs or benefits will change before this material can be revised. This handbook replaces (supersedes) any and all other or previous employee handbooks, manuals, or other IOOS ASSOCIATION policies whether written or oral.

Unless there is a written employment agreement that states otherwise, all employees are employed on an "at-will" basis and their continued employment with IOOS ASSOCIATION is based on mutual consent. Employees have the right to end their employment relationship at any time for any reason. Similarly, the employment of any employee can be terminated in the sole discretion of IOOS ASSOCIATION at any time for any reason.

It should also be understood that no supervisor or representative of IOOS ASSOCIATION except the Executive Director, acting on behalf of the Board of Directors, has the authority to enter into an agreement for employment for any specified period of time or to make any promises or commitments contrary to the terms as stated above. Further, no employment agreement shall be enforceable unless it is in writing and signed by the Chair or the Executive Director.

### Review and Revision

This policy has been reviewed and adopted by the Board of Directors of IOOS ASSOCIATION. The Board must approve any changes to this policy. A full review of the policy should be conducted periodically. This policy is intended to be complemented by other policies, and all such policies shall be reviewed together to ensure consistency of purpose.

## **2. EMPLOYMENT**

### **A. Introductory Period**

All newly hired employees enter an introductory period of 90 days from date of hire. The purpose of this period is to give both the new employee and IOOS ASSOCIATION the opportunity to evaluate employment suitability in terms of knowledge, skills, abilities and interest. It is a period of trial and examination, during which both IOOS ASSOCIATION and the employee judge how the employment arrangement is working out. During the Introductory Period employees are not eligible for certain benefits such as use of accrued vacation.

This 90-day checkpoint also ensures that all new employees establish and understand their performance expectations, and are given feedback early in their employment at IOOS ASSOCIATION. Supervisors' responsibilities include developing initiatives and individual performance goals, standards and expectations with employees, as well as providing ongoing feedback and coaching. Employees are responsible for meeting established goals, providing updates and seeking feedback.

Upon completion of the Introductory Period, employee and supervisor will review both job satisfaction and performance; allowing both people to evaluate whether or not the new employee is right for the position. This should be documented in writing. A supervisor has the discretion under special circumstances to extend employees Introductory Period for up to an additional 60 days.

Regular employees who are rehired for the same job within six months from date of hire will not be required to go through another Introductory Period.

Unless there is an employment agreement to the contrary, employment at IOOS ASSOCIATION is always a mutual at-will relationship, which either the employee or IOOS ASSOCIATION can terminate at any time for any reason, with or without cause. Completion of the Introductory Period does not, in any way, modify the at-will employment relationship.

### **B. Categories of Employment**

- *Regular Full-Time Employee* – A Regular Full-Time Employee is an employee who is regularly scheduled to work 30 or more hours a week. Regular Full-Time Employees are eligible for benefits as specified in this handbook.
- *Regular Part-Time Employee* – A Regular Part-Time Employee is an employee who is regularly scheduled to work fewer than 30 hours per week. Part-Time Employees are eligible only for those benefits authorized in writing at the time of their hire.
- *Exempt Employee* – An Exempt Employee is an employee who is not eligible for overtime compensation. Actual hours worked are based on business need, and may exceed 40 hours in a work week.
- *Non-Exempt Employee* – A Non-Exempt Employee is an employee who is eligible for overtime compensation.
- *Temporary Employee* – A Temporary Employee may be hired to perform the job responsibilities of an absent employee, to work on a specific project, or to assist with temporary heavy workloads. Temporary Employees are not eligible for any benefits. While working at IOOS ASSOCIATION, however, Temporary Employees are required to comply with this handbook.

### **C. Supervision**

When in this handbook the term “supervisor” is used it refers to the Executive Director, except in the case of the Executive Director, his/her supervisor shall be the Chair of the Board of Directors.

#### **D. Personnel Files**

Confidential personnel files and records, including submitted medical information, are maintained for each employee and are the property of IOOS ASSOCIATION. Confidentiality will be maintained in accordance with applicable legal requirements.

With reasonable advance notice, employees may view the materials in their personnel file.

Changes in personal information should be reported to the Executive Director as soon as possible. Examples of changes include, but are not limited to, name, address, family or marital status, telephone numbers, insurance beneficiary, new dependents, and emergency contacts.

#### **E. Performance Evaluations**

IOOS ASSOCIATION considers employee evaluations to be a continual process. Periodically, employees will receive a formal review from their supervisor, which will be placed in their personnel file. When a new employee is hired a performance review may be done at the conclusion of the Introductory Period.

#### **F. Confidentiality**

The confidential nature of some of the activities of IOOS ASSOCIATION makes it imperative for all employees to preserve the confidentiality of non-public information regarding donors, customers, employees, members of the Boards of Directors, suppliers, and other sensitive matters.

