

**Southwestern Pennsylvania  
Human Services, Inc.  
and  
affiliate corporations**



**EMPLOYEE HANDBOOK**

## POLICIES AND PROCEDURES

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## INTRODUCTION

The information in this Handbook represents a summarization of the day-to-day operational, personnel-related policies, practices and procedures of Southwestern Pennsylvania Human Services, Inc. (SPHS) and its affiliates: The CARE Center, Inc., Comprehensive Community Services, Inc., Connect, Inc., Diversified Human Services, Inc., Mon Valley Community Health Services, Inc., Mental Health Association in Butler County, Inc., Southwest Behavioral Care, Inc., and Southwestern Pennsylvania Area Agency on Aging, Inc., hereinafter referred to as the Agency. It is our hope that this information, coupled with the employee orientation process and the ongoing assistance provided by your immediate supervisor, will assist you in a successful transition into, and continued success within, the organization.

The policies, practices, and procedures set forth in this Handbook have been developed by the Agency as general guidelines for day-to-day operations. While this Handbook shall serve as a basis of operation and control, its distribution shall in no way limit the Agency's right to modify or interpret it; establish and administer new policies, practices and procedures; delete provisions; set standards for both quality and quantity of service delivery and employee performance; and/or to take whatever action is necessary to ensure the success of the Agency, its programs and services, and the well-being of its clients.

**THE AGENCY SHALL REMAIN AN AT-WILL EMPLOYER and maintains the right to interpret and administer these policies, practices and procedures on a case-by-case basis. This Handbook and its distribution are in no way intended to create a contract, promise or guarantee (expressed or implied). The Agency's Executive Vice President/CEO, as a delegate of the Board of Directors, shall be responsible for the administration and interpretation of this Handbook and its contents.**

## **I. GENERAL EMPLOYMENT POLICIES**

There shall be no discrimination in recruitment, employment, training, promotion, termination or any personnel action because of race, ethnicity, color, sex, sexual orientation, gender identity, religious creed, national origin, ancestry, age, disability, marital status, pregnancy, source of income, familial status, genetic information, veteran or military status. Further, there shall be no discrimination because of the use of guide or support animals due to blindness or deafness or because the person is a handler or trainer of support animals.

Applications for employment must be made in writing or submitted electronically through the methods deemed satisfactory by the agency. The application shall disclose the prospective employee's total employment history, their educational and professional attainment, suggested references, and any other requested or necessary information, as determined by the Agency.

The designated personnel officer shall be responsible for the initial evaluation of applicants and recommendations for employment interview. The designated supervisory staff person(s) shall be responsible for subsequent evaluations and recommendations. The selection of all employees will be vested in the Agency's Executive Director as a delegate of the Board of Directors.

## **GENERAL PROVISIONS**

**Section 1.01. Affirmative Action and Equal Opportunity.** It is the policy of the Agency to ensure the achievement of equal opportunity, and to abide by all pertinent laws and regulations. The Agency commits itself to an ongoing program to identify and eliminate any unlawful practice and to take affirmative steps where necessary. To this end, the Agency maintains and publishes a written Affirmative Action Plan which employees are encouraged to review. A one-page summary statement shall be posted annually in program and field office locations. The full plan shall be maintained in Human Resources and shall be available for staff or public review upon request. In addition, the Agency shall not discriminate or retaliate against any person because of opposition to any practice declared unlawful, or because of the filing of a charge, giving testimony or assistance, or participation in any administrative or legal investigation, proceeding or hearing.

**Section 1.02. Application for Employment.** Application for employment must be made in writing or submitted electronically through the methods deemed satisfactory by the agency. The application shall disclose the prospective employee's total employment history, their educational and professional attainment, suggested references, and any other necessary information. Verification of such information may be requested at the discretion of the Agency.

The designated personnel officer shall be responsible for the initial evaluation of applicants and recommendations of candidates for employment. The designated supervisory staff person(s) shall be responsible for subsequent evaluations and recommendations. The selection of all employees will be vested in the Agency's Executive Director as delegate of the Board of Directors.

**Section 1.03. Hiring Procedure.** The Agency's Executive Director has been delegated the responsibility by the Board of Directors to select, employ, control and discharge all employees. To this end, when a job vacancy is determined by the Agency to exist, Human Resources shall discuss, with the appropriate Agency Executive Director, details related to the position. Subsequent to securing appropriate documentation, Human Resources is then responsible for posting a job vacancy notice, recruiting qualified applicants, reviewing employment information, and preparing and submitting to the Agency Executive or their designee(s) a list of potential candidates. Subsequent to completion of the interview process, the Agency's Executive Director shall forward their selection decision and related documentation to Human Resources for completion of the hiring process. Applicants for special employment, student internships or training projects shall follow a similar interviewing and selection process.

Any proposed modifications in the organizational structure that affect personnel must be approved by the Agency's Executive Director, and then jointly reviewed by the Office for Corporate Finance, Human Resources, and the Executive Vice President/CEO, prior to implementation.

**Section 1.04 Hiring Procedure – Executive Director Positions.** When the Executive Director position within an affiliate becomes available, the SPHS Executive Vice President/CEO shall serve to facilitate, coordinate and effectuate the selection. The Executive Vice President/CEO shall be responsible for assuring participation and input from the appropriate affiliate Board of Directors.

#### **WHO TO ASK**

Contact Human Resources, 724-489-9100, Ext. 4101

## **II. WORKPLACE HARASSMENT**

### **POLICY STATEMENT**

It is policy of the Agency to prohibit all forms of workplace harassment. Harassing conduct by managers, supervisors, employees, vendors, contractors, clients, consumers and/or other relevant individuals will not be tolerated. Under this policy, harassment is any verbal or physical conduct designed to threaten, intimidate, or coerce an employee or any person working for or on behalf of the Agency. Verbal taunting (including slurs pertaining to someone's race, color, religion, sex [including pregnancy, gender identity and expression, and sexual orientation], national origin, age [40 or older], disability, genetic information, or any other characteristic protected by state or federal law) that – in the employee's opinion – impairs their ability to perform the duties of the position is included within the definition of harassment.

### **GENERAL PROVISIONS**

**Section 2.01. Harassment.** Primarily, harassment is defined by the victim, however, the following are examples of instances that can constitute harassment:

- Oral or written communication, including electronic communication and posts on social media, that contains offensive name-calling, jokes, slurs, negative stereotyping, or threats;
- Nonverbal conduct, such as staring, leering, gestures, or giving inappropriate gifts or communications;
- Physical conduct, such as unwanted touching or assault; and
- Visual images, such as derogatory or offensive pictures, cartoons, or drawings, including in electronic format and posts on social media.

**Section 2.02. Reporting.** Any employee who believes that they have been the subject of, or has witnessed, behavior they believe to be prohibited (or could rise to the level of prohibited behavior if not addressed), even if they are not sure whether the behavior violates this policy, should report the matter to a supervisor, director, Executive Director, or:

Human Resources Office  
724-489-9100, Extension 4101

OR

Katie Ainsworth  
Executive for Corporate Administration  
724-489-9100, Extension 4205

All complaints or indications of workplace harassment will be investigated in an expeditious and impartial manner. Employees who are contacted in relation to the investigation should respond to questions and otherwise participate in the investigation. The Agency reserves the right to make the final decision as to whether or not something is offensive, derogatory and/or otherwise constitutes harassment. If the Agency determines that harassment has occurred, it will take immediate and proportionate corrective action.

Reports may be made via telephone, email or in person. The identities of people involved in a report, including the individual(s) making the report, any individual(s) named in the report, or anyone who provides information related to the report, as well as any information gathered during the investigation will be kept confidential to the greatest degree possible. Total confidentiality cannot always be guaranteed because some information may have to be revealed in the course of the investigation to ensure all material facts are gathered and to maintain impartiality. However, information about the report will only be shared with those who need to know for the purposes of investigating and addressing the report.

**Section 2.03. Anonymous Reporting.** Reports can also be made anonymously by calling 724-489-9100, **Extension 4444.**

**Section 2.04. Anti-Retaliation.** The Agency will not tolerate any overt or covert acts of reprisal, retaliation, interference, restraint, or intimidation against any individual or group exercising rights under this policy, including cooperating or participating in any investigation. Any employee who retaliates against any individual who reports or provides information about a report will be subject to discipline up to and including discharge.

