



INTERSTATE COMMISSION FOR JUVENILES

Serving Juveniles While Protecting Communities

Personnel Policies

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The Interstate Commission for Juveniles (ICJ) is hopeful that each employee will find our organization to be a dynamic and rewarding place in which to work. ICJ considers its employees to be one of its most valuable resources. This manual has been written to serve as a guide for the employer/employee relationship and it applies to all ICJ employees.

There are several things that are important to keep in mind about this manual. First, this manual contains only general information and guidelines. It is not intended to be comprehensive or to address all the possible applications of, or exceptions to, the general policies and procedures described. For that reason, if an employee has any questions concerning eligibility for a particular benefit, or the applicability of a policy or practice to a particular situation, the employee should address any specific questions to the executive director. ICJ retains the right to interpret these policies, and any questions about the interpretation or application of any policy contained in this manual shall be determined by, and in the sole judgment and discretion of the executive director.

Second, this manual does not create an express or implied contract of employment. Any employment contract between ICJ and any employee must be in a separate document that is clearly titled “Employment Agreement” and is signed by both the employee and the executive director. No employee, office or agent of ICJ other than the executive director has the authority to create a contract (whether verbal, written or implied) of employment with any individual. Unless documented in written agreement, signed by the employee and the executive director, every employee’s employment with ICJ is terminable at the will of either party. This means that either the employee or ICJ may end the employment relationship, at any time, for any reason or no reason at all, with or without notice.

Finally, the guidelines and policies contained in this manual are for employees’ information only. Because it is impossible to cover all of the potential issues that may arise, this manual is not all-inclusive and ICJ may add to, revise, change or eliminate any of these policies at any time. ICJ will attempt to inform its employees of any changes to the guidelines and policies contained in this manual as they occur.

GENERAL INFORMATION

HOURS OF OPERATION/EMPLOYEE WORK SCHEDULES

ICJ offices shall generally be open from **8:00 a.m. to 5:00 p.m.** on weekdays. However, individual employees’ work schedules shall be determined by the executive director and may encompass hours prior to 8:00 a.m. and/or after 5:00 p.m.

WORKPLACE SAFETY

ICJ is committed to maintaining a safe and healthy workplace environment for the benefit of all employees and others who visit ICJ premises. Employees should immediately notify their supervisor of any hazardous conditions that might endanger the health or safety of ICJ

employees or guests. Employees must immediately notify the executive director if they are injured while working.

HAZARDOUS CONDITIONS

In the event of inclement weather and/or other hazardous conditions in which travel to and from work may jeopardize the safety of employees, ICJ offices may be closed at the discretion of the executive director or his/her designee. Employees will be notified of any such closure through the established procedures of their primary work location.

TELECOMMUTING

Telecommuting arrangements are permissible at the sole discretion of the executive director. The specific parameters of any such arrangement may be customized on a case-by-case basis. Because telecommuting is a discretionary privilege and not a right, any such arrangement shall remain subject to termination by ICJ at any time, with or without cause. An employee who has been granted telecommuting privileges may request that such an arrangement be terminated, but the employee shall not be entitled to terminate the arrangement and return to the ICJ workplace without the approval of the executive director.

OPEN DOOR POLICY

The essence of the ICJ open door policy is to promote open communication in an environment of mutual trust and respect. ICJ will attempt to resolve all employees' issues within a reasonable period of time while preserving the confidentiality and privacy of those involved to the extent feasible.

CONSULTANTS/CONTRACTORS

To the extent permitted by law, ICJ expects its consultants and contractors to honor and abide by ICJ policies. Therefore, whenever possible without jeopardizing the legal status of any party, ICJ will seek to bind its consultants and contractors to agreements requiring them to comply with ICJ policies in the performance of any work commissioned by ICJ.

EMPLOYMENT OR CONSULTING AGREEMENTS WITH CURRENT AND FORMER PUBLIC OFFICIALS

Given the nature of ICJ operations, caution must be exercised to avoid the appearance of any conflict of interest or undue influence as a result of the relationship between ICJ and current and former public officials. Accordingly, to avoid the appearance of any impropriety and/or potential conflicts of interest, ICJ will not enter into an employment or consulting relationship with any public official during the time in which a person holds public office and for a period of **12 months** following an individual's departure from public office unless the terms and conditions of the employment or consulting services are fully disclosed to the governing authority of the

organization. For purposes of this policy, the term “public official” and “public office” shall relate to any person who has been elected or appointed to perform activities or functions of an administrative, executive, legislative, or judicial nature on behalf of any local, state or federal government.

DEFINITIONS

a. Full-Time vs. Part-Time

Full-time status includes employees who are regularly scheduled to work at least **40 hours** per week. Part-time status includes employees who are regularly scheduled to work less than **40 hours** per week.

b. Temporary vs. Regular

The temporary category includes employees whose positions are not expected to exist for more than **six months** of continuous employment whereas the regular category includes employees whose positions are expected to exist for more than **six months**.

c. Exempt vs. Nonexempt

Exempt employees are employees who are exempt from the minimum wage and overtime provisions of the Fair Labor Standards Act (FLSA). Unless an employee’s job duties render the employee’s position exempt from the FLSA’s minimum wage and overtime requirements, an employee will be classified as nonexempt for minimum wage and overtime purposes.

RECRUITMENT AND SELECTION

a. Authority to Hire

No staff position shall be established or filled without prior approval of the executive director or his/her designee.

EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

ICJ is an equal opportunity employer. ICJ is committed to providing equal employment opportunity to all employees and applicants for employment. Therefore, in accordance with federal, state and local law, ICJ will not discriminate against a qualified employee or applicant for employment on the basis of race, gender, sexual orientation, gender identity, gender expression, color, religion, national origin, ancestry, age, disability, medical condition, marital status, pregnancy, covered veteran or military status or any other characteristic protected by law.

ICJ will provide reasonable accommodation to qualified employees with disabilities to enable the employee to perform the essential functions of his or her job, unless to do so would impose an undue hardship to ICJ. An employee seeking a reasonable accommodation for a disability should direct his or her request for accommodation to the executive director.