Employees are prohibited from copying or altering files, computer disks, or other documents of the IOOS ASSOCIATION in any manner other than through standard operating procedures.

Violations of this confidentiality section are considered very serious, and may result in disciplinary action, up to and including dismissal from employment in addition to any other legal remedies available to IOOS ASSOCIATION.

#### **G. Outside Employment**

Any Regular Full-Time Employee engaged in outside employment must inform the Executive Director. Outside employment that constitutes a conflict of interest with IOOS ASSOCIATION, in the sole discretion of the Executive Director, is prohibited. If the supervisor determines that a Regular Full-Time Employee's outside employment interferes with his/her performance or ability to meet his/her job responsibilities, the employee will be required to terminate the outside employment or resign his/her position with IOOS ASSOCIATION. Employees are not allowed to use time compensated by IOOS ASSOCIATION for purposes of outside employment.

#### **H. Grievance Procedure**

IOOS ASSOCIATION encourages an open environment in which all employees can express themselves, be treated with respect and dignity, and where issues raised are responded to in an appropriate, transparent and timely manner. We believe that open communication produces a richer and more productive workplace, enhances the quality of decisions, and ultimately improves the quality and value of the work we do in the world. It is assumed that all employees will use open communication to solve routine problems and conflicts that may arise.

A grievance is a problem within the workplace that cannot be solved by informal methods of contacting the individuals involved or the employee's supervisor. The subject of a grievance may be working conditions and safety, discipline, separation from the organization, interpersonal working relationships, promotions and other job changes, sexual or other harassment, unequal application of employment policies, procedures and practices, and all forms of discrimination.

We encourage all complaints or grievances to be handled informally whenever possible. Typically, the use of the Grievance Procedure should be instituted only after informal measures have been unsuccessful. Each employee has the right to raise a grievance and to have it considered with full respect to the individual. IOOS ASSOCIATION wishes to resolve such disputes quickly, professionally and fairly while maximizing employee participation and satisfaction with the results.

The two-step Grievance Procedure for addressing most complaints or problems is described below. For any questions or clarifications please contact your supervisor. The intention of Grievance Procedures is to resolve the matter satisfactorily at the lowest level possible, while providing reasonable opportunities to appeal.

The first step to raise complaints or resolve problems is for the employee to formally contact his or her supervisor, stating explicitly that a formal grievance is being lodged, preferably in writing. The supervisor will make every effort to arrive at a prompt, equitable solution. The supervisor will investigate the employee's concerns and respond in writing within five working days, summarizing the complaint, findings, conclusions and action taken to resolve the matter. If additional time is required due to a specific reason, the supervisor will specify the date of response and indicate the reason for the delay. If the problem or complaint directly involves the supervisor and the employee feels the supervisor may not be able to impartially address the matter, the employee may contact the Chair, or if the supervisor is the Chair, the Vice Chair, instead. In such cases, that person shall assume the same responsibilities as described above for the supervisor when handling the grievance.

In the event the employee feels the problem remains unresolved following discussions with the supervisor, and/or failure of the supervisor to respond in a timely manner, the employee may take the complaint to the Chair or the Vice Chair. At this stage the complaint must be submitted in writing, including a statement about what was unsatisfactory about the handling of the matter at the first step. The Executive Director will investigate the complaint and provide a written response, summarizing the complaint, findings, conclusions and action taken, within fifteen working days. If additional time is required due to a specific reason, a date of response will be specified and the reason for the delay indicated. At this step the Executive Director may, at his/her sole discretion, establish an ad-hoc grievance committee to review the complaint and/or elect to consult with the Board Chair before rendering a final decision.

Nothing in this policy is intended to prevent an employee from filing a complaint or seeking non-monetary relief from any applicable state or federal agency. Furthermore, no employee may be terminated for contacting one or more Board directors, and contact between employees and Board directors is not precluded hereby.

## **I. Resignation from Employment**

Non-exempt employees are strongly encouraged to provide at least two weeks' written notice of resignation to their supervisor. Exempt employees are strongly encouraged to provide at least four (4) weeks' written notice. IOOS ASSOCIATION reserves the right to pay a resigning employee for the notice period, but to prohibit the employee from working for IOOS ASSOCIATION during that time.

Employees are required to return keys, equipment, credit cards and any other property issued to them upon separation from employment.

## **J. Compliance with Immigration Laws**

It is IOOS ASSOCIATION policy to employ only United States citizens and immigrants who are authorized to work in the United States. In complying with the Immigration and Reform and Control Act of 1986, it is against IOOS ASSOCIATION policy to discriminate because of an individual's national origin, citizenship, or intent to become a citizen.