### **WHO TO ASK**

Contact Human Resources, 724-489-9100, Ext. 4101

### III. CONDITIONS OF EMPLOYMENT

#### POLICY STATEMENT

A written and uniform job description shall be prepared for each position. This description should clearly indicate the nature of the supervisor-supervisee relationship, necessary minimum qualifications for the position, essential functions, pay grade, etc. The Agency reserves the right to establish, modify, administer and interpret job requirements and conditions of employment. New employees shall be evaluated by their supervisor utilizing the Agency's established evaluation process. All other staff shall be evaluated in a similar manner. The evaluation shall be reviewed with the Agency's Executive Director and with the employee. The Agency shall remain an at-will employer at all times.

#### GENERAL PROVISIONS

**Section 3.01. At-Will Employment.** The Agency shall remain an at-will employer at all times. As an at will employer, the agency may discharge an employee for any or no reason, at any time. The policies, practices, and procedures set forth in this Handbook have been developed by the Agency only as general guidelines for day-to-day operations. The Agency maintains the right to interpret, modify, delete and administer these policies, practices and procedures on a case-by-case basis. This manual and its distribution is in no way intended to create a contract, promise or guarantee of employment or employment conditions, either expressed or implied.

**Section 3.02. Eligibility for Employee Benefits.** Only full-time employees shall normally be afforded benefits as provided by the Agency. Persons classified as part-time, substitute, contract employees, students, independent contractors, and the like, shall generally not be afforded benefits.

**Section 3.03. Anniversary Date.** An employee's anniversary date shall initially be set as the pay-date closest to the day and month of hire into part-time or full-time employment. (Employment as a "substitute" or "contract employee" may not be considered when setting an anniversary date.) All anniversary dates shall be either the 1<sup>st</sup> or 16<sup>th</sup> of the month, therefore, persons hired on dates other than the 1<sup>st</sup> or 16<sup>th</sup> of the month shall have their anniversary dates adjusted accordingly. When individuals are off work due to furlough, Special Leave Without Pay, or other similar situations as determined by the Agency, for more than ten (10) working days, their anniversary date may be adjusted accordingly. Likewise, anniversary dates may be adjusted due to changes in the Agency's Job Classification/Compensation Schedule, on in other unforeseen situations as determined by the Agency.

**Section 3.04. Retirement Plan.** [This section is left blank intentionally. SEE ARTICLE X.]

**Section 3.05. Transportation.** Certain positions entail the use of Agency owned or leased vehicles in the transportation of clients and staff. For these, an appropriate valid driver's license and a previous and ongoing safe driving record are conditions of employment.

Certain other jobs within the Agency require the employee to make daily visits to clients, providers and locations other than their primary work site. In addition to the above, these positions require continuing availability of personal transportation and a valid driver's license as well as adequate insurance coverage as a condition of employment.

All employees requiring use of an agency vehicle or a personal vehicle are required to notify their supervisor immediately if their license is suspended or revoked. Failure to do so will result in immediate disciplinary action, up to and including discharge.

**Section 3.06. Employment Physicals.** Certain positions, as determined by the Agency, program regulations and/or its funding sources, may require a physical examination. For those positions, satisfactory completion is a condition of employment. When such examinations are required, the Agency shall provide same through their own physicians or the employee must submit verification and results of a current physical examination performed by their physician.

**Section 3.07. Clearances/Background Checks.** Certain state and federal laws and/or regulations mandate a person to obtain clearances/background checks from state or federal agencies prior to employment. Completion of all requirements to obtain the clearances/background checks and presentation of resulting reports are conditions of employment. Some cost of same may be reimbursed by the Agency.

**Section 3.08. Exclusions.** The Agency is prohibited from hiring or employing, in certain positions, as determined by the Agency, program regulations, federal or state law, and/or its funding sources, an individual who is excluded from working for a Medicare or Medicaid provider. As a condition of employment, the applicant or employee's name will be run through databases approved by the state or federal government to confirm they are not excluded from holding the position. The Human Resources Office will run the name of each employee in the designated positions through the same databases monthly.

**Section 3.09. Confidentiality.** As a condition of employment, all staff shall adhere to a policy of strict confidentiality and shall be required to sign a Confidentiality Statement. Failure to strictly abide by the applicable confidentiality policies, of a particular program or the Agency, shall result in termination of employment.

In the course of employment, staff may have access to or learn about information with regard to individuals enrolled or utilizing various services within the corporate structure. Likewise, in the fulfillment of assigned work duties and responsibilities staff may view or have access to employee and/or Agency information. In such instances, staff is strictly prohibited from discussing or disclosing any such information outside that which is required in the normal completion of their job duties.

Also, during the course of employment, staff may receive requests for information regarding client/program participants. Such requests, including a subpoena, are to be immediately referred to the appropriate supervisor, director or Executive Director. No client, program, Agency or staff information is to be released without appropriate written consent, unless non-consensual release is permitted and/or required by law.



**Section 3.10. Notice of Conditions.** The fulfillment and maintenance of specific job requirements are conditions of employment. The Agency shall notify applicants of the specific conditions of employment during the recruitment and/or interview processes, or otherwise prior to employment. Should conditions change during the course of employment, the Agency shall notify affected staff and attempt to assist them toward compliance.

#### **WHO TO ASK**

Contact Human Resources, 724-489-9100, Extension 4101

### **IV. EVALUATION**

#### **POLICY STATEMENT**

Each employee shall be evaluated by their supervisor at least annually using the format established by the Agency. New employees shall be evaluated prior to the completion of six (6) months of employment and, again, one (1) year from the date of employment, at a minimum. Subsequent evaluations will be required as determined by the Agency. The evaluation may include, among other things, the employee's performance, attitude, professional development, etc. The evaluation shall be reduced to writing for inclusion in the employee's personnel file and be discussed with the employee and reviewed by the appropriate administrative staff and the Agency's Executive Director. That written documentation shall serve as an essential tool in determining approval for annual wage adjustments, promotions or demotions, furloughs, suspensions, or any other individual personnel action.

#### **GENERAL PROVISIONS**

**Section 4.01. Performance Appraisal.** Immediate supervisors shall be responsible for evaluating their assigned employees utilizing the Agency's established performance appraisal method. Performance appraisal is an ongoing process of evaluating a worker's performance and is considered to be a tool for helping improve employee's performance and professional development. Supervisors should utilize the appraisal process to establish work-related goals and performance standards and to foster ongoing interaction between the supervisor and employee.

The supervisor shall be responsible for timely completion and submission of the Agency's established performance appraisal form to Human Resources for scoring and review. Human Resources shall return the appraisal form to the appropriate program director for review and then onto the supervisor, who shall be responsible for reviewing same with the employee. Subsequently, the appraisal form will be forwarded to the appropriate Executive Director for review and sign-off. At this point, the form is returned to Human Resources for processing and filing.

Evaluations will be required annually at a minimum. The evaluation shall be reduced to writing for inclusion in the employee's personnel file and be discussed with the employee and

reviewed by the appropriate administrative staff and the Agency's Executive Director. The evaluation may serve as an essential tool, but not as the sole determinant, in determining approval for annual pay adjustments, promotions or demotions, furloughs, suspensions, and/or other individual personnel actions.

**Section 4.02. Employee Rights and Obligations.** During the Performance Appraisal process, the employee shall be asked to sign the form. This signature does not imply that the employee is in agreement with the supervisor's assessment, only that they have reviewed and discussed it with the supervisor. An employee may file an explanation or comments to their evaluation, but such explanation/comments must be in writing and submitted within five (5) working days of signing or reviewing the appraisal form. Any such document is to be submitted to the Agency's Executive Director. The document may be included in the employee's personnel record. Likewise, it is incumbent upon an employee to maintain an ongoing active role in working with their supervisor in developing goals, objectives and performance standards.

**Section 4.03. Administrative Uses of Performance Appraisal.** The written evaluation may serve as an administrative tool in the Agency's consideration and determination of pay adjustments, promotions, demotions, training, transfer, disciplinary actions, furloughs, and other personnel actions as determined by the Agency.

#### **WHO TO ASK**

Contact your immediate supervisor or Human Resources  
724-489-9100, Extension 4101

### **V. WAGES**

#### **POLICY STATEMENT**

The SPHS Executive Vice President/CEO, with assistance from Human Resources, shall prepare and maintain a written Job Classification/Compensation Schedule which shall set forth wage ranges for each position. The Job Classification/Compensation Schedule, and all modifications to it, must receive approval by the SPHS Administrative Committee and SPHS Board of Directors prior to its implementation.

Contingent upon availability of funds, and employee eligibility, employees may receive an annual wage adjustment on their designated anniversary date.

Each employee shall receive a written statement of his wages at the time of hire and at the time of each change in wages.