EMPLOYMENT

NEPOTISM AND FRATERNIZATION

- a. Purpose and applicability.** The purpose of this policy is to provide a process that allows members of the same family or household, or employees within a supervisory/subordinate relationship who became involved in a romantic relationship, to be employed without placing them in a real or apparent conflict of interest. Employees and applicants for employment shall not be denied employment opportunities because of their status as a family or household member of another employee. This policy applies to all employees of ICJ and its affiliated entities, except as provided in this policy.
- b. Definitions.** For purposes of this policy, “family or household member” means the employee’s spouse, child or step-child, ward of the employee or the employee’s spouse or domestic partner, parent of the employee or employee’s spouse or domestic partner, grandparent or grandchild of the employee or the employee’s spouse or domestic partner, nephew or niece of the employee or employee’s spouse or domestic partner, brother-in-law or sister-in-law of the employee or employee’s spouse or domestic partner or other members of the employee’s household, whether or not related by blood or marriage.
- c. Nepotism prohibited.** For the purposes of this policy, nepotism is defined as a bestowal of favors or appointment to a job or position based on kinship. Members of the same family or household are eligible for employment with ICJ and its affiliated entities. Except as provided in this policy, a direct supervisory relationship shall not exist between family or household members.
- d. Fraternization.** Romantic involvement with a co-worker, particularly with employees within a reporting relationship, presents the potential for conflicts of interest, allegations of favoritism, or concerns about sexual harassment. An employee should immediately disclose any romantic relationship with a coworker within a reporting relationship to the executive director to determine whether the relationship affects the application of this policy.
- e. Exceptions.** In exceptional circumstances, a direct supervisory relationship may exist between employees who are family or household members or who are involved in a romantic relationship. Such circumstances may be necessitated by factors such as the unique qualifications or responsibilities of the individuals involved or the lack of other available appropriate supervisory personnel. Any exception to this policy must be approved by the executive director, and all employment decisions affecting the subordinate employee, such as selection, hiring, corrective action, investigation, performance review, compensation, or furlough must be assigned to other supervisory personnel.
- f. Change in relationship between employees.** The supervisor or manager involved in a relationship covered under this policy shall notify the executive director when a change affecting application of this policy occurs. This includes employees in a supervisor and subordinate relationship who become family or household members, the development of a supervisor and subordinate relationship between family or household members, and/or the development of a

romantic relationship between employees within a reporting relationship. When a change in a relationship occurs that affects application of this policy, ICJ will attempt to make suitable arrangements for transfer of one of the employees, although no promise of continued employment of either person involved in such a relationship is made by the existence of this policy.

INITIAL REVIEW PERIOD

Newly hired employees, reassigned employees and employees who have been promoted must serve an initial review period of **six months**. At **six months** or sooner, if appropriate, the employee will receive a performance appraisal, at which time a decision will be made about continued employment.

PERFORMANCE APPRAISAL

All employees will receive performance appraisals after the first **6 months** of employment, or within **6 months** of reassignment to a position requiring the completion of another initial review period, and thereafter on an annual basis at the discretion of the appropriate supervisor. Any issues relating to an employee's job performance may be addressed at any time.

The purposes for which employee performance appraisals may be used include, but are not limited to, the following:

- To evaluate the employee and to inform the employee of strong and weak points, as well as training needs and expected improvements;
- To recognize the employee's potential for promotion;
- To determine the employee's eligibility for salary advancements; and
- To maintain a documented history of the employee's performance.

Employee performance will be evaluated in light of the employee's job description and all appropriate factors relevant to the fulfillment of the employee's job duties. All employees shall receive copies of their performance appraisals upon their completion. Performance appraisals become a permanent part of the employee's personnel file and are available for review upon request.

PAYDAY

Employees are paid twice monthly on the fifteenth and the last day of the month. If the payday falls on either a weekend or holiday, payday will be the last work day immediately prior to the fifteenth or the last day of the month. Employees will be required to receive their payment of wages via direct deposit to the extent permitted by state law.

COMPENSATION

a. Salary/Hourly Pay

An employee's salary or hourly pay is based principally on an employee's qualifications, level of responsibility and performance relative to position. Other factors to be considered include the salary/hourly pay range for the employee's position as determined by the job classification and the availability of budgeted funds for the position.

b. Bonus

Bonuses may be granted at the discretion of the executive director.

SALARY INCREASES

Salary increases may be granted at the discretion of the executive director.

OVERTIME

Employees who are not exempt from overtime under FLSA shall be paid overtime rates (one-and-a-half times their regular rate of pay or the rate required by applicable state or federal law) for hours worked in excess of the **40 hours** per work week. All overtime worked by nonexempt employees must be pre-approved by the executive director.

BENEFITS

In addition to other forms of compensation, ICJ is committed to providing a wide range of competitive benefits to its employees and, as appropriate, to their family/household members, including domestic partners. Benefits offered to ICJ employees include, but are not limited to: Social Security (FICA), workers' compensation, retirement programs, unemployment insurance, disability insurance, group life and accidental death insurance, medical, dental and vision insurance. The availability of individual benefits, the nature and extent of ICJ contributions, and the terms and conditions governing employee eligibility for such benefits are subject to all applicable statutory, regulatory, contractual, plan and/or insurance policy provisions.

HOLIDAYS

It is the practice of ICJ to engage in good faith efforts to reasonably accommodate the bona fide religious beliefs and practices of its employees. Employees may take time off for religious holidays not included in the ICJ holiday schedule with the approval of the executive director. Such time off should be covered by the use of paid personal time (PPT).

When a holiday falls on either Saturday or Sunday, it will be observed on the previous Friday or following Monday, unless otherwise determined by the executive director. Holidays are to be observed on their prescribed days unless it is necessary for an employee to be at work.

Eligibility

Regular, full-time employees and regular, part-time employees who work at least 20 hours per week are eligible for holiday pay as long as they are in an active status or are on an approved, paid leave of absence.

Holiday Pay for Regular, Part-Time Hourly Employees

Regular, part-time hourly employees who work at least 20 hours per week will receive holiday pay based on the hours they would have been regularly scheduled to work on that day.

Pay for Hourly and Salaried Non-Exempt Employees who work on a Designated Holiday

Hourly and salaried non-exempt employees required to work on a designated holiday will receive their regular holiday pay as well as their regular, straight-time rate of pay for all hours worked on the holiday.

PAID PERSONAL TIME (PPT)

ICJ provides paid personal time (PPT) to all eligible employees. Eligible employees are encouraged to use their earned allowance each year. To every extent possible, PPT will be scheduled to suit the employee. Consideration of workloads and similar factors, however, may necessitate schedule changes.

PPT requests should be submitted as far in advance of the requested PPT dates as is practical and are subject to the approval of the appropriate supervisor.

a. Record of Paid Personal Time

A PPT record will be maintained for each employee. Accumulated PPT balances are available to employees and all PPT used will be documented by the employee and approved by the appropriate supervisor. Employees may use PPT in quarter hour increments.

b. Rate of Accrual

Full-time, regular employees will accrue PPT on the following basis:

- Employed less than one year, four hours per semi-monthly pay period or the equivalent of 12 days per year.
- Employed one year but less than five years, 5.6667 hours per semi-monthly pay period or the equivalent of 17 days per year.
- Employed five years but less than 10 years, 6.6667 hours per semi-monthly pay period or the equivalent of 20 days per year.
- Employed 10 years or more, 7.3334 hours per semi-monthly pay period or the equivalent of 22 days per year.
- Part-time, regular employees who work at least 20 hours per week will accrue PPT on a pro rata basis with respect to the percentage of time worked based on a 40 hour week.

Eligible employees will accrue PPT while in a paid status.

c. Accumulation Cap

Employees may accrue up to 360 hours (45 days) of PPT which may be carried over from year to year. However, once an employee reaches this accumulation cap, the employee will cease to

accrue additional PPT until the employee reduces his/her PPT accumulation through ordinary use of PPT.

Upon termination of employment, death while employed, or a break in service involving a period of leave without pay for more than one year, employees or their estates will receive a lump sum payment for unused PPT.