In accordance with federal law, each prospective employee shall be required to provide documents verifying his or her identity and authorization to be legally employed in the United States. In addition, the prospective employee shall be required to sign a U.S. Department of Justice Employee Eligibility Verification (I-9) attesting that he or she is legally employable in the United States.

IOOS ASSOCIATION shall retain a copy of any documents submitted by the employee. To the extent practical and appropriate, these documents will be kept confidential. However, IOOS ASSOCIATION is required to provide copies of the documents to the U.S. Department of Labor and the United States Citizenship and Immigration Services on request.

Providing false documentation or making false statements on the verification shall be grounds for immediate discharge.

If, during the course of employment, IOOS ASSOCIATION requests further information regarding an employee's authorization to work in the United States, the employee shall furnish the information requested; failure to cooperate in furnishing such information shall be grounds for discipline, up to and including discharge.

#### **K. Closely Related Employees**

IOOS ASSOCIATION may employ married couples, domestic partners, parents and children or other relatives. IOOS ASSOCIATION may require special arrangements for these persons where such is deemed in the best interest of the organization. No employee can be the supervisor of another employee with whom he or she has a close personal relationship.

### **3. WAGES AND HOURS**

#### **A. Pay**

Employees are paid once per month, or on the last normal work day before the last day of the month. Salary ranges are set by the Executive Director, as consistent with a budget approved by the Board of Directors. The compensation of the Executive Director shall be determined by the Board of Directors. It is the policy of IOOS ASSOCIATION not to make salary advances or loans.

#### **B. Time Records**

All hourly employees are responsible for accurately completing and submitting time sheets reflecting work for IOOS ASSOCIATION in a timely manner; if an employee has any questions about time keeping requirements, they must ask their supervisor. Time sheets are used to compute earnings and therefore must accurately reflect time worked. Each hourly employee is responsible for completing his or her own time sheet within the time period designated by the Executive Director. Completing another employee's time sheet or altering any employee's time sheet is prohibited unless express permission to do so has been given by the Executive Director. Violations of this policy may result in discipline, including termination.

#### **C. Overtime**

Non-Exempt Employees who work over 40 hours in a work week are paid time and a half for all hours over 40. Employees may only work overtime with the prior approval of the Executive Director. Only hours actually worked will count for the purposes of calculating overtime (e.g., sick days, vacation days and holidays do not count for purposes of calculating overtime). Unauthorized working of overtime is prohibited.

### **4. HOLIDAYS, LEAVE TIME, AND PAID LEAVE**

#### **A. Holidays**

Regular Full-Time Employees will be paid for a full day of work on holidays. Regular Part-Time Employees will be paid on a pro-rata basis for the holidays (regardless of whether scheduled to work on that day). For example, a 20 hours/week employee would receive ten four-hour days of holiday vacation. The following 10 days are paid holidays of IOOS ASSOCIATION, with the actual day of observance coinciding with the federal government

schedule of holidays:

- New Year's Day
- Martin Luther King's Day
- Presidents' Day
- Memorial Day
- 4<sup>th</sup> of July
- Labor Day
- Indigenous Peoples (Columbus) Day
- Veterans Day
- Thanksgiving
- Christmas

If a holiday occurs during an eligible employee's vacation, that day will not be counted as a vacation day.

## **B. Leave Time**

IOOS ASSOCIATION provides up to 20 days of paid leave per fiscal year (October to September) for Regular Full-Time Employees, for vacation or other personal reasons (such as sickness, caring for a family member, bereavement, etc.). Employees shall take care to schedule leave time days at a time that does not interfere with any pending deadlines, and shall provide reasonable advance written notice to his/her supervisor.

Leave time accrues at a rate of 0.833 days per pay period for Regular Full Time Exempt Employees. Regular Part-Time Exempt Employees accrue leave time on a pro-rata basis. For example, an employee working 50% time (e.g., three days per week) accrues 50% leave time, or the equivalent of 10 eight-hour leave time days per year.

A Non-Exempt Employee accrues leave time based on the number of hours worked in a pay period at a rate of 0.077 leave time hours per paid regular hour, equating to approximately 20 leave time days per year for a 40-hour work week.

Leave time is not accrued on any overtime hours worked. Leave time will not accrue during periods of unpaid leave.

The number of leave time days during the first year will be prorated according to what point in the calendar year that the employee started. Furthermore, the starting accrual rate of a new employee may be negotiated at the time of hire. Accrual begins on an employee's date of hire; however, employees are entitled to take leave time only after the Introductory Period is completed.

Upon separation, employees will be paid for all earned but unused leave time, subject to the accrual maximum (see below), except that leave time will not be paid to employees who are terminated and/or resign from a position during the Introductory Period. If employment is terminated and the employee has taken more leave time than accrued, the balance will be deducted from the last paycheck.