#### **GENERAL PROVISIONS**

**Section 5.01. Job Classification/Compensation.** The Executive Vice President/CEO and the Human Resources Office shall administer the Agency's Job Classification/Compensation Schedule. This schedule shall be written and available, upon request, for review through

Human Resources. Each employee shall receive written notification of their wage, job title and pay grade at the time of hire and at the time of subsequent changes. While the wage of a full-time employee is normally presented as an annual gross figure, same shall not constitute a guarantee of continued employment or payment.

**Section 5.02. Pay Adjustments. REVISED: January 1, 2020 (version)**

- a.) Annual Wage Adjustment: Contingent upon availability of funds and upon recommendation of the immediate supervisor, as documented by a written performance appraisal rating and approved by the Agency's Executive Director, an annual wage adjustment may be authorized on the anniversary date of full-time and part-time employees. Such wage adjustments are generally a predetermined rate, as determined by budgetary allowances, and must be approved by the SPHS Board of Directors prior to implementation.
- b.) Special Meritorious Adjustment –Education: Those part-time or full-time employees who have elected voluntarily to seek an advanced associate, baccalaureate, master's, or other advanced degree from an accredited school, which in the Agency's determination enhances their performance, may receive a five percent (5%) pay adjustment. It is strongly recommended that employees considering seeking an advanced degree seek guidance from the Human Resources Department prior to enrolling to insure the completed advanced degree will qualify under this section. Not all degrees will qualify. Following completion of an advanced degree, it shall be incumbent upon the employee to present the Agency's Executive Director with original (copies cannot be accepted) evidence of satisfaction of the graduation requirements. This is usually available through the school's Office of the Registrar. Upon satisfaction of the Agency's documentation requirements, the wage adjustment may then be processed and made effective the beginning of the next pay period. Such adjustments shall have no effect on an employee's anniversary date. The Agency shall be the sole determinant of an employee's eligibility under this section.
- c.) Special Meritorious Adjustment – Citation: A part-time or full-time employee who is accorded professional acclaim for a major contribution to their profession or the field of human services may receive a five percent (5%) wage adjustment with no change in their anniversary date. Determination of an employee's eligibility is within the discretion of the Executive Vice President/CEO. Through Human Resources Office, recommendations for same shall be accepted from an Agency's Executive Director, researched, evaluated and acted on. Such citations may only be earned once every three years.

**WHO TO ASK**

Contact Human Resources, 724-489-9100, Extension 4101.

## **VI. WORKING HOURS**

### **POLICY STATEMENT**

For many employees, the regular full-time work day shall normally be seven and one-half (7 ½) hours, and the regular full-time work week shall normally be thirty-seven and one-half (37 ½) hours, which does not include a lunch period. Alternative schedules and shift work may be utilized as determined by the Agency. Some full-time positions require a forty (40) hour work week and shift-work may be included. Part-time employment shall be considered as normally scheduled to work less than thirty-seven and one-half (37 ½) hours per week. In any case, work in excess of thirty-seven and one-half (37 ½) per week, or forty (40) where appropriate, must receive prior approval from the Agency's Executive Director. Employees in supervisory, administrative, and professional positions shall not be paid for overtime.

Employees in all other positions, including janitorial, clerical, or para-professional, shall be paid straight time for all hours worked in one week up to forty (40) hours and time and one-half for hours in excess of forty (40) hours, in compliance with the Fair Labor Standards Act, as amended.

### **GENERAL PROVISIONS**

**Section 6.01. Working Hours.** Normal working hours and schedules shall be determined by the appropriate Executive Director. Due to the nature of our services, certain programs operate on an adjusted schedule or operate twenty-four (24) hours a day, seven (7) days a week. In all cases, any employee may be assigned to work a schedule in accordance with Agency need. Supervisors are responsible for posting or distributing changes in work schedules with as much advance notice as possible.

**Section 6.02. Part-time Employment.** Part-time employment shall be considered as normally scheduled to work less than thirty-seven and one half (37.5) hours per week.

**Section 6.03. Record-keeping.** Supervisors are responsible for maintaining and submitting the appropriate time records. Employees are responsible for reporting only time actually worked and maintaining proper documentation. The Office of Corporate Finance shall establish procedures and forms for record-keeping and distribute same.

**Section 6.04. Overtime.** Normally, supervisors and directors are not authorized to schedule employees to work hours in excess of forty hours (40) or overtime, unless they have received permission from the Agency's Executive Director. Under no circumstances shall compensatory time off from work (comp time) be granted in place of payment for hours of overtime worked in a previous pay period.

### **WHO TO ASK**

Contact your immediate supervisor or Human Resources,

724-489-9100, Extension 4101 for questions on working hours; or, contact the Office of Corporate Finance, 724-489-9100, Extension 4421 for questions on record-keeping and overtime.

## **VII. TERMINATION OF EMPLOYMENT**

### **POLICY STATMENT**

The Agency is an AT-WILL Employer. Employees may be dismissed for unsatisfactory performance at any time and may not be accorded advance notice but will be notified in writing of their dismissal. Gross neglect of duties, insubordination, theft, job abandonment, or personal misconduct detrimental to the Agency are examples of cause for immediate dismissal. Likewise, an employee may be immediately dismissed for mistreatment, negligence or abuse of a client, as well as violating client or case confidentiality. Other conduct (e.g., absenteeism, tardiness, improper equipment utilization, etc.) shall be cause to initiate a specific action in the multilevel disciplinary procedure. Repeated occurrences may result in termination. In all these situations, employees shall be notified in writing of the reasons for their dismissal and shall not receive severance pay regardless of their previous service record.

Changes in size or scope of programs may require discontinuance of certain positions or the reduction of the number of employees in certain positions. Affected employees shall be given the maximum opportunity to qualify for another position at the same or at a different salary grade. If the employee cannot qualify for another available position, the employee shall be given maximum possible notice ahead of their scheduled furlough date. Full-time employees, who do not resign prior to six (6) months of continuous furlough, shall receive, after two (2) years' employment, one (1) week severance pay for each year of employment up to a maximum of four (4) weeks' severance pay.

### **GENERAL PROVISIONS**

**Section 7.01. Termination.** As an at-will employer, employees may be discharged for any or no reason, at any time, and may not be accorded advance notice. Likewise, employees may be furloughed as a part of a reduction-in-force.

**Section 7.02. Disciplinary Actions/Discharge.** Normally, the Agency shall maintain a multilevel disciplinary process with the final step being discharge. Such a process will allow the Agency to consider the nature of conduct or performance which may give rise to a disciplinary action or discharge. Likewise, other factors such as service record, evidence, prior disciplinary actions, etc. may also then be considered and influence the selection of the appropriate action.

All employees dismissed for unsatisfactory performance shall be given written notice. Employees dismissed for unsatisfactory performance may not be accorded advance notice. Gross neglect of duties, insubordination, theft, fighting, falsification of any records, and possession of a weapon on a job site or while conducting agency business, job abandonment,

substance abuse and/or possession on Agency premises, or personal misconduct detrimental to the Agency are examples of cause for immediate dismissal. Likewise, an employee may be immediately dismissed for mistreatment, negligence or abuse of a client and/or their property, as well as violating client or case confidentiality. Other conduct (e.g., absenteeism, tardiness, improper equipment utilization, harassment, poor performance, etc.) shall be cause to initiate a specific action in the multilevel disciplinary procedure. Repeated occurrences may result in discharge. In all these situations, employees shall be notified, in writing, of the reasons for their dismissal and shall not receive severance pay regardless of their previous service record.

**Section 7.03. Disciplinary Process.** As an outline, the disciplinary process may entail any or all of these four stages: 1.) verbal warning; 2.) written warning; 3.) suspensions; 4.) and discharge. Each stage stands by itself and is not contingent upon completion of any prior stage or action. In this regard, the process may be entered into any stage, at any time upon the Agency's determination as to the severity and circumstances of the occurrence which triggers a disciplinary action. Likewise, stages 1, 2, and 3 may be repeated if the Agency determines that course of action to be warranted.

**Section 7.04. Administrative Responsibility.** Responsibility for the overall administration of the disciplinary process shall be vested with the Agency's Executive Director. The Human Resources Office shall be involved at all levels with the responsibility to assure an impartial investigation in the Agency's determination of the necessity of a disciplinary action. If a disciplinary action is warranted, the Human Resources Office shall be responsible for assuring impartial and consistent application, serving in an advisory and monitoring capacity.

**Section 7.05. Voluntary Termination/Resignation.** Employees electing to voluntarily terminate, resign or retire are expected to provide a minimum notice of two (2) weeks prior to their last actual day of work. Said notice will insure proper payment for the final employment period, Leave and Sick Leave eligibility calculations, fringe benefits conversion, timely pension termination processing, etc. All Agency property in the possession of an employee shall be returned to their supervisor prior to the intended final day of work.