PAID SICK TIME CREDIT

- Full-time employees: 4.0 hours per pay period.
- Part-time employees (at least 20 hours per week): Pro rata basis with respect to the percentage of time worked based on 40 hour work week.
- Part-time employees (less than 20 hours per week): 2.0 hours per semi-monthly pay period.

ACCUMULATION CAP – PAID SICK TIME

A maximum of 800 hours (100 days) can be carried over from year to year.

PAID SICK TIME

ICJ provides paid sick time to all employees. Paid sick time provides time off to employees who must be absent for personal or family medical reasons and for safe time related to domestic violence, sexual assault, and stalking.

a. Record of Sick Time

A record of paid sick time will be maintained for each eligible employee. Accumulated paid sick time balances are available to employees and all paid sick time used will be documented and approved by the appropriate supervisor. Employees may use paid sick time in quarter-hour increments.

b. Paid Sick Time Credit

Full-time employees will be credited with paid sick time at the rate of 4.0 hours per semi-monthly pay period. Part-time employees who work at least **20 hours** per week will be credited with sick leave on a pro rata basis with respect to the percentage of time worked based on a **40 hour** week. Part time employees working less than 20 hours per week will earn 2 hours per semi-monthly pay period. Eligible employees will be credited with paid sick time while in a paid status.

c. Accumulation Cap

Employees may be credited with a maximum of 800 hours (100 days) of paid sick time which may be carried over from year to year. However, once an employee reaches this accumulation cap, the employee will cease to accrue additional paid sick time until the employee reduces his/her paid sick time accumulation through the ordinary use of paid sick time.

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL ASSISTANCE

ICJ supports professional growth and development of its employees. At the discretion of the appropriate supervisor, and subject to the availability of sufficient budgetary resources, employees may participate in professional development activities (i.e. leadership programs, conferences, seminars, training courses). Employees who have completed at least one year of continuous service with ICJ and who work at least **20 hours** per week are eligible to receive educational assistance from ICJ in accordance with established guidelines.

EMPLOYEE ASSISTANCE PROGRAM

ICJ recognizes that employees may encounter personal and family problems. ICJ will endeavor to assist employees in identifying appropriate referral services to address such problems. The employee is responsible for maintaining satisfactory work performance and conduct on the job while participating in these referral programs.

Consistent with its commitment to maintaining a drug-free work environment, ICJ will also seek to assist employees who experience problems related to substance abuse. Under appropriate circumstances, and as provided in these policies, ICJ employees may also be referred to the Employee Assistance Program by a supervisor and/or ICJ may mandate that an employee participate in the Employee Assistance Program. Employees have the right to protection from the improper release of information concerning their access to employee assistance provided by ICJ, and ICJ shall seek to maintain that confidentiality at all times.

LEAVES OF ABSENCE

FUNERAL/BEREAVEMENT LEAVE

An employee will be granted funeral/bereavement leave with pay upon the death of an employee's spouse or domestic partner, parents, parents in-law (or those who stand in lieu of parents or parents-in-law), child, siblings, grandparent, grandchild or a member of the employee's immediate household. Up to **three days** per instance will be provided for this leave.

Approval of paid leave for attendance at funerals for another staff member, or family of a staff member, or others is subject to the discretion of the executive director.

COURT AND JURY LEAVE

ICJ supports employees in fulfilling their civic responsibilities when they are called to serve on jury duty or when they are subpoenaed to testify in a court case in which they are a disinterested third party witness. For purposes of this policy, the following definitions apply:

1. Juror—an employee summoned to serve on a jury in a federal or state court.
2. Disinterested Third Party Witness—an employee who is subpoenaed to testify in court in a capacity other than as a defendant, plaintiff or other interested party (one who initiated the legal action or has a stake in the outcome of the proceeding, whether monetary or personal).

Employees who are called to serve on jury duty or are subpoenaed as a disinterested third party witness will be paid their regular wages for the period of their service subject to the following:

1. The employee must present to his/her supervisor the summons or subpoena received from the appropriate government authority as soon as possible.
2. Upon completion of jury or witness service, the employee must submit to his/her supervisor the appropriate documentation verifying dates of service.

ELECTIONS/VOTING LEAVE

ICJ recognizes the importance of elections and voting in the American democratic process. Therefore supervisors may, at their discretion in accordance with applicable state law, permit employees to arrive at work late or leave work early for a reasonable amount of time based on the employee's voting location, at the employee's regular rate of pay, for purposes of permitting the employee sufficient time to vote in public elections.

MILITARY LEAVE

ICJ is proud to recognize and support the commitment and sacrifice of its employees who honor their country through service in the Armed Forces of the United States. Any employee who is a member of the National Guard or Reserves will be relieved from ICJ duties to serve under orders on active duty (including long-term deployments) or training duty.

The employee will be compensated at an amount equal to the difference in military pay and pay at ICJ for the period of time while on military leave. An employee requiring military leave shall provide the executive director with a copy of his/her reporting instructions, service orders, induction notice or other documentation as appropriate. Military leave shall not be charged against an employee's accumulated paid personal time (PPT) or paid sick time, unless the employee wishes to use his/her accumulated PPT or paid sick time for this purpose. ICJ shall comply with all applicable state and federal laws regarding the reinstatement rights and benefits of employees on military leave returning to work upon the completion of their military service.

FAMILY AND MEDICAL LEAVE ACT (FMLA)

Employees may, depending upon whether they meet defined eligibility and qualifications criteria, be entitled to take up to **12 weeks** of unpaid, job-protected leave each year in accordance with ICJ obligations under the Family and Medical Leave Act (FMLA). ICJ applies a "rolling calendar" method for determining an employee's eligibility for leave. ICJ will also require an employee to concurrently use accrued paid sick time or paid personal time (PPT) during any period of leave designated under the FMLA until they have satisfied the eligibility period for any disability benefits for which they are eligible.

a. Basic Leave Entitlement

FMLA requires covered employers to provide up to **12 weeks** of unpaid, job-protected leave to eligible employees for the following reasons:

1. For incapacity due to pregnancy, prenatal medical care or child birth;
2. To care for the employee's child after birth, or placement for adoption or
 - (i) foster care;
3. To care for the employee's spouse, son or daughter, or parent, who has a
 - (ii) serious health condition;
4. For a serious health condition that makes the employee unable to
 - (iii) perform the employee's job;
5. Any qualifying exigency arising out of the fact that the employee's
 - (iv) spouse, son, daughter or parent is a covered military member on "covered
 - (v) active duty"; or
6. To care for a covered service member with a serious injury or illness who
 - (vi) is the employee's spouse, son, daughter, parent or next of kin (military
 - (vii) caregiver leave).

b. Military Leave Entitlements under FMLA (Qualifying Exigency and Military Caregiver)

Eligible employees with a spouse, son, daughter or parent on active duty or called to active duty status in the National Guard or Reserves in support of a contingency operation may use their **12-week** leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings. FMLA also includes a special leave entitlement that permits eligible employees to take up to **26 weeks** of leave to care for a covered service member during a single **12-month** period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is in the temporary disability retired list.

c. Benefits and Protections

Group benefits such as health, dental, vision, life and disability for employees on approved FMLA leave will continue as long as the employee contributions are paid by the employee.