Leave time must be taken in full-day or half-day increments for exempt employees, and cannot be taken before it has been accrued.

Employees are encouraged to make a leave time request to their supervisor at least four weeks in advance if planning to take three or more consecutive days. Employees requesting fewer than three consecutive days of leave time should provide at least two weeks' notice whenever possible. To ensure adequate staffing and to avoid scheduling conflicts, IOOS ASSOCIATION reserves the right to designate when leave time may be taken.

Regular Full-Time or Part-Time Employees may accrue leave time up to a maximum of 15 days, after which no further accrual is permitted until some of the accrued leave time is taken. When leave time is used, and the balance returns to below the cap, the employee resumes accrual.

Accrued, unused leave time days will be paid out to Employee at termination of employment up to a maximum of fifteen (15) days.

**C. Birth/Adoption Leave.**

In the event that a Regular Full-Time or Regular Part-Time Employee or that person's spouse gives birth to or adopts a child, that employee shall be eligible for up to thirty (30) days of paid Birth/Adoption Leave. However, Birth/Adoption Leave is only available to such employees who have completed a 90-day introductory period of employment. Birth/Adoption Leave may be combined with Leave Time and may be taken on a part-time or continuous basis. Upon the expiration of the thirty days of paid Birth/Adoption Leave, said employees shall also be entitled to an additional thirty (30) days of unpaid Birth/Adoption Leave. Benefits shall remain in effect during any period of Birth/Adoption Leave.

**5. UNPAID LEAVE**

**A. Military Leave**

If employees require time off from work to fulfill military duties, they will be treated in accordance with applicable requirements of state and federal laws. Employees are expected to notify their supervisor and provide a copy of their orders as soon as possible.

**B. Jury Duty**

IOOS ASSOCIATION will not discriminate against employees who serve on jury duty, but any time on jury duty shall be unpaid by IOOS ASSOCIATION. Employees should submit a copy of their summons to their supervisor as soon as possible. Employees are expected to return to work when their presence at jury duty is no longer required.

**C. Victims of Violence Leave**

Maine law provides that certain employees who are victims of violence may request unpaid leave to take care of certain necessary business. Employees who have questions about such leave should request more information from their direct supervisor.

**D. Personal Leave of Absence**

In special circumstances, IOOS ASSOCIATION may grant an unpaid leave of absence for a specified period of time. Personal leaves of absence must be requested in writing to the supervisor.

**6. OTHER BENEFITS**

Note: Unless there is a written employment agreement that includes specific benefits, IOOS ASSOCIATION has the right to modify its benefits at any time, and at its sole discretion, except as provided by law.

**A. Workers Compensation**

All employees of IOOS ASSOCIATION are covered by worker's compensation insurance, as required by law. Employees must report any work-related illness or injury immediately to their supervisor. The supervisor must then report any work-related injury or illness immediately by filling out a Notice of Injury/Illness form and mailing it to the insurer.

**B. Unemployment Insurance**

In the event you are separated from employment, or have a reduction of hours, you may be eligible for state and federal unemployment insurance. Because IOOS ASSOCIATION is currently a 501(c)(3) organization and has less than four employees, it is exempt from federal and Maine unemployment insurance requirements.

### **C. Medical Reimbursement Plan**

IOOS ASSOCIATION provides a Medical Reimbursement Plan for certain employees. For details, see the Medical Reimbursement Plan established on July 1, 2012.

### **D. Retirement Plan**

IOOS ASSOCIATION provides a SIMPLE IRA retirement savings plan to Regular Full-Time Employees and Regular Part-Time Employees. A Summary of Plan Provisions is provided to eligible employees prior to enrollment. Details of the plan are described in the plan documents. Such employees are eligible to participate in the retirement plan beginning on the first day of the month following the date of hire.

## **7. EMPLOYEE CONDUCT AND WORK RULES**

### **A. Punctuality and Attendance**

IOOS ASSOCIATION expects all employees to be reliable and punctual for work. Although we understand that schedules will vary based on special events and other irregular projects, we generally expect employees to work an 8-hour workday during regular business hours. Employees who cannot avoid being late to work or are unable to work as scheduled due to unexpected illness or other unavoidable reasons must notify their supervisor. Any absence that can be planned in advance requires at least two business days' notice to the employee's supervisor. IOOS ASSOCIATION reserves the right to request appropriate documentation of all absences.

Failure to call in or report to work for three consecutive days may be considered a voluntary resignation.

Exempt employees may work from home occasionally if such work would be conducive to a particular project. Any more than occasional work from home requires the prior written approval of the employee's supervisor.