**Section 7.06. Effect of Termination.** Upon termination, for any reason, the employee shall have no further rights to compensation nor benefits except employee shall be entitled to any unpaid portion of their compensation or benefits accrued as of the date of termination. Employee shall deliver to the Agency all property of the Agency, including, but not limited to all books, files, documents, keys, equipment and ID badges.

**Section 7.07. Exit Processing.** Employees electing to voluntarily terminate, resign or retire may be scheduled for exit processing with Human Resources prior to their departure. This process will normally include a meeting to discuss benefits conversion, pension termination and the like. In addition, the process will normally include an exit interview. The purpose of this interview is to establish the reason for the termination, obtain from the employee information and observations which might be helpful to the Agency in future planning and to answer any questions the employee might have. In all cases, the exit interview information will be considered confidential.

**Section 7.08. Reduction in Force.** While it is the intent of the Agency to advocate continued employment for all staff, changes in size and/or scope of programs may require discontinuance of certain positions or the reduction of the number of employees in a job classification. In such cases, Agency/client needs, satisfaction of position qualifications, job classification, work performance and length of service may be considered in determining which employees shall be retained. For more information about Reduction-in-Force procedures, see Section XXIV of this Handbook.

#### **WHO TO ASK**

Contact Human Resources, 724-489-9100, Extension 4101.

### **VIII. SPECIAL LEAVE WITHOUT PAY**

#### **POLICY STATEMENT**

Full-time employees may be granted Special Leave Without Pay, upon the written approval of the Agency's Executive Director. Special Leave Without Pay will normally be granted for illness beyond the period of Family/Medical Absence, maternity, and for professional education, once Leave and/or Sick Leave, whichever appropriate is exhausted. Special Leave Without Pay does not constitute employment time for the purpose of severance pay, accumulation of Leave, Sick Leave, or other employee benefits. In the case of unpaid leave of a month or more, the employee shall be liable to reimburse the Agency for the cost of hospitalization, surgical and dental benefits. Such arrangements will be taken care of prior to commencement of Special Leave Without Pay. No Special Leave Without Pay, except with regard to military leave, shall be granted for a period in excess of one (1) year unless written request for an extension had received the approval of the Agency's Executive Director. An employee shall be considered to have resigned if they fail to return to work at the conclusion of the time period set forth in the written approval of their Special Leave Without Pay, unless further extension is granted in writing by the Agency's Executive Director. In very unusual situations, Absence Without Pay may be requested upon expiration of an employee's Leave eligibility. Such requests must be submitted, in writing, for review by the Agency's Executive Director prior to any consideration of its authorization. Under no circumstances will this form of Absence Without Pay be approved during the period from December 16 to December 31 of any calendar year.

#### **GENERAL PROVISIONS**

**Section 8.01. Requesting Special Leave Without Pay.** A full-time employee may be granted Special Leave Without Pay subsequent to submitting a written request to the Agency's Executive Director. Special Leave Without Pay shall only be granted following the exhaustion of all earned Sick Leave and/or Leave, whichever is appropriate. When any unpaid absence exceeds one month, the employee shall be liable to reimburse the Agency for the cost of the Agency's group health insurance, if they are enrolled, and continue same during their absence, unless such absence is covered by the provisions of the Agency's Family/Medical Absence Policy.

No such leaves will be granted in excess of one year unless a written request for an extension receives prior approval from the Agency's Executive Director.

**Section 8.02. Effect Upon Employment Calculations.** Special Leave Without Pay does not constitute employment time for the calculating or accruing of fringe benefits or an employee's anniversary date determination, except as provided for by law.

A position left vacant by an employee on Special Leave Without Pay may be filled at any time and the return of the employee is contingent upon the availability of an appropriate job vacancy, as determined by the Agency. Likewise, if recalled, an employee shall be considered to have resigned if they fail to return to work at the conclusion of the time period set forth in the approval.

**Section 8.03. Absence Without Pay.** Short-term (generally, less than five (5) consecutive work days) unpaid absences, and absences which are determined by the Agency to not qualify as either Special Leave Without Pay or Family/Medical Absence, shall be recorded as Absence Without Pay. If, in the opinion of the Agency, such absences are unwarranted, excessive and/or disruptive to operations, an employee may be disciplined for same.

**Section 8.04. Absence Beyond December 16 of Calendar Year.** To avoid unwarranted disruption of Agency business, generally, no Absence Without Pay shall be granted for the pay period December 16 through December 31 of any year. All employees shall plan far enough in advance to set aside allowable Leave, with supervisory approval, during that period.

#### **WHO TO ASK**

Contact Human Resources, 724-489-9100, Extension 4101

### **IX. INSURANCE**

#### **POLICY STATEMENT**

The Agency will maintain statutory Workers' and Unemployment Compensation insurances. The Agency will make employer payments to the Federal Old Age and Survivor's Insurance Program. Hospitalization, surgical and dental benefit insurance will be available to full-time employees.

#### **GENERAL PROVISIONS**

**Section 9.01. Waiting Period for Insurance. REVISED: March 28, 2024 (version)**

For newly hired, full-time employees, there will be a waiting period before being included in the Agency group health/dental insurance plan, which shall not exceed ninety (90) days, provided the required enrollment forms are completed by the employee and submitted to the Human Resources Office. Employees shall be informed of the actual date on which their coverage begins. In order to enroll a spouse and/or dependent in insurance coverage,



employees must provide documentation such as a marriage certificate or birth certificate. A spouse and/or child may experience a waiting period for coverage if documentation is not submitted within the waiting period for insurance. In those instances when an employee initially waives group health/dental insurance coverage and subsequently requests coverage, they shall be informed as to the effective date of such coverage following submission of the appropriate health/dental insurance information enrollment forms. In these instances, there shall be a waiting period, not to exceed ninety (90) days. Likewise, this waiting period shall also apply to full-time employees on Special Leave Without Pay who have allowed their health/dental insurance coverage to lapse. In addition, newly-hired, full-time employees shall have a minimum one-year waiting period after their employment date prior to becoming eligible for the Agency's group life and long-term disability insurance plans. Likewise, employees must have attained the age of eighteen (18) years and meet all of the eligibility requirements defined herein, or in the appropriate Plan Document, for such participation.

**Section 9.02. Documentation of Marriage, Divorce or Birth. REVISED: March 28, 2024**

**(version)** All employees in the group health/dental insurance plan shall provide Human Resources with documentation pertaining to marriage, divorce or birth of children to enroll a spouse and/or dependent in their insurance plan. Documentation must also be provided to make changes to coverage at any point. This will allow for the adjustment of status under the aforementioned insurance plan(s) and the corresponding premium rate modification. Without such documentation, the spouse and/or children may experience a waiting period, and/or a period of ineligibility, before becoming eligible for coverage, or problems and delays may occur in payments to health care providers.

**Section 9.03. Insurance and Benefits Procedures. REVISED: March 28, 2024 (version)**

More specific information related to procedures regarding the following insurances and benefits shall be available to all employees through Human Resources:

- a.) Health/Dental – The Agency shall make available, to full-time employees, hospitalization, surgical and dental benefits. All other employees may participate in the Agency's group plan, however, shall pay the full premium costs. Additionally, upon receipt of the appropriate enrollment forms, there will be a waiting period, not to exceed ninety (90) days, for all group health/dental plan enrollments.

Additionally, if you terminate or resign from the employ of the Agency, your Agency-paid coverage under this plan will be discontinued at the end of the calendar month of your last actual work day. "Last actual work day" shall be defined as the last day an employee is physically present, conducting Agency business. Earned, but unused Leave time shall not be considered in determining the last actual work day.

- b.) Enrollment of Spouse and/or Dependents/Qualifying Events – Whether during Initial Enrollment, Open Enrollment, or in the case of a Qualifying Mid-Year event, employees must provide Human Resources with documentation to support enrollment of spouse and/or children. Documentation is also required for otherwise

necessary changes in coverage, such as changes in partner relationship or status. Examples of accepted documentation include, but are not limited to, marriage certificates, birth certificates, divorce decrees, and death certificates.

Additional documentation may be acceptable at the discretion of the Human Resources department. Contact Human Resources for additional information pertaining to acceptable documentation.