Employees on unpaid FMLA leave are not eligible for holiday pay benefits. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

d. Eligibility Requirements

Employees are eligible if they have worked for ICJ for at least one year or for **1,250 hours** over the previous **12 months**.

e. Definition of Serious Health Condition

A serious health condition is an illness, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care

provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than **three consecutive** calendar days combined with at least **two visits** to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

f. Use of Leave

An employee does not need to use FMLA leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make a reasonable effort to schedule leave for planned medical treatment so as to not unduly disrupt ICJ operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

g. Substitution of Paid Leave for Unpaid Leave

ICJ will require the use of accrued paid sick time and/or paid personal time (PPT) while taking FMLA leave until an employee satisfies the eligibility period for any disability benefits for which they are eligible. In order to use paid sick time or PPT for FMLA leave, employees must comply with the normal paid sick time and PPT policies of ICJ.

h. Employee Responsibilities

Employees must provide **30 days** advance notice of the need to take FMLA leave when the need is foreseeable. When **30 days'** notice is not possible, the employee must provide notice as soon as practicable. Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform ICJ if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees will be required to provide FMLA certification and may be required to provide periodic recertification supporting the need for leave. Employees must provide ICJ with documentation from their health care provider supporting their release to duty prior to returning to work in any capacity. Employees must return to work, or apply for an extension of FMLA prior to or on the expiration date of their approved FMLA leave.

i. Employer Responsibilities

ICJ will inform employees requesting leave whether they are eligible under FMLA. If they are, the notice will specify any additional information required as well as the employee's rights and responsibilities.

If they are not eligible, ICJ will provide a reason for the ineligibility. ICJ will inform employees if leave will be designated as FMLA eligible and the amount of leave counted against the

employee's leave entitlement. If ICJ determines that the leave is not FMLA eligible, ICJ will notify the employee.

j. Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

1. Interfere with, restrain or deny the exercise of any right provided under FMLA;
2. Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

k. Enforcement

ICJ requests that any employee who believes that ICJ has not complied with the FMLA first bring the employee's concerns to the attention of the executive director so that ICJ may first attempt to resolve the matter internally.

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against ICJ if the employee believes that ICJ has not complied with its obligations under the FMLA. The FMLA does not affect any federal or state law prohibiting discrimination, or supersede any state or local law or collective bargaining agreement which provides greater family or medical leave rights.

MEDICAL LEAVE OF ABSENCE (MLOA)

Full-time employees and part-time employees who work at least **20 hours** per week and who are not eligible for FMLA may apply for a medical leave of absence. MLOA may be granted due to personal medical conditions, including incapacity due to pregnancy, prenatal medical care or childbirth up to a maximum of **12 weeks** during any "rolling" **12 month** period.

Employees must provide **30 days** advance notice of the need to take MLOA when the need is foreseeable. When **30 days'** notice is not possible, the employee must provide notice as soon as practicable. Employees will be required to provide MLOA certification from their health care provider and may be required to provide periodic recertification supporting the need for leave.

MLOA is an unpaid leave. Employees are required to concurrently use accrued paid sick time or paid personal time (PPT) during any period of leave designated as MLOA until they have satisfied the eligibility period for any disability benefits for which they are eligible.

MLOA will continue as long as the employee contributions are paid by the employee. Employees on approved MLOA should contact ICJ to discuss payment options. Employees on unpaid MLOA are not eligible for holiday pay benefits.

An employee does not need to use MLOA in one block. MLOA can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make a reasonable effort to schedule leave for planned medical treatment so as to not unduly disrupt ICJ operations.

Employees must provide ICJ with documentation from their health care provider supporting their release to duty prior to returning to work in any capacity. Employees must return to work, or apply for an extension of MLOA prior to or on the expiration date of their approved MLOA.

The FMLA does not apply to MLOA granted under this policy, and therefore the rights and protections afforded by the FMLA do not apply to MLOA taken by an employee who is not otherwise eligible for leave under the FMLA.

MLOA under this policy will be granted at the discretion of the executive director, taking into account the business needs of the organization and its ability to provide the MLOA without causing undue hardship to the organization. Approval of MLOA granted under this policy must be provided in writing by ICJ to the employee taking MLOA.

ADMINISTRATIVE LEAVE

Administrative leave is a discretionary form of leave administered by the executive director or the appropriate officer(s). At the sole discretion of the executive director or the appropriate officer(s) an employee may be granted or required to take administrative leave, with or without pay and with benefits, for a specified period or periods. It shall be the policy of ICJ, with exceptions to be approved by the executive director or the appropriate officer(s) that all applicable paid sick time and paid personal time (PPT) are exhausted prior to the granting of any administrative leave. Employees who are required to take administrative leave need not first exhaust their other accumulated paid sick time or PPT. Administrative leave may be taken in hourly increments.

DISCRETIONARY LEAVE OF ABSENCE WITHOUT PAY

In addition to all other forms of leave, an employee may be granted discretionary leave without pay at the discretion of the executive director. It shall be the general policy of ICJ, with exceptions to be approved by the executive director that all applicable paid personal time (PPT), paid sick time, FMLA or MLOA are exhausted prior to being granted a discretionary leave of absence without pay.

When an employee is on discretionary leave without pay, the employee may continue to participate, at his/her own expense, in the various benefit plans according to the plans' terms and conditions and ICJ participation schedules. No contributions will be made by ICJ to employee retirement plans during the period of any unpaid discretionary leave of absence.

Employees do not accrue PPT and are not credited with sick time while on discretionary leave of absence without pay. Discretionary leave of absence without pay may be taken in hourly increments.

PAID PARENTAL LEAVE

The purpose of the paid parental leave policy is to give parents additional flexibility and time to bond with their new child, adjust to a new family situation and balance their professional obligations without the burden of lost wages or the stress of exhausting vacation and sick leave.

ICJ will provide up to six weeks (240 hours) of paid parental leave to regular, part-time and full-time employees for the birth of an employee's child or the placement within an employee's home of an adopted child under the age of 18.

Eligibility criteria:

- Regular, full-time or part time employees are eligible for paid parental leave on the first day of the month following their date of hire.
- For purposes of this policy, parents are defined as the birth or adoptive mother or father of a newborn child or newly adopted child under the age of 18. (Adoption of a spouse's or partner's child(ren) is excluded from this policy.)
- Surrogate mothers and sperm donors are excluded from coverage under this policy.
- If a birth or adoption event occurred prior to the employee's eligibility date, the employee is not eligible for paid parental leave.