### **B. Drugs and Alcohol**

IOOS ASSOCIATION is committed to maintaining a workplace that is free from the effects of drug and alcohol abuse.

IOOS ASSOCIATION strictly prohibits employees from use, possession, distribution, sale or being under the influence of illegal drugs, unauthorized prescription drugs, alcohol, or any mind-altering substance on the premises of IOOS ASSOCIATION, or during working hours. In addition, any drug or alcohol activity that adversely affects job performance or job safety, or that discredits IOOS ASSOCIATION is prohibited.

Employees may possess and take prescription drugs as prescribed for them by a medical practitioner. Employees are expected to inform their supervisor if they are taking any medication (over-the-counter or prescription) which may cause the employee to be a danger to themselves or others in performing their job duties, or which may otherwise interfere with the performance of their job duties.

### **C. Computer and Internet Use**

#### **1. No Right to Privacy**

Any computer files or electronic mail ("e-mail") messages maintained, stored, received or transmitted on or from IOOS ASSOCIATION's computer systems are and shall remain property of IOOS ASSOCIATION and are subject to being monitored and/or disclosed at any time by IOOS ASSOCIATION. Employees of IOOS ASSOCIATION

have no privacy interests in e-mail messages or passwords, are deemed to consent to IOOS ASSOCIATION's monitoring and disclosure of e-mail messages, and will make no claim against IOOS ASSOCIATION for monitoring e-mail, for disclosing e-mail, or for any other issues relative to IOOS ASSOCIATION's e-mail system.

## 2. General Restrictions on Content of Electronic Messages

E-mail and other internet-based communications have been established by IOOS ASSOCIATION for use in the conduct of its business. IOOS ASSOCIATION recognizes, however, that employees may desire to use the e-mail or other online communication forums occasionally for personal purposes. IOOS ASSOCIATION will permit such occasional, personal use of the e-mail system, provided that:

- such use does not result in additional costs to IOOS ASSOCIATION;
- such use is not excessive or abused by employees;
- such use does not violate Section 7.K of this Handbook with respect to campaign and lobbying activities; and
- employees understand (and are hereby informed) that all messages transmitted or received electronically, of whatever nature, remain fully subject to all of the provisions of this electronic messages policy (thus, for example, even personal messages by the e-mail constitute IOOS ASSOCIATION's property in which employees have no right of privacy and which may be stored, monitored, or disclosed at any time by IOOS ASSOCIATION).

E-mail and other electronic forums shall not be used to transmit messages, either within IOOS ASSOCIATION or in communications transmitted outside IOOS ASSOCIATION, that might reflect poorly on IOOS ASSOCIATION, including language or material of a sexual or otherwise inappropriate nature, or that may be construed as harassment or disparagement of others based upon their race, color, national origin, sex, sexual orientation, age, marital or familial status, physical or mental disability, or any other characteristic of people protected by federal or state law.

E-mail and other electronic forums shall not be used for sending information outside of IOOS ASSOCIATION that constitutes the confidential or proprietary information of IOOS ASSOCIATION (except with the express permission of IOOS ASSOCIATION), nor for the unauthorized receipt of the confidential or proprietary information of others. Employees shall promptly notify the Executive Director in the event an e-mail transmission containing the confidential or proprietary information of another party is received without the express permission of that party.

### **D. Telephones and Other Company Equipment**

IOOS ASSOCIATION may provide telephones to support its business. In general, the telephones should only be used for business purposes. Personal calls not only interfere with the work of the individual making the call but also interfere with co-workers' abilities to perform their responsibilities. It is understood that employees may have emergencies or personal business calls that can only be made during business hours. It is expected, however, that all employees will limit personal calls to a minimum.

Employees are not permitted to use copiers, postage machines or other IOOS ASSOCIATION equipment for personal purposes without prior approval of their supervisor, except for very occasional and limited purposes.

### **E. Personal Cell Phones and Other Electronic Devices**

IOOS ASSOCIATION does not allow personal cell phones, Blackberries, pagers and other personal electronic devices to be used in a manner which interferes with the performance of job duties.

### **F. Workplace Safety and Accident Reporting**

Maintaining a safe work environment requires the continuous cooperation of all employees. Employees are expected to follow all safety rules, to exercise caution in work areas, and to report any unsafe condition to their supervisor immediately.

Any accident or injury at work, no matter how minor it may seem at the time, must be reported to the employee's supervisor immediately.

#### **G. Personal Gifts**

Employees may not solicit or accept personal gifts from donors, vendors or others, except that employees may accept gifts of nominal value, such as occasional meals, calendars, pens, mugs, caps or t-shirts. Under no circumstances may employees accept personal gifts of money. If an employee has any questions about whether accepting a particular personal gift is appropriate, he/she should discuss the issue with his/her supervisor. If an employee receives an honorarium for speaking on an issue substantially related to that employee's work for IOOS ASSOCIATION, that honorarium shall belong to IOOS ASSOCIATION and not the individual employee.