- c.) Life Insurance – Life insurance may be provided to full-time employees actively working at least 37.5 hours per week, age 18 or older, having completed 12 months of service. This policy shall normally provide coverage in the value approximately equal to the employee’s annual wage. Life insurance coverage shall be suspended if an employee’s unpaid absence of any type exceeds thirty (30) calendar days.
- d.) Long-Term Disability Insurance (LTD) - In the event of a long-term, permanent disability, the Agency’s insurance plan may provide an income supplement to employees. The waiting period for LTD payments is a minimum of twenty-six (26) weeks following a verified disability. Long-Term Disability insurance coverage shall be suspended if an employee’s unpaid absence of any type exceeds thirty (30) calendar days. Eligibility for LTD payments are made by the insurer not the Agency.
- e.) Voluntary Benefits/Insurances- The Agency offers a number of voluntary plans for the use and consideration of staff. Premiums are paid for by the employee through payroll deduction. Plans may include vision, life, AFLAC, and FSA. Consult the Human Resources Office for details.
- f.) Workers’ and Unemployment Compensation – The Agency shall maintain statutory Workers’ and Unemployment Compensation insurances.

\*When an employee separates employment from the Agency, you may be eligible for Unemployment Compensation Benefits. After you file your claim, a determination of your eligibility will be made by the Department of Labor & Industry.

\*Report any injury or work-related illness to your employer or supervisor immediately. You must tell your employer that you were injured in the course of employment and inform your employer of the date and place of injury. In addition, an Accident/Incident Form must be completed and submitted to the Human Resources Office, failure to notify the employer can result in the delay or denial of benefits. Once you have lost a day, shift or turn of work, your employer is required to report your injury to the Bureau of Workers' Compensation by filing a first report of injury.

**Section 9.04. Affordable Care Act.** The Affordable Care Act (ACA) requires employers with at least 50 full-time-equivalent employees to offer “affordable” health insurance to

employees regularly working 30 or more hours per week. The Agency uses a six month look back measurement method and then will offer employees, determined eligible, the opportunity to enroll in an Agency health insurance plan, providing individual coverage. For a detailed explanation of eligibility, determination and insurance plan coverage, please contact the Human Resources Office.

**Section 9.05. Continuation of Health/Dental Coverage.** The Consolidated Omnibus Budget Reconciliation Act (COBRA) requires that you and/or your dependents be given the opportunity to purchase a temporary extension of your group health benefits in certain circumstances when coverage would otherwise end as indicated below:

Employee: because of a reduction in working hours or termination of employment for reasons other than gross misconduct on the part of the employee.

Spouse: because of death of the employee; employee termination as outlined above; divorce or legal separation from the employee; employee eligibility for Medicare.

Dependent Child: because of death of the employee; employee termination as outlined above, divorce of the employee and spouse; employee eligibility for Medicare; the dependent ceases to meet the eligibility requirements for a dependent child.

You, or a member of your family, must notify the Agency's Human Resources Office within 15 days of divorce, or a child's loss of eligibility as a dependent under this plan. Prompt notification should be exercised so as to avoid an interruption in coverage.

#### **WHO TO ASK**

Contact Human Resources, 724-489-9100, Extension 4101

### **X. RETIREMENT PLAN**

#### **POLICY STATEMENT**

The Agency, at its discretion makes available a retirement plan. The SPHS retirement plan consists of two separate accounts, a 403(b) Tax Sheltered Annuity (TSA) and a 401(a) (Pension Plan). Employees may participate in the TSA at any time. Eligible employees, defined as working at least one thousand (1000) hours in the previous twelve consecutive months, may be eligible under the Pension Plan to receive a matching contribution from the Agency.

## GENERAL PROVISIONS

**Section 10.01. Waiting Period for Retirement Plan.** Newly-hired, full-time employees shall have a minimum one-year waiting period after their employment date prior to becoming eligible for the Agency's retirement plan. Likewise, employees must have attained the age of eighteen (18) years and meet all of the eligibility requirements defined herein, or in the appropriate Plan Document, for such participation.

- a.) **Retirement Plan** – A retirement plan may be available to all eligible full-time and part-time agency staff. Normally, an eligible full-time employee is one who has completed one year of service with the agency. An eligible part-time employee must have worked one thousand (1,000) hours in the previous twelve (12) months or applicable Plan Year. The opportunity to enroll in the agency's Pension Plan and Tax Sheltered Annuity plan will be given to eligible employees 30 days prior to their eligible effective date. Enrollment will be effective on the date of eligibility unless the employee opts not to enroll in the agency's retirement plans. Their refusal of benefit(s) will be dated, signed and placed in their personnel file and a copy will be sent to the Office of Corporate Finance. Newly hired employees may choose to contribute as little as \$200 per year to this plan immediately, however, the Agency shall not match such contributions until the employee has fulfilled the age and service requirements of the Plan.

Eligible employees who contribute a minimum percentage of 3.65% of their wage will receive a matching contribution paid by the Agency. The employee may invest contributions in any one, or a combination of, the investment choices made available through the Agency's retirement plan. Additional Agency match, up to a maximum of 9%, may be made available to employees completing various levels of agency service and who contribute a higher portion of their wage to the plan. (Please note that contributions are tax-sheltered for federal tax purposes only. State and local taxes must be paid on the gross annual salary.) Normal retirement shall be defined as the month in which an employee reaches age sixty-five (65). However, employees may retire at age fifty-five (55) providing they have at least ten (10) years of service.

An employee acquires ownership rights of the Agency's matching contribution after three (3) years of service, known as vesting. If employment separation occurs after the third year of actual service, the employee shall be eligible to receive 100% of the Agency's contribution upon separation, or when they attain retirement. Benefits are then based upon the total value of the account (employee and vested employer contributions plus accrued interest/earnings, if any, at separation).

Additionally, the Agency will pay the Agency's matching contribution for those part-time employees who work over one thousand (1,000) hours in the previous twelve (12) months or applicable Plan Year, and who chose to participate in the plan.

More detailed information describing the Agency's retirement plan, its provisions and investment options is available through Human Resources. Nothing in this EMPLOYEE HANDBOOK shall contradict or supersede the Summary Plan Descriptions for the Agency's retirement plan.

### **WHO TO ASK**

Contact Human Resources, 724-489-9100, Extension 4106

## **XI. REIMBURSED EXPENSES**

### **POLICY STATEMENT**

Employees are expected to provide their own transportation at their cost from their home to their initial place of work and return. If the performance of an employee's job entails additional travel via the employee's personal vehicle, the employee will be reimbursed at the Agency's established mileage reimbursement rate. Computation of reimbursable mileage will be based on the actual odometer reading. Transportation by public carriers will be reimbursed at the actual costs.

### **GENERAL PROVISIONS**

**Section 11.01. Reimbursement Computation.** Work-related expenses incurred by an employee may be reimbursed following completion of appropriate expense vouchers accompanied by receipts and verification of expenses. Whenever an employee attends a meeting or conference, an agenda must be submitted with the Expense Voucher.

- a.) **Mileage Reimbursement** – Reimbursement for use of an employee's personal vehicle while engaged in official Agency business shall be calculated on the basis of the mileage reimbursement rate, as then established by Agency. Actual odometer mileage shall be utilized for travel between locations. Employees shall not be reimbursed for travel between home and their regularly assigned place of work. Employees, when assigned to a site other than their regularly assigned place of work, shall only be reimbursed for mileage actually traveled in excess of the employee's normal mileage, and not the total mileage to the new site.

Transportation by public carriers will be reimbursed at the actual costs, but must be accompanied by proper receipts.

- b.) **Out-of-Town Reimbursement.** Reimbursement for pre-authorized overnight travel will be for the actual cost of the lodging. It is incumbent upon the employee to secure the most economical lodging available. Charges for laundry, dry cleaning, tips to bellhops or maids or other personal services are not reimbursable.

Receipts and documentation for all expenses must be attached to the Agency's expense voucher and submitted for reimbursement. Meals must be listed separately and not in aggregate. Meal reimbursement rates are inclusive of gratuity. Charges for alcoholic beverages are not reimbursable.

**Section 11.02. Reimbursement Without Appropriate Verification.** In situations in which an employee does not present the appropriate verification for reimbursable expenditures, before authorization of same, the supervisor of that employee must submit to the Agency's Executive Director a signed statement to accompany the expense voucher, attesting to those facts related to the missing verification.