Leave provisions:

- Paid parental leave must commence no later than *three months* after the birth or adoption and may continue for up to six consecutive weeks (240 hours).
- Paid parental leave may not be taken intermittently.
- Any unused leave at the end of the birth or adoption event will be forfeited.
- Employees on approved paid parental leave are not required or permitted to utilize paid personal time or paid sick time.
- Paid parental leave will be paid at 100% of an eligible employee's straight-time, regular pay. Regular, part-time employees will be paid on a pro rata basis with respect to the percentage of time worked based on a 40 hour work week when the employee is not eligible for ICJ group short-term disability benefits or state disability benefits.
- Paid parental leave will run concurrently with any ICJ short-term-disability benefits or state disability benefits that the employee is eligible to receive. In cases where an employee is eligible for short-term disability benefits or state disability benefits, ICJ will pay the difference in the benefit amount and the amount equal to 100% of the employee's straight-time, regular pay. Regular, part-time employees will be paid the difference on a pro rata basis with respect to the percentage of time worked based on a 40 hour work week.
- Paid parental leave will run concurrently with FMLA leave for employees who are eligible for FMLA. The concurrent use of paid parental leave will decrease, in whole or in part, the amount of FMLA leave available to an eligible employee.
- Paid parental leave will run concurrently with all other types of leave of absence as defined in the personnel policies and will decrease, in whole or in part, the amount of leave of absence available if applicable.
- The fact that multiple birth or adoption occurs (for example, the birth or adoption of twins) does not increase the length of paid parental leave granted for that event.
- If a holiday falls within an approved paid parental leave payment period, an employee will be compensated for that day as paid parental leave pay and not holiday pay.

- ICJ will continue to pay its share of the cost of an eligible employee's group insurance during approved paid parental leave. The employee's share of the premium will be deducted from the employee's pay in accordance with normal practices.
- Employees on paid parental leave will receive any pay adjustments that they would have received had they not taken time off for paid parental leave.
- Employees may not perform ICJ work while on paid parental leave.
- Paid parental leave is a benefit of employment at ICJ and its use will not be considered as a negative factor in employment actions such as hiring, promotions or performance reviews.

Requirements:

- Eligible employees should notify the executive director of the need and estimated timing and duration of paid parental leave at least 30 days prior to the commencement of the leave. If the 30 days' notice is not foreseeable, the employee should provide as much advance notice as practicable.
- Appropriate FMLA or Medical Leave of Absence certification forms are required where applicable.
- Certification of legal adoption will be required for adoptions.
- Paid parental leave application forms shall be completed prior to approval for all paid parental leave requests.

Reinstatement:

An employee on paid parental leave will be restored to the same position he or she held when paid parental leave began. The employee will not be restored to any position if the employment relationship would have terminated had the employee not taken paid parental leave; or the employee informs ICJ of his or her intent not to return to work at the expiration of the paid parental leave; or the employee fails to return at the expiration of the paid parental leave.

PERFORMANCE GUIDELINES / WORK RULES

ICJ CODE OF CONDUCT

All ICJ employees are responsible for engaging in ethical activities that enhance our credibility and value with the members we serve, the colleagues with whom we work, and the entities with which we do business.

a. Organizational Code of Conduct

ICJ and its employees must, at all times, comply with all applicable laws and regulations, as well as with ICJ policies and procedures. ICJ will not condone or tolerate illegal or unethical conduct on the part of its employees. This includes any payments for illegal acts, indirect contributions, rebates, and bribery. ICJ does not permit any activity that fails to stand the closest possible public scrutiny.

All business conduct should be well above the minimum standards required by law. Accordingly, employees must ensure that their actions cannot be interpreted as being, in any way, in contravention of the laws and regulations governing ICJ operations.

b. General Employee Conduct

ICJ expects its employees to conduct themselves in a businesslike manner at all times, including ICJ business social functions. Unprofessional activities are strictly prohibited while on the job, including misuse of alcoholic beverages at ICJ functions.

c. Conflicts of Interest

ICJ expects that employees will perform their duties conscientiously, honestly and in accordance with the best interests of the organization. Regardless of the circumstance, if employees sense that a course of action they have pursued, are presently pursuing, or are contemplating pursuing may involve them in a conflict of interest with their employer, they should immediately communicate all the facts to their supervisor.

d. Outside Activities, Employment and Directorships

All employees share a responsibility for ICJ public relations, especially at the community level. Participation in community activities is encouraged, as long as it doesn't interfere with job performance or create a conflict of interest.

e. Relationships with Clients and Suppliers

Employees should avoid investing in or acquiring a financial interest for their own accounts in any business organization that has a contractual relationship with ICJ, or that provides goods or services, or both, to the organization, if such investment or interest could influence or create the impression of influencing their decisions in the performance of their duties on behalf of ICJ. No employee, officer or agent of ICJ shall participate in the selection, award or administration of a contract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in ICJ and is awarded such a contract.

f. Gifts, Entertainment and Favors

Employees must not solicit or accept entertainment, gifts, or personal favors that could, in any way, influence or appear to influence, business decisions in favor of any person or organization with whom or with which ICJ has, or is likely to have, business dealings. Similarly, employees must not solicit or accept any other preferential treatment because their position with ICJ might be inclined to, or be perceived to, place them under obligation. The officers, employees and agents of ICJ shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to sub-agreements supported by federal funds.

g. Kickbacks

Regarding ICJ business activities, employees may not receive payment or compensation of any kind, except as authorized under the organization's remuneration policies. In particular, ICJ strictly prohibits the acceptance of kickbacks and secret commissions from suppliers or others.

h. Organization Funds and Other Assets

Employees who have access to ICJ funds in any form must follow the prescribed procedures for recording, handling, and protecting money as detailed in the organization's instructional manuals or other explanatory materials, or both. ICJ imposes strict standards to prevent fraud and dishonesty. If employees become aware of any evidence of fraud and dishonesty, they should immediately advise their supervisor, so the organization can promptly investigate further.

When an employee's position requires spending ICJ funds or incurring any reimbursable personal expenses, that individual must use good judgment on the organization's behalf to ensure that good value is received for every expenditure.

ICJ funds and all other assets of the organization are for the organization purposes only and not for personal benefit.

i. Organization Records and Communications

Accurate and reliable records of many kinds are necessary to meet ICJ legal and financial obligations and to manage the affairs of the organization. ICJ books and records must reflect in an accurate and timely manner all business transactions. The employees responsible for accounting and recordkeeping must fully disclose and record all assets, liabilities or both, and must exercise diligence in outlining and enforcing these requirements. Employees must also follow document retention policies. Unauthorized destruction of ICJ records is a violation of the ICJ Code of Conduct. Employees must not make or engage in any false record or communication of any kind, whether internal or external, including but not limited to:

- False expense, attendance, production, financial, or similar reports and statements.
- False advertising, deceptive marketing practices or other misleading representations.

j. Dealing with Outside People and Organizations

Employees must take care to separate their personal roles from their organizational positions when communicating on matters not involving ICJ business. Employees must not use organization identifications, stationery, postage, supplies and equipment for personal or political matters.

When communicating publicly on matters that involve ICJ business, employees must not presume to speak for the organization on any topic, unless they are certain that the views they express are those of the organization, and it is the organization's desire that such views be publicly disseminated.