#### **H. Political Activities**

Because IOOS ASSOCIATION is a tax-exempt organization with 501(c)(3) status, the following activities are not permitted:

- Using IOOS ASSOCIATION copiers or computers to produce or distribute communications that suggest support for or opposition to any political party, campaign, candidate or political committee.
- Sending or forwarding e-mail or other electronic communications from your IOOS ASSOCIATION email account that suggests support of or opposition to any political party campaign, candidate or political committee.
- Using IOOS ASSOCIATION computers or internet access to make contributions to any political party, campaign, candidate or political committee.
- Expressing support for or opposition to any political party, campaign, candidate, or political party while acting on behalf of IOOS ASSOCIATION.

Despite these restrictions while at work, activities outside of work such as volunteering for candidates, holding positions in political parties, or even running for office is completely fine as long as these activities do not involve the use of IOOS ASSOCIATION resources. If you have any questions about what is considered detrimental to IOOS ASSOCIATION's tax-exempt status please speak with your supervisor.

#### **I. Property of IOOS ASSOCIATION**

Employees who are issued IOOS ASSOCIATION property (e.g., cellular telephones, laptop computers, company credit cards, etc.) are responsible for keeping that property in good condition at all times. In addition, employees may be required to sign a Property Receipt to acknowledge that they are in possession of and are responsible for any equipment loaned to them. If property issued to you becomes damaged, lost or stolen, you should report this matter to your supervisor immediately. Although each employee is accountable for the proper use of IOOS ASSOCIATION property, an employee will not necessarily be held accountable for unintentionally damaged equipment. Unauthorized use or removal of IOOS ASSOCIATION property may result in the employee's termination of employment, and may also result in criminal penalties. All IOOS ASSOCIATION property must be returned on or before the last day of employment.

### **8. MISCONDUCT**

To assure effective operations and provide the best possible work environment, IOOS ASSOCIATION expects employees to follow rules of conduct and ethics that will protect the interests and safety of all employees and IOOS ASSOCIATION. While it is not possible to list all the forms of behavior that are unacceptable in the work place, employees will be disciplined for any behavior that is unsafe, detracts from any employee's ability to work, or is not in IOOS ASSOCIATION's best interest. Discipline is in the sole discretion of IOOS ASSOCIATION and, while

general disciplinary procedure will include progressive discipline, IOOS ASSOCIATION retains full discretion to deviate from progressive discipline based on the nature of the employee's misconduct. Discipline may entail an oral warning, written reprimand, suspension (with or without pay) and termination. Some types of employee misconduct are so serious, however, that they may result in immediate termination. Examples include, but are not limited to, the following:

1. Falsifying or giving false information for any IOOS ASSOCIATION records.
2. Theft or unauthorized possession of property (including intellectual property) or money of IOOS ASSOCIATION, fellow employees or anyone else, regardless of the value.
3. Insubordination, including refusing to respond to a request or order from a supervisor, or the use of abusive, profane, threatening language towards any management personnel.
4. Violation of safety rules.
5. Failing to comply with IOOS ASSOCIATION policies, including, but not limited to, sexual harassment policies.
6. Engaging in any act of violence or disorderly conduct, threatening or using abusive language to another employee, client or member of the public.
7. Possession of a firearm, weapon, explosives or other hazardous materials/devices on IOOS ASSOCIATION property.
8. Misappropriation or use of IOOS ASSOCIATION time and/or materials for non-work purposes.
9. Use, possession, distribution, sale or being under the influence of alcohol, illegal drugs or any mind altering substances on work property or work time.
10. Tampering with another employee's time record.
11. Excessive absenteeism and/or tardiness, leaving work without authorization, or failure to follow absence reporting procedures.
12. Disclosure or misuse of confidential IOOS ASSOCIATION or customer information.
13. Any other conduct that IOOS ASSOCIATION, in its sole discretion, deems to have a negative impact on the reputation, safety or business of IOOS ASSOCIATION.

## **9. DIVERSITY, HARASSMENT, AND DISCRIMINATION**

### Diversity Statement

IOOS ASSOCIATION deeply values and is committed to diversity. We honor the differences among us, knowing that those differences strengthen and enhance not only our experience while at IOOS ASSOCIATION but our community as well. In this way, we can utilize our diverse backgrounds, skills, and perspectives to create a culture of inclusion.

IOOS ASSOCIATION seeks people from all segments of the community for all job levels and actively supports the development of employees for personal growth and internal advancement opportunities.

IOOS ASSOCIATION is an equal opportunity employer and makes employment decisions on the basis of merit. We want to have the best available individuals in every job.