**Section 11.03. Expense Reimbursement for Meals.**

- a.) **Lunch** – Employees shall be reimbursed for lunch expenses, not to exceed \$14 (including gratuity), or the currently established amounts published by the Office of Corporate Finance, when a pre-authorized out-of-town work assignment requires traveling outside the southwestern Pennsylvania area. For the purposes of this procedure, southwestern Pennsylvania shall include the counties of Armstrong, Washington, Fayette, Greene, Westmoreland, Butler, Beaver, Indiana and Allegheny.
- b.) **Breakfast/Dinner** – Employees shall be reimbursed for breakfast and/or dinner expenses, not to exceed \$12 and \$25 (including gratuity), or the currently established amounts published by the Office of Corporate Finance, respectively, when a pre-authorized out-of-town work assignment requires traveling outside the southwestern Pennsylvania area and necessitates either working more than the normal 7½ or 8 hour work day or an overnight stay.

In the event of the purchase of meals for professional or out-of-town Agency guests, the cost of the employee's meals may be included for reimbursement with receipts and verification of same to accompany the expense voucher. The names of all individuals for which dinner was purchased must be listed.

**Section 11.04. Reimbursement Procedure.** All properly verified expense vouchers approved by the appropriate supervisory and administrative staff must be received by the SPHS Office of Corporate Finance (OCF) in a timely fashion, as determined by the OCF, in order for the employee's reimbursement to be included with the employee's paycheck. In the event receipt of same is not timely, reimbursement shall not be made until the next pay day.

**WHO TO ASK**

Contact the Office of Corporate Finance, 724-489-9100, Extension 4413

## **XII. EMPLOYMENT FILES**

### **POLICY STATEMENT**

An Employment File shall be established and maintained for each full-time and part-time employee, field placement student, intern and volunteer, in accordance with Pennsylvania Act 286, as amended. The files shall be considered confidential and available to the Board of Directors as a body, the Personnel Committee as a body, the Agency's Executive Director, the employee's supervisor, Human Resources, SPSHS Corporate Compliance, various funding and licensing agencies and the employee. In the case of the employee, upon request to the Agency Executive Director, they shall have the opportunity to review their Employment File at the Human Resources Office in the presence of an assigned member of the administrative staff or Human Resources. Employees have the right to request correction and removal of incorrect information contained in their Employment File. Likewise, employees may submit, for inclusion in their Employment File, written rebuttal of information contained therein.

### **GENERAL PROVISIONS**

**Section 12.01. Contents.** Information contained within an Employment File shall include, but may not be limited to, employment application(s), wage information, notices of commendation, and notices of disciplinary action, fringe benefits information, attendance records, performance records, employment history and the like. Such files shall be maintained at the Human Resources Office.

**Section 12.02. Employee Rights.** Employees have the right to review their Employment File, and to do so must request to schedule a date and time for review in writing to the Human Resources Office. Approval will be granted so long as the file remains in Human Resources and is reviewed in the presence of an assigned administrative staff person. Employees also have the right to request correction and/or removal of incorrect information contained in their Employment File. The Agency reserves the right to approve or deny any such request. Likewise, former employees may request, in writing, to review their personnel file which is maintained for a minimum of three years after employment separation. The employee and/or a designated agent may make any notes during the file review, but photo copying of, taking pictures of, or otherwise electronically duplicating all or part of the employment file is not permitted.

**Section 12.03. Privacy and Confidentiality.** In order to assure each employee's right to privacy and confidentiality of personnel-related information, any staff person receiving a verbal or written request for employment verification, credit reference, etc., with regard to a current or former employee, is to direct said request to Human Resources. The Agency's response to oral requests will be limited to verification of name, employment dates and position.

Written requests related for personnel-related information must be accompanied by an authorization or release form signed by the employee. Human Resources may provide

information, which is specifically requested, but not limited to: name, employment history, educational history, attendance, disciplinary proceedings, performance salary history, etc.

Employee files shall be maintained by Human Resources in a locked area, in locked filing cabinets.

**Section 12.04. Designated Agent.** As provided for in PA Act No. 1990-149, the term employee, with respect to inspection of an Employment File, shall include “an agent designated by the employee.” If exercising this option, an employee shall provide the Agency with a signed statement designating a specific individual or individuals who shall be authorized to inspect the employee’s file. Any such written authorization must be for a specific date or dates and shall indicate the purpose for which the inspection is authorized or the particular parts of the employee’s file which the designated agent is permitted to inspect.

**Section 12.05. Legal or Regulatory Access.** Certain programs require a license from the state or federal government in order to operate. Part of the process for obtaining and maintaining a license requires a review of personnel files. As such, certain personnel files will be made available to outside, regulatory bodies in order to meet the set forth requirements. Personnel files may also be made available to outside bodies for any additional required program monitoring or if a court subpoenas or otherwise orders production.

#### **WHO TO ASK**

Contact Human Resources, 724-489-9100, Extension 4101

### **XIII. HOLIDAYS**

#### **POLICY STATEMENT**

Full-time employees will generally not work and will be paid for New Year’s Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day and Christmas Day when such holidays fall within the employee’s regular work week. Where such holidays fall on Sunday and are generally observed on a Monday, the employee may be granted Monday as a holiday. When such holidays fall on a Saturday, the Agency will generally designate the Friday before as the approved day off. When a full-time, employee must work on a scheduled holiday or day observed as a holiday, the employee shall be granted equivalent time off with pay during the work week in which the holiday falls. Otherwise, the employee shall be paid for such time worked. Likewise, an employee may be granted, at Agency discretion, Leave or days off without pay for recognized religious holidays not included above.

#### **GENERAL PROVISIONS**

**Section 13.01. Religious Holidays.** A full-time employee, whose religious belief or affiliations dictate observance of recognized religious holidays not included above, may be granted accrued Leave for observance of same. If the employee is not eligible for Leave, they



may be granted an excused Absence Without Pay. Such requests must be made in writing and submitted to the Agency's Executive Director at least five (5) working days in advance.

#### **WHO TO ASK**

Contact Human Resources, 724-489-9100, Extension 4101

### **XIV. LEAVE REVISED: April 23, 2024 (version)**

#### **POLICY STATEMENT**

For each month worked, each full-time employee shall accrue Leave according to the following schedule. Hours of LEAVE time will be accrued in accordance with the employee's established length of work day (7.5 or 8 hours).

Years of Service	Number of Days	
1-4	1 day (7.5 or 8 hours)/month	- 12 days maximum
5-9	2 days (15 or 16 hours)/month	- 24 days maximum
10 & Over	2 ½ days (18.75 or 20 hours)/month	- 30 days maximum

Leave must be taken during the calendar year earned and shall not be accrued and carried into subsequent years. However, Leave not used in a calendar year shall be credited toward accrued Sick Leave.

An employee may take his/her Leave anytime during the year, with prior supervisory approval.

Full-time, temporary employees may be eligible for Leave consistent with this policy, at the discretion of the Agency's Executive Director. However, this shall not apply to consultants, participants of federally or state subsidized training/employment programs, part-time employees, independent contractors, or contract employees, unless specifically designated in their work agreement.

#### **GENERAL PROVISIONS**

**Section 14.01. Accrual.** Leave shall be accrued on a monthly basis. Eligibility for full monthly accrual is contingent upon the employee working a minimum of 15 days (112.5 or 120 hours) within each given month. Should an employee work between ten (10) days (75 or 80 hours) and 14 days (105 or 112 hours) in a given month, they are eligible for one-half of the monthly accrual rate. Any work time of 9 (67.5 or 72 hours) or less days/hours within a given month constitutes no monthly accrual. Leave time, Jury Duty, Holidays, Conference Time, Bereavement Leave and Military Leave, of 30 days (225 or 240 hours) or less, shall constitute work time; Sick Leave, Family/Medical Absence, Absence Without Pay and Special Leave Without Pay, of any duration, shall not.

**Section 14.02. Leave Requests.** Leave is made available for scheduled vacations, doctors/visits, emergency situations and the like. Leave must be taken during the calendar year earned and shall not be carried into subsequent years. However, Leave not used in a calendar year shall be credited toward accrued Sick Leave.

An employee may take their Leave anytime during the year, but only with prior supervisory approval.

All requests for Leave shall be completed in writing on the appropriate Agency form, or submitted electronically through the methods deemed satisfactory by the agency, and submitted to the employee's immediate supervisor. Requests should be submitted as far in advance as possible, so as to avoid staffing/scheduling conflicts and insure positive consideration of such request. Generally, requests are granted on a first-come/first serve basis, however, the final order, approval and/or allocation of Leave shall be determined by the program supervision. At a minimum, formal requests should be submitted at least five (5) working days prior to the planned, initial day of Leave. Failure to obtain appropriate supervisory approval may result in the days off being adjudged as Absence Without Pay and result in disciplinary action. Under unusual circumstances and when it does not substantially or adversely affect program operations, unanticipated Leave requests may be granted.