When dealing with anyone outside the organization, including public officials, employees must take care not to compromise the integrity or damage the reputation of either the organization, or any outside individual, business or government body.

k. Privacy and Confidentiality

When handling financial and personal information about members, customers or others with whom ICJ has dealings, employees must observe the following principles:

- Collect, use and retain only the personal information necessary for the organization's business.
- Whenever possible, obtain any relevant information directly from the person concerned. Use only reputable and reliable sources to supplement this information.
- Retain information only for as long as necessary or as required by law or ICJ records retention schedule.
- Protect the physical security of confidential ICJ information.
- Limit internal access to personal information to those with a legitimate business reason for seeking that information and use personal information only for the purposes for which it was originally obtained.
- Obtain the consent of the person concerned before externally disclosing any personal information, unless legal process or contractual obligation provides otherwise.

1. Intellectual Property and Confidentiality of ICJ Business Matters

It is the policy of ICJ that any and all inventions, processes, programs, documents, intellectual property, and other developments or improvements conceived or developed by an employee, alone or with others, during the term of the employee's employment with ICJ, whether or not during working hours, that are within the scope of the duties the employee performs for ICJ, that are within the scope of ICJ business, or that relate to any ICJ work or projects, are the exclusive property of ICJ unless prohibited by law or is a condition of a separate agreement. Each employee must assist ICJ, at the expense of ICJ, to obtain patents for any patentable ideas, inventions, or other developments, and shall execute all documents necessary to obtain these patents under the ICJ name.

i. Non-Disclosure and Non-Use of Confidential Information

Employees may, during their employment with ICJ, become familiar with, have access to, or receive confidential information that belongs to ICJ. "Confidential Information" is proprietary, trade secret, or other information maintained by ICJ or constituents of ICJ that is not readily ascertainable by the public and includes but is not limited to, the identity of constituents and potential constituents, data collected about constituents and prospective constituents, computer programs or data belonging to ICJ or constituents of ICJ, proprietary inventions, processes, program, intellectual property, research, technology, marketing plans, non-public financial data, financial forecasts, and documents and things containing such confidential information. Each employee agrees, as a condition of employment or continued employment with ICJ, that during the term of the employee's employment with ICJ and continuing for the maximum period permitted by local, state, or federal law after the termination of the employee's employment with ICJ for any reason, whether voluntary or involuntary and whether with or without cause, not to use, disclose, or permit the disclosure of the confidential information belonging to ICJ or constituents of ICJ except as expressly authorized by ICJ or constituents of ICJ.

ii. Return of Documents and Records Following Termination of Employment

Under no circumstance shall an employee remove from the ICJ place of business any books, records, documents, computer disks, constituents lists, prospective constituents list, or other written or recorded materials, including but not limited to any written or recorded materials containing confidential information, or any copies of such materials, without the express authorization of ICJ. Each employee must agree, as a condition of employment or continued

employment with ICJ, that upon termination of the employee's employment with ICJ for any reason, whether voluntary or involuntary and whether with or without cause, the employee will return to ICJ in good condition all records, documents, memoranda, equipment, or other property belonging to ICJ or ICJ constituents.

m. Corrective Action

Any breach of this Code of Conduct will result in appropriate corrective action up to and including termination, and, where appropriate, the referral to law enforcement authorities for criminal prosecution.

n. No Retaliation

Retaliation in any form against an individual who in good faith reports a violation of this Code of Conduct or of law, even if the report is mistaken, or who assists in the investigation of a reported violation, is itself a serious violation of this Code of Conduct. Acts of retaliation should be reported immediately and will be subject to appropriate corrective action, up to and including termination.

o. Firearms/Weapons

To the extent allowed by federal, state and local law, all employees and all other persons on ICJ premises (with the exception of authorized law enforcement or security personnel) are prohibited from possessing, carrying, concealing or introducing into the workplace any firearms, explosives or other weapons of any kind. Any employee or other person who violates this policy will be denied entry to, or removed from, the premises. Any employee who violates this policy will be subject to immediate corrective action, up to and including termination.

p. Allegations of Criminal Conduct

Employees charged with any criminal violation must report such charge to ICJ within **five days** after being charged with such crime. ICJ reserves the right to take such action during the pendency of any criminal charges as ICJ determines, in its sole discretion, is appropriate under the circumstances.

ANTI-HARASSMENT AND DISCRIMINATION POLICY

It is the policy of ICJ to maintain a working environment free from harassment based upon race, gender, sexual orientation, gender identity, gender expression, color, religion, national origin, ancestry, age, disability, medical condition, marital status, pregnancy, covered veteran or military status or any other characteristic protected by law. Unlawful harassment by any person, regardless of whether he or she is an employee of ICJ, a third party, a client or a vendor representative, is prohibited by this policy.

This policy describes prohibited harassment, its forms, and the procedure for reporting and investigating complaints of harassment.

a. Sexual Harassment

Unwelcome sexual advances, unwelcome requests for sexual favors, and other unwelcome verbal or physical conduct of a sexual nature constitute sexual harassment prohibited by this

policy when: (a) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (b) submission 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 unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment on the basis of the employee's sex.

Sexual harassment may include subtle pressure for sexual activity; accusations of sexual preference; demands for sexual favors accompanied by promises or threats related to an individual's employment status. In addition, unwelcome sexual suggestive objects, pictures or written words, sexual jokes, slurs or innuendoes, graphic commentaries or descriptions of sexual conduct, suggestive or insulting sounds, touching, leering, whistling and obscene gestures, if unwelcome, may constitute forms of sexual harassment prohibited by this policy.

b. Other Forms of Prohibited Harassment

Prohibited harassment based on other attributes, such as race, age, sexual orientation, disability or other protected characteristics may include, without limitation, unwelcome jokes, slurs, graphic commentaries, insulting sounds, obscene gestures, demeaning remarks and other conduct that has the purpose or effect of interfering with an individual's work performance or creates an intimidating, hostile or offensive working environment on the basis of an employee's protected characteristics.

c. Procedure for Reporting Sexual or Other Prohibited Harassment

All employees are responsible for maintaining acceptable standards of personal behavior in the business environment and for helping to ensure that assigned duties can be carried out in an atmosphere free of prohibited harassment.

The following step-by-step reporting, investigation, and corrective procedure for handling incidences of harassment will be used:

Step 1: Any employee with a complaint of any form of harassment prohibited by this policy has the responsibility to immediately report such conduct directly to either his or her direct supervisor, executive director or any other member of management with whom the employee feels comfortable.

Step 2: In determining whether a violation has occurred, a prompt, thorough and impartial investigation will be conducted reviewing the nature of the conduct and the context in which the alleged incidents occurred.

Step 3: Upon completion of the investigation, and where it is necessary, ICJ will take corrective action that is appropriate under the circumstances. Corrective action will be considered on a case by case basis, will depend on the severity of the behavior, and may include any level of corrective action, up to and including termination.

d. Retaliation is Prohibited

Retaliation against an individual for making a good faith complaint or report of harassment, or providing information regarding harassment, will not be tolerated. Retaliation will result in corrective action, up to and including termination. An employee with any complaint of retaliation has a responsibility under this policy to immediately report such conduct directly to the executive director or any other member of management with whom the employee feels comfortable.

e. Confidentiality

Confidentiality will be maintained to the extent possible, consistent with ICJ's obligation to undertake a full investigation. Disclosure of information related to an investigation will be on a need to know basis only.

f. False Complaints of Harassment or Discrimination

False accusations or complaints made in bad faith may result in corrective action, up to and including termination of employment of the person making such false or bad faith allegations.

g. Discrimination and Equal Employment Opportunity

It is the policy of ICJ to maintain a working environment free from discrimination. Discrimination based on race, gender, sexual orientation, gender identity, gender expression, color, religion, national origin, ancestry, age, disability, medical condition, marital status, pregnancy, covered veteran or military status, or any other characteristic protected by law is prohibited.