### Anti-Harassment and Discrimination Policy

IOOS ASSOCIATION strongly disapproves of sexual harassment and unlawful discrimination and will not tolerate the harassment or unlawful discrimination of any employee, visitor, customer, supervisor, director, manager, or volunteer.

IOOS ASSOCIATION believes all individuals have the right to work and volunteer in an environment free of sexual harassment and discrimination based on race or color, sex, sexual orientation, genetic information, physical or mental disability, religion, age, ancestry or national origin.

Sexual harassment is a form of misconduct that is a violation of Section 4572 of the Maine Human Rights Act and that undermines the integrity of the employment relationship or the volunteering environment. In any employment or volunteer context, 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. The following is the Maine Human Rights Commission's regulatory definition of sexual harassment:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

- a) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- b) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- c) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Examples of sexual harassment are: 1) repeated unwelcome sexual flirtations, advances or propositions; 2) continued or repeated verbal abuse of a sexual nature; 3) graphic or degrading comments about an individual or his or her appearance; 4) the display of sexually suggestive objects or pictures; 5) any offensive physical contact; and 6) any retaliation or threat of retaliation against one who has made a complaint of harassment. In addition, no one should suggest, imply or threaten that an applicant or employee's "cooperation" of a sexual nature (or refusal thereof) will have any effect on the individual's employment, assignment, compensation, advancement, career development, or any other condition of employment.

Any employee, volunteer (including directors and officers) or visitor who feels s/he has been subject to sexual harassment or unlawful discrimination at IOOS ASSOCIATION should immediately report the incident or incidents to the Executive Director or, if the Executive Director is involved, to the Chair of the Board. IOOS ASSOCIATION will make a thorough investigation of any alleged incident. The investigation will be kept confidential to the greatest extent possible. Any employee or volunteer who is determined, after investigation, to have engaged in sexual harassment or discrimination will be subject to appropriate sanctions up to and including termination or dismissal as a volunteer and, if applicable, removal from the Board of Directors.

In addition, employees may file a complaint of sexual harassment or unlawful discrimination directly with the Maine Human Rights Commission at State House Station 51, Augusta, Maine 04333, (207) 289-2326. Any employee wishing to make a complaint directly to the Maine Human Rights Commission must do so within 180 days of the alleged incident or incidents.

Employees are protected by law from retaliation for filing a complaint of sexual harassment or discrimination with the Commission. There will be no retaliatory measures taken against any employee who makes a complaint of sexual harassment or discrimination.

## **10. REIMBURSEMENT POLICY**

IOOS ASSOCIATION has adopted this accountable plan reimbursement policy pursuant to income tax regulations 1.162-2(c) upon the following terms and conditions:

1. Adequate accounting for reimbursed expenses. Any director, officer, or employee of the Corporation shall be reimbursed for any ordinary and necessary business and professional expense incurred on behalf of the organization, if the following conditions are satisfied: (1) the expenses are reasonable in amount; (2) the person documents the amount, date, place, business purpose (and in the case of entertainment expenses, the business relationship of the person or persons entertained) of each such expense with the same kind of documentary evidence as would be required to support a deduction of the expense on the person's federal tax return; and (3) the person substantiates such expenses by providing the Finance Office with an accounting of such expenses no less frequently than monthly (in no event will an expense be reimbursed if substantiated more than forty-five (45) days after the expense is paid or incurred by a person).

2. Reimbursements not funded out of salary reductions. Reimbursements shall be paid out of organization funds, and not by reducing pay checks by the amount of business expense reimbursements.

3. Tax reporting. The Corporation shall not include in an employee's W-2 form the amount of any business or professional expense properly substantiated and reimbursed according to this policy, and the employee should not report the amount of any such reimbursement as income on Form 1040.
4. Excess reimbursements. Any Corporation reimbursements that exceed the amount of business or professional expenses properly accounted for by a person pursuant to this policy must be returned to the Corporation within one hundred twenty (120) days after the associated expenses are paid or incurred by the officer, and shall not be retained by the person.
5. Expenses not fully reimbursed. If, for any reason, the Corporation's reimbursements are less than the amount of business and professional expenses properly substantiated by an employee, the Corporation will report no part of the reimbursements on the employee's W-2, and the employee may deduct the unreimbursed expenses as allowed by law.
6. Inadequate substantiation. Under no circumstances will the Corporation reimburse a person for business or professional expenses incurred on behalf of the Corporation that are not properly substantiated according to this policy. Corporation and staff understand that this requirement is necessary to prevent the Corporation's reimbursement plan from being classified as a nonaccountable plan.
7. Retention of records. All receipts and other documentary evidence used by a person to substantiate business and professional expenses reimbursed under this policy shall be retained by the Corporation for at least three years from the end of the fiscal year in which the expenses were incurred.
8. Mileage and Travel Expenses. Mileage shall be reimbursed at the then-current federal standard mileage rate, or in accordance with a then-current Travel Reimbursement Policy, if one exists. Other travel expenses shall be reimbursed in accordance with a then-current Travel Reimbursement Policy, if one exists.
9. Unreasonable, Unnecessary or Unrelated Expenses. Any expenses that are unreasonable, unnecessary, or unrelated to the charitable purposes of the Corporation shall not be reimbursable by the Corporation to any Director, Officer, employee, or agent thereof. The following shall be deemed examples of unreasonable, unnecessary or unrelated expenses:
  - (A) First class or charter travel
  - (B) Travel for companions
  - (C) Payments for business use of personal residences
  - (D) Health or social club dues or initiation fees
  - (E) Personal services (e.g., maid, chauffeur, chef)