**Section 14.03. Maintenance of Attendance Records.** While the ongoing accuracy of an employee's attendance record is the responsibility of the supervisors, the official attendance records shall be maintained in Human Resources. Each employee will be able to view their respective leave status and potential leave benefits electronically. If the employee feels the attendance record or documented leave status is inaccurate, they shall submit a request for review through their supervisor.

**Section 14.04. Overutilization of Leave.** Should it be discovered at the end of any calendar year that an overutilization of earned Leave has occurred, the Office of Corporate Finance shall be instructed to make the appropriate deduction from the employee's wages in January of the year following overutilization.

Should an overutilization of earned Leave be discovered at the time of any employee's separation, the appropriate deduction will be made from the employee's final paycheck.

#### **WHO TO ASK**

Contact Human Resources, 724-489-9100, Extension 4101.

### **XV. SICK LEAVE REVISED: April 23, 2024 (version)**

#### **POLICY STATEMENT**

It is the intent of the Agency to encourage staff to properly and judiciously utilize Sick Leave and to eventually accumulate at least one hundred twenty (120) days. This would permit an employee to remain on full salary during a period of extended or permanent disability and

reduce the chances of any break in receipt of pay prior to the effective date of long-term disability benefits. Normally, no more than one hundred-twenty (120) Sick Leave days may be utilized during a period of disability, however, at the discretion of the Agency's Executive Director, additional Sick Leave may be approved, provided the employee presents the appropriate verification of need and has an accumulation of Sick Leave beyond the one hundred twenty (120) levels.

Each full-time employee shall earn Sick Leave at the rate of one (1) day (7.5 or 8 hours) for each month worked. Hours of Sick Leave will be earned in accordance with the employee's established length of work day (7.5 or 8 hour). Unused Sick Leave from a given calendar year will be carried into subsequent years and will continue to accrue on an unlimited basis.

Sick Leave may only be utilized for absences that are physician verified as necessary for inpatient care, outpatient surgery, testing, maternity-to include both pre and postpartum, second and/or third surgical opinions.

Upon retirement, disability, or in those instances of employment severance due to reduction-in-force, employees shall be paid thirty-five dollars (\$35.00) for each accumulated day of Sick Leave beyond one hundred-twenty (120), up to a maximum of four thousand two hundred dollars (\$4,200.00).

## **GENERAL PROVISIONS**

**Section 15.01. Purpose.** Regular attendance at work is an ongoing condition of employment and an essential function of all jobs. To minimize hardships that may result from illness or injury, the Agency provides paid Sick Leave. However, it remains the intent of the Agency to encourage staff to properly and judiciously utilize Sick Leave (Refer to Section 15.03). Periodic Sick Leave taken on a repeated basis, without appropriate physician verification, may be viewed as abuse of this Policy. Further, it shall be the responsibility of the employee to establish a legitimate reason for such periodic absences and provide the Agency with appropriate, written verification of same.

**Section 15.02. Accrual.** For each month worked, each full-time employee shall accrue one (1) day (7.5 or 8 hours) of Sick Leave. Sick Leave shall be accrued on a monthly basis. Hours will be accrued in accordance with the employee's established length of work day (7.5 or 8 hour). Eligibility for full monthly accrual is contingent upon the employee working a minimum of fifteen (15) days within each given month. Should an employee work between ten (10) days and fourteen (14) days in a given month, they are eligible for one-half of the monthly accrual rate. Any work time of nine (9) or less days within a given month constitutes no monthly accrual. Leave time, Jury Duty, Holidays, Conference Time, Bereavement Leave and Military Leave, of thirty (30) days or less, shall all constitute work time; Sick Leave, Family/Medical Absence, Absence Without Pay and Special Leave Without Pay, of any duration, shall not.

**Section 15.03. Sick Leave Requests.** Sick Leave may be utilized only in the event of actual illness or injury of the employee. Written medical verification of illness/injury is required

when such absence continues beyond three (3) successive work days. In a situation when the employee has used four (4) or more sick days during any one calendar quarter, the supervisor shall discuss the absences with the employee, draw a conclusion regarding the presence or absence of problems, and recommend, in writing, whether or not corrective action is warranted. The appropriate disciplinary action shall be initiated if abuse of Sick Leave is substantiated.

**Section 15.04. Reporting Absences Due to Illness.** All employees within the Corporate Structure who are ill must report their absence, before 9:00 a.m. on each day of absence, to the office of the Agency's Executive Director or their designee, who will then notify the appropriate supervisor. In addition, upon the employee's return to work, a Request for Absence form must be immediately completed and submitted to the supervisor for their signature. This form, with appropriate medical verification if such absence continues beyond three (3) successive work days, must be forwarded to Human Resources no later than five (5) days after the pay date following the employee's absence. In the event that the Request for Absence forms are not received within that time limit, it may be necessary to initiate appropriate disciplinary action consistent with Agency procedures.

Normally, no more than one hundred twenty (120) Sick Leave days may be utilized during a period of extended illness or injury. However, at the discretion of the Agency's Executive Director, additional Sick Leave may be approved, provided the employee presents the appropriate verification of need and has an accumulation of Sick Leave beyond the one hundred twenty (120) days.

**Section 15.05. Sick Leave Buy Out.** Upon retirement, disability, or in those instances of employment severance due to reduction-in-force, employees shall be paid thirty-five dollars (\$35.00) for each accumulated and unused day of Sick Leave beyond one hundred twenty (120), up to a maximum of four thousand two hundred dollars (\$4,200.00).

**Section 15.06. Worker's Compensation.** Employees shall not be entitled to collect both Sick Leave pay and Worker's Compensation payments for the same day or days of absence due to work-related injuries or illnesses.

#### **WHO TO ASK**

Contact Human Resources, 724-489-9100, Extension 4101

### **XVI. BEREAVEMENT LEAVE**

#### **POLICY STATEMENT**

All full-time employees shall be granted time off with pay if their presence is required at the time of death of a close relative—spouse, parent, child, grandchild, brother, sister, parent-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, step parent and legal guardian or any child in legal custody. Such Leave shall not exceed the maximum of three (3) working days. Bereavement Leave of one (1) day to attend the funeral of a grandparent, great

grandparent, aunt or uncle—shall be granted if the employee’s presence is deemed necessary and has been requested.

All requests for Bereavement Leave must be in writing and submitted to the immediate supervisor for proper processing. All absences related to the death of persons not included above, and any absence beyond that allowable, may be considered as the utilization of earned Leave in accordance with Section XIV with the approval of the Agency’s Executive Director and the employee’s immediate supervisor, if the employee is then eligible for Leave; otherwise, they shall be considered as days off without pay.

## **GENERAL PROVISIONS**

**Section 16.01. Bereavement Leave.** The following shall serve as the Agency’s schedule of allowable Bereavement Leave:

3 days - (22.5 or 24 hours)	spouse, parent, child, grandchild, brother, sister, parent-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, step parent and legal guardian; any children in legal custody.
1 day - (7.5 or 8 hours)	grandparent, great grandparent, aunt or uncle.

## **WHO TO ASK**

Contact Human Resources, 724-489-9100, Extension 4101.

## **XVII. EDUCATIONAL LEAVE**

### **POLICY STATEMENT**

Educational Leave with pay, not to exceed seventy-five (75) hours for each calendar year (January 1 – December 31), may be formally granted by the Agency’s Executive Director upon written request by a full-time employee. The Educational Leave request must clearly indicate the exact number of anticipated hours of absence from the Agency for each school term, the subject matter to be formally pursued, and a clear indication as to the relationship of the course material to the employee’s present function in the Agency.

## **GENERAL PROVISIONS**

**Section 17.01. Educational Leave Requests.** It is the intent of the Agency to encourage upward mobility by providing paid Educational Leave. A full-time employee, upon written request to the Agency’s Executive Director, may be granted up to seventy-five (75) hours of paid time off each calendar year. All such requests must include the course title and registration, subject relevance to work, days and times of classes, semester length and total number of Educational Leave hours requested. Requests which are approved by the Agency’s Executive Director shall be forwarded to Human Resources for processing.

Educational Leave may only be granted upon determination by the Agency's Executive Director that such Leave will enhance the skills of employees on the job and assist them in carrying out responsibilities. Travel time and actual classroom time are considered in calculating the maximum allowable time for Educational Leave. A record of class performance must be submitted upon course(s) completion. Failure of an employee to at least satisfactorily complete, or achieve a comparable grade measure, in any class may result in forfeiture of eligibility for continued Educational Leave benefits. At all times, the Agency's Executive Director may limit the number of Educational Leave based upon the Agency's needs and other factors that may lead to a disruption in operations or jeopardize future funding of the Agency's programs.