This applies to all areas of employment including hiring, training, salary administration, promotion, benefits, corrective action, and termination. As with harassment, ICJ employees must report incidents of discrimination using the process described above for reporting harassment. ICJ will follow the guidelines set forth for investigating and remedying harassment when addressing allegations of discrimination.

DRUG FREE WORKPLACE POLICY

ICJ is committed to providing a healthy and safe workplace that is free from substance abuse and adheres to the Drug Free Workplace Act of 1988. Substance abuse (both drug and alcohol abuse) has been proven to be detrimental to an individual's health and may jeopardize safety in the workplace. Therefore, the unauthorized possession, use, dispensation, distribution, manufacture or sale of alcohol, controlled substances or illegal drugs is prohibited on ICJ premises or when representing or conducting business for the organization. Any employee who engages in the unlawful possession, use, dispensation, distribution, manufacture, or sale of alcohol, controlled substances or illegal drugs on ICJ premises or when representing or conducting business for the organization or who is convicted of a criminal drug violation which occurred in the workplace or while representing or conducting business for the organization is subject to corrective action, up to and including termination of employment.

The Drug Free Workplace Act of 1988 requires any employee who is convicted of a criminal drug violation in the workplace to notify ICJ in writing within **five calendar days** of the conviction. ICJ will take appropriate corrective action within **30 days** of notification.

ICJ recognizes that substance abuse and addiction are treatable illnesses and encourages employees to seek treatment through the Employee Assistance Program (EAP) or through alternative treatment providers.

Individuals who violate the drug free workplace policy may be required to seek treatment. An employee who is required to seek treatment and fails to successfully complete any treatment program and/or repeatedly violates the drug free workplace policy will be terminated from employment.

All information received by ICJ through the drug free workplace program is confidential. Access is limited to those who have a legitimate need to know in compliance with relevant state and federal laws.

ALCOHOL POLICY FOR ICJ FUNCTIONS

ICJ advocates the responsible use of alcohol and designated drivers by all participants at ICJ functions. All employees and vendors shall comply with all applicable laws and regulations pertaining to the service of alcohol at ICJ-related functions, including those regarding vendor responsibility for denying service of alcohol to intoxicated persons. Employees and guests must be served by a contracted non-drinking server or bartender, and will not be permitted to prepare their own drinks. Non-alcoholic beverages must be served or available at all events where alcohol is consumed. Employees should refrain from over-indulging in alcohol served at ICJ functions. Employees should refrain from driving after consuming alcohol in excess of the legal limits, and ICJ reserves the right to take corrective action, up to and including termination of employment, if an employee operates any vehicle while under the influence of alcohol following an ICJ function.

Alcoholic beverages and/or any cereal malt beverage may not be stored in an ICJ workplace or on ICJ premises without the prior approval of the executive director. Consumption of alcoholic beverages on ICJ premises is prohibited unless there is an official ICJ function approved by the executive director.

TOBACCO POLICY

ICJ is committed to maintaining a smoke and tobacco free workplace. Neither smoking nor the use of tobacco products shall be permitted inside any ICJ workplace, or on ICJ premises except in designated smoking or tobacco use areas in outside locations as specified in accordance with all applicable laws and regulations.

USE OF COMMUNICATIONS SYSTEMS

ICJ employees are required to routinely use ICJ-provided communication services and equipment, such as facsimile machines, telephones, electronic mail, internet and intranet systems, voice mail, and mobile communication devices to promote efficient conduct of its

business. The proper use of ICJ communications equipment is the responsibility of every employee.

Staff access to ICJ-provided mobile communication devices and/or the reimbursement of expenses incurred by employees in connection with the work-related use of employee-owned communications systems, including mobile communication devices, shall be subject to the discretion of the executive director.

All ICJ communication services and equipment and any documents or messages created or contained within ICJ communication services and equipment are the property of ICJ and are regarded as documents belonging to ICJ. ICJ communication services and equipment are to be used for business purposes. Excessive use of ICJ communication services and equipment for personal reasons, or use of ICJ communication services and equipment for inappropriate purposes is prohibited and may lead to corrective action, up to and including termination of employment.

Employees should not expect that any communication created, sent or received on ICJ communication services and equipment is private. ICJ reserves the right to monitor, review, access, delete, reproduce or disclose anything created, sent or received on ICJ communication services or equipment, at any time, without notice.

ICJ communication services and equipment may not be used for the transmission or storage of commercial or personal advertisements, solicitations, promotions, destructive programs (viruses and/or self-replicating code), or any other unauthorized or improper use. ICJ employees shall not use an ICJ-provided mobile communications device while operating a motor vehicle.

a. Social Media Guidelines

Social media includes but is not limited to blogs, podcasts, discussion forums, RSS feeds, video sharing, and social networks such as Facebook and Twitter. These tools have become an integral part of everyday life for millions of people around the world.

The line between private and public activity has been blurred by these tools, which is why we are providing guidance. Information from your Facebook page, your blog entries, and your tweets can be easily circulated beyond your intended audience. As you participate or use any of these sites, please be aware that anything attributed to you on these sites has the potential to be seen by others.

As an employee of ICJ, it is important to remember that ICJ works diligently to maintain its nonpartisanship, integrity and credibility. Any comments attributed to you could be interpreted as written in your professional capacity and could ultimately be harmful not only to you, but also to ICJ and our members.

The following guidelines are intended to help you deal with the changing world of information sharing. Please use your best judgment when using social media, both professionally as well as in your private life.

- **Recognize that everything you write or receive on a social media site is public.** Anyone with access to the web can gain access to your activity on social media sites. Regardless of how careful you are in trying to keep them separate, in your online activity, your professional life and your personal life overlap.
- **Use the highest level of privacy tools available to control access to your personal activity,** but never assume the information you post will remain private or confidential.
- **Participation in some online groups could create the impression that you endorse their views.** Consider whether you can accomplish your purposes by just observing a group's activity, rather than becoming a member.
- **Be aware of your relationship with ICJ in online social networks.** Ensure your profile and related content is accurate and in no way reflects negatively on ICJ.
- **If you are uncertain whether a proposed post is appropriate and in conformity with ICJ's social media guidelines,** discuss the proposed post with your supervisor. Ultimately, employees are solely and individually responsible for what they post online.

CORRECTIVE ACTION

ICJ addresses employee behavior or performance issues through a program that:

- Emphasizes correction or improvement rather than punitive consequences.
- Promotes employees' ability to maintain self-respect and dignity.
- Gives sufficient notice of problems and time to implement corrective measures through a series of progressive steps, where appropriate.
- Provides fair and consistent application while providing the flexibility to consider circumstances unique to each employee's situation.