## **11. WHISTLEBLOWER POLICY**

### **Statement of Purpose**

It is the policy of IOOS ASSOCIATION to abide by all applicable federal, state and local laws, rules and regulations, and to have all of its employees do the same. This policy is intended to ensure that employees are protected from discrimination and retaliation if the employee reports to the Executive Director or the Chair of the Board any good faith concern regarding IOOS ASSOCIATION practices or conditions which the employee has reasonable cause to believe are in violation of any federal, state or local law, rules or regulation, or which the employee has reasonable cause to believe risk the health or safety of that employee or any other individual.

### **Review and Revision**

This policy has been reviewed and accepted by the Board of IOOS ASSOCIATION. The Board of IOOS ASSOCIATION must approve any changes to or deviations from this policy. A full review of the policy should be conducted every two years. This policy is intended to be complemented by other policies, and all such policies shall be reviewed together to ensure consistency of purpose.

### **Procedure**

In accordance with this policy and applicable law, an employee will be protected from discrimination and retaliation

if the employee reports to the Executive Director or the Chair of the Board any good faith concern regarding IOOS ASSOCIATION practices or conditions which the employee has reasonable cause to believe are in violation of any federal, state or local law, rules or regulation, or which the employee has reasonable cause to believe risk the health or safety of that employee or any other individual. IOOS ASSOCIATION will promptly investigate each complaint to determine its merits and the appropriate action to be taken. Confidentiality will be maintained to the extent practical and appropriate under the circumstances. If an investigation reveals that unlawful conduct has taken place, appropriate disciplinary action will be taken, up to and including suspension or discharge.

IOOS ASSOCIATION will not discharge, threaten, discriminate or otherwise retaliate against an employee who submits a good faith complaint to IOOS ASSOCIATION, participates in any investigation or legal proceeding arising from any such complaint, or on the basis of any other lawful actions of such employee in submitting a good faith report relating to real or perceived unlawful conduct. This statement applies even if an investigation proves that there has been no unlawful activity involving IOOS ASSOCIATION or any of its employees.

In order to receive the protections under the Maine Whistleblowers' Protection Act, the employee who has reported or caused to be reported a violation or unsafe condition or practice to a public body must first bring the alleged violation, condition or practice to the attention of the Executive Director or the Chair, and must allow IOOS ASSOCIATION a reasonable opportunity to correct that violation, condition or practice, unless the employee has specific reasons to believe that a report to IOOS ASSOCIATION will not result in a prompt correction of the violation, condition or practice.

Any action considered to be discriminatory or retaliatory should be reported immediately to the Executive Director or the Chair. IOOS ASSOCIATION will not tolerate discrimination or retaliation against the complainant by any employee and will subject such employee to discipline, up to and including suspension or discharge from employment. Employees who are not themselves complainants, but who assist in an investigation relating to unlawful activity, will also be protected from discrimination and retaliation.

### **Responsibility**

The administration of this policy is the responsibility of the Management Team.

**12. ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE HANDBOOK**

I acknowledge that I have received the IOOS ASSOCIATION Employee Handbook and that I have reviewed it and had the opportunity to ask my supervisor questions about it. I understand the policies described in the Handbook and agree to abide by them.

I understand that this Handbook does not represent a contract of employment, but rather serves as a guideline.

I acknowledge that no representative of IOOS ASSOCIATION has promised me employment for any definite period of time, and that no one is authorized to make such promises to me unless they are in writing signed by the Executive Director. I understand that as an employee of IOOS ASSOCIATION, I am employed at will, meaning that either I, or IOOS ASSOCIATION, may terminate my employment at any time, with or without cause.

I understand that this Handbook, and the policies and benefits described in it, may be changed from time to time, with or without advance notice, in IOOS ASSOCIATION's discretion.

Full Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_