Employees subject to corrective action should attempt to improve their behavior and performance and should contact their supervisor if they need assistance or guidance in meeting ICJ expectations.

Each instance where corrective action may be warranted will be evaluated on a case-by-case basis, taking into consideration all of the relevant factors to determine the appropriate response. The use of the progressive levels of corrective action described in this policy is discretionary, and ICJ may use any or none of the corrective action levels which ICJ deems appropriate for any given situation.

Corrective action provided under this policy generally progresses through the following steps:

a. Coaching

An informal discussion between a supervisor and an employee used to identify a failure to comply with ICJ policies and procedures or to identify performance issues and to counsel the employee to improve his/her performance or behavior.

b. Step 1 Counseling

The first formal level of corrective action in which the supervisor meets with an employee to discuss and document:

- Behavior or performance by the employee that does not comply with ICJ policies and procedures or performance expectations;
- How the employee can correct the behavior/performance;
- What support ICJ can provide the employee;
- The consequences for the employee in the event that the behavior/performance issue continues.

c. Step 2 Counseling

This second level of formal corrective action is administered if an employee fails to correct his/her behavior or performance after a Step 1 Counseling or if it is determined that the problem is serious enough that action beyond a Step 1 Counseling is appropriate.

The content of The Step 2 counseling discussion and documentation shall include:

- Behavior or performance by the employee that does not comply with ICJ policies and procedures or performance expectations;
- Employee ownership of the performance/behavior problem(s).
- Employee-provided countermeasures to correct the performance/behavior problem(s).
- Employee commitment to the job and ICJ.

d. Termination

If an individual fails to respond to the progressive corrective action outlined above, or if his/her performance/behavior is such that ICJ feels employment should not continue at any time, the employee will be recommended for termination from employment.

e. Serious Misconduct

Certain actions are considered serious enough to be addressed without regard to the types of corrective action described in this policy. This may include the use of any level of corrective action up to and including termination; regardless of whether or not the employee has progressed to that step. Examples of serious misconduct include, but are not limited to:

- Threats or violence; including fighting on ICJ premises.
- Sexual harassment or other prohibited harassment or discrimination.
- Violation of Drug Free Workplace Policy.
- Using, possessing or being under the influence of illegal drugs and/or alcohol on ICJ premises.
- Unauthorized removal, use or movement of ICJ property.
- Falsification.
- Deliberate damage to ICJ property; or inappropriate discarding of ICJ property.
- Unreported absence from work for **three** or more consecutive working days.
- Violation of the ICJ Weapons Policy.
- Refusal to perform a reasonable work request or assignment.
- Criminal conduct or other behavior that poses a threat to the employee, other employees or to ICJ or its affiliates.

In instances of serious misconduct where a detailed investigation is necessary, an employee may be placed on administrative leave, with or without pay, pending investigation if it is determined to be in the best of interest of ICJ and the parties involved.

This policy does not, in any way, limit, restrict or modify ICJ policy of employment at will, under which ICJ or an employee may terminate the employment relationship at any time and for any reason not prohibited by law. Under appropriate circumstances, employees who are subject to corrective action may be required, as a condition of employment, to take part in counseling or other forms of assistance through the ICJ Employee Assistance Program.

POLICY

It is the policy of ICJ to provide the communications services and equipment necessary to promote the efficient conduct of its business. The proper use of ICJ communications equipment is the responsibility of every employee. Employees with questions regarding proper usage should refer to the employee guidelines, or speak with their supervisor.

EMPLOYEE GUIDELINES

1. Supervisors are responsible for instructing employees on the proper use of communications services and equipment for both internal and external business communications.
2. Most communications services and equipment have toll charges or other usage-related expenses. Employees should be aware of these charges and should consider cost and efficiency needs when choosing the proper vehicle for each business communication. Employees should consult their supervisor if there is a question about the proper mode of communication.
3. All ICJ communications services, including the messages transmitted or stored on equipment supplied by ICJ, are the sole property of ICJ. ICJ may access and monitor employee communications and files as it considers appropriate. Communications equipment and services include mail, electronic mail ("e-mail") and electronic messaging, courier services, facsimiles, telephone systems, personal computers, computer networks, on-line services, internet connections, computer files, telex systems, video equipment and tapes, tape recorders and recordings, pagers, cellular phones, web sites and electronic bulletin boards.

Employees shall not host any electronic websites, discussion forums, or messaging systems on any piece of ICJ communications equipment without the prior approval of the executive director.

4. On-line services and the Internet may be accessed only by employees specifically authorized by ICJ. Authorized employees must disclose all Internet and system passwords to ICJ and their supervisors, but must not share the passwords with other employees, and must take precautions to ensure that these passwords remain secure. Employees' on-line use should be limited to work related activities. In addition, employees should not duplicate or download any software or materials that are copyrighted, patented, trademarked, or otherwise identified as intellectual property. When appropriate Internet material is downloaded, it should be scanned using ICJ's anti-virus software.

5. Employees should not use ICJ's communications services and equipment for personal purposes, except in emergencies or when extenuating circumstances warrant it. When personal use is unavoidable, employees must properly log any user charges and reimburse the company for them. However, whenever possible, personal communications that incur user charges should be placed on a collect basis or charged directly to the employee's personal credit card or account. ICJ communications property or equipment may not be removed from the premises without written authorization from the employee's supervisor.

6. Employees should ensure that no personal correspondence appears to be an official communication of ICJ since employees may be perceived as representatives of the company and, therefore, damage or create liability for ICJ. Employees may not use ICJ's address for receiving personal mail without previous consent. Employees may not use ICJ stationery or postage for personal letters.

7. Improper use of ICJ communications services and equipment will result in corrective action, up to and including termination. Improper use includes any misuse as described in this policy as well as any harassing, offensive, demeaning, insulting, defaming, intimidating, or sexually suggestive written, recorded, or electronically transmitted messages.

All employees shall use software only in accordance with the software license agreement. Any unauthorized duplication of copyrighted computer software (except for the purposes for backup and archival purposes) or installation of unauthorized software violates the law and is contrary to the organization's standards of conduct.

The following ensure compliance with the ICJ Software Code of Ethics:

1. All employees will use all software in accordance with the license agreement.
2. Software will be made available to all ICJ staff for use on ICJ computer equipment. Software shall not be duplicated, removed, or re-distributed for any reason (other than for archival and backup purposes). Any employee found copying software, bypassing security packages, attempting unauthorized access to other computers or tampering with computer settings will be held personally liable.
3. Any person illegally reproducing software can be subject to civil and criminal penalties including fines and imprisonment. Anyone who makes, uses, or otherwise acquires unauthorized software shall be appropriately disciplined.
4. Any employee who determines that there may be a misuse of computer hardware, software, or networks by ICJ staff shall notify the executive director.
5. All software used by the organization will be properly purchased through appropriate procedures.
6. Any staff found to be in violation of the ICJ Software Code of Ethics will be subject to ICJ disciplinary measures and all unlicensed software will be deleted immediately.

All software, hardware, and network connections will be used exclusively for ICJ related business. Personal use of ICJ equipment is prohibited, except with the permission of the employee's supervisor.