**Section 17.02. Accelerated Educational Leave.** Accelerated Educational Leave, or AEL, will enable approved staff to take up to one hundred fifty hours (150 = 75 hours regular Educational Leave + 75 hours of AEL) of Educational Leave per calendar year. Conditions of AEL are as follows:

- a.) Interested staff may submit a written request for consideration at any time during a calendar year. Requests must include a description of the degree being pursued and its relevance to the staff person's job. A list of anticipated courses, date, times and, the anticipated, along with course completion dates must also be included;
- b.) All current provisions of the Agency's Educational Leave policy apply;
- c.) Request will be considered as received, therefore, early request submission is encouraged;
- d.) Approval of AEL for one year does not guarantee approval in subsequent years;
- e.) Staff who are awarded and utilize AEL shall be required to commit to working for the Agency for one (1) calendar year beyond the year in which AEL is taken. Employees leaving the Agency prior to the fulfillment of this commitment will be required to reimburse the Agency for Educational Leave hours utilized beyond the regular seventy-five per year;
- f.) Requests for AEL must be submitted to the appropriate Executive Director. Subsequent review of all requests will be conducted by the executive management staff of the agencies.
- g.) The Agency reserves the right to continue, discontinue, modify, expand and make any and/or all decisions regarding implementation, interpretation and application. Decisions of the Agency shall be final and not subject to appeal or grievance.

#### **WHO TO ASK**

Contact Human Resources, 724-489-9100, Extension 4101

## **XVIII. CONFERENCE TIME**

### **POLICY STATEMENT**

Time off with pay will be allowed for conference attendance only if such absence does not seriously disrupt Agency operations. Time granted for this purpose must be approved in advance by the Agency's Executive Director and shall have no effect upon the employee's eligibility for Sick Leave or Leave.

### **GENERAL PROVISIONS**

**Section 18.01. Requests for Conference Attendance.** Employees interested in attending conferences related to ongoing Agency activities shall adhere to the following procedures:

- a.) Discuss the possibility and benefit of attending the conference with their immediate supervisor;
- b.) In the event that the employee and supervisor agree that the conference relates to the activities of that employee, a written request, with some clarifying justifications, shall be submitted to the Agency's Executive Director for disposition;
- c.) The Agency's Executive Director will review the request with the appropriate supervisory staff to determine whether same complies with all applicable policy provisions and does not seriously disrupt corporate operations;
- d.) In the event that more than one request for attendance at the same conference is submitted, approval determination will be based upon the following considerations:
  - i.) priority shall be given, in order with the levels of the Job Classification/Compensation Schedule;
  - ii.) evaluation of the topics of various conference sessions will be made in relationship to the direct responsibilities of the applicant staff member;
  - iii.) whether or not the conference is structured to include concurrent sessions; and
  - iv.) previous conference attendance.

### **WHO TO ASK**

Contact your immediate supervisor or Human Resources  
724-489-9100, Extension 4101.

## **XIX. MILITARY LEAVE**

### **POLICY STATEMENT**

It is the intent of the Agency to fully comply with all laws in regard to both Military Leave and re-employment rights for such individuals.

### **GENERAL PROVISIONS**

**Section 19.01. Military Leave Request.** An employee shall be granted, upon written request to the Agency's Executive Director and submission of appropriate military orders, an unpaid leave of absence to fulfill a commitment for military training or service. Upon completion of same, the employee shall be permitted to resume employment with the Agency and such military service shall constitute employment time for length of service calculations. All military orders must verify the beginning and termination dates of the required military service.

**Section 19.02. Health Insurance. REVISED: February 22, 2024 (version)** For military service or training 31 days or less, the organization will continue to pay the Agency's payment of the premium on health insurance, if any, before military service began. If the military leave extends beyond 31 days the employee's health insurance policies will be cancelled. Employees will have the option to continue their insurance coverage at the employee's cost.

**Section 19.03 Leave Usage and Accrual.** While on active duty, you may choose to use any accrued Leave time you have earned. You are not required to use Leave. Accrual of Leave while on Military Leave shall be determined as provided for in **Section 14.01 Accrual** in this Handbook.

**Section 19.04 Holidays.** Holidays, as provided for in Article XIII of this Handbook, occurring during a Military Leave shall not be paid except in the instance of staff utilizing their accrued Leave for the duration of their Military Leave or portion of their Leave immediately before and after such Holiday.

### **WHO TO ASK**

Contact Human Resources, 724-489-9100, Extension 4101.

## **XX. JURY DUTY**

### **POLICY STATEMENT**

In the event that a member of the staff is required to serve on a federal or state jury and formal notification of same is presented to the Agency's Executive Director, they will be excused from work with no effect upon employment.



## **GENERAL PROVISIONS**

**Section 20.01. Jury Duty Requests.** Upon written request and presentation of the proper documentation or subpoena, the Agency's Executive Director will excuse an employee from work if they are required to serve on a federal or state jury, or are subpoenaed to serve as a witness before a petit or grand jury. In fulfilling this obligation, an employee may choose to use earned Leave or waive Leave and allow income from jury duty to be deducted in full from the next regular gross pay, or otherwise reimburse the Agency for jury duty pay. Notice must be given to the Office for Corporate Finance of the employee's choice. If reimbursement is chosen, a copy of checks received from the Court must be included when the reimbursement request is made.

### **WHO TO ASK**

Contact Human Resources, 724-489-9100, Extension 4101.

## **XXI. MATERNITY BENEFITS**

### **POLICY STATEMENT**

It is the intent of the Agency to fully comply with the Pregnancy Disability Amendments to Title VII of the Civil Rights Act of 1964 as amended, Section 701 (K) and all other related local, state and federal laws.

## **GENERAL PROVISIONS**

**Section 21.01. Maternity Benefits.** Maternity shall be treated the same as any disability for all employment-related purposes, including all fringe benefit programs or insurance programs. The Agency shall provide maternity benefits to its female employees regardless of their marital status.

Upon written request by the employee to the Agency's Executive Director, time off for pregnancy may be granted as Family/Medical Absence, provided the employee is eligible for same and such request must include presentation of medical verification which details the initial date of leave and the date the employee might be expected to return to work. Provided the employee has accumulated Sick Leave, they shall utilize same accordingly. Following exhaustion of all accumulated Sick Leave, employees shall utilize any accrued Leave. Should an employee have no accumulated Leave or Sick Leave, they may then be granted unpaid Family/Medical Absence and/or then Special Leave Without Pay.

### **WHO TO ASK**

Contact Human Resources, 724-489-9100, Extension 4101.

## **XXII. JOB POSTINGS, PROMOTIONS & RECLASSIFICATIONS**

### **POLICY STATEMENT**

It is the Agency's policy to consider requests for promotion or job reclassification initiated by any employee, if supported by documentation by their departmental supervisor and other related administrative staff.

**Section 22.01. Job Openings.** When the Agency determines the existence of a job vacancy, a job posting shall be developed, distributed and posted conspicuously. Availability of monies, Agency and program need and staff on reduced employment status are some of the determining factors. Employees who fully satisfy the minimum requirements for the job or PAY GRADE will be accorded the opportunity to apply.

**Section 22.02. Requests for Promotion.** If the Request for Promotion is employee-initiated, they are required to submit to their immediate supervisor, in writing, their Request for Promotion, with supportive documentation. Their supervisor is required to review the Request for Promotion and forward to the appropriate administrative staff for further review of the employee's formal request and their recommendation providing adequate rationale for same. All the information noted above shall be submitted to the Agency's Executive Director along with all recommendations for disposition. The Agency's Executive Director shall consult with the Human Resources Office to assure proper compliance with the provisions of the corporate-wide policy, procedures and practices. Recommendations for promotion may likewise be initiated, with employee's consent, by their supervisor or the Agency's Executive Director. Such recommendation must be in writing, with supportive documentation. Same will be forwarded for review and recommendation consistent with the above-noted employee-initiated request.

**Section 22.03. Position Reclassification.** In unusual situations wherein the employee, their immediate supervisor, and/or other related administrative staff have unanimously determined that a position currently occupied had undergone radical modifications in duties with a concomitant increase in responsibilities, a request for position reclassification may be submitted, in writing, to the Agency's Executive Director for analysis and review. Any proposed modification of the organizational structure shall be jointly reviewed by the Agency's Executive Director, the Human Resources Office and the Executive for Corporate Finance, prior to approval or implementation, to assure proper compliance with corporate-wide policy, procedures and practices. If approved, the reclassified position, under such circumstances, does not require posting, as in Section 22.01 above.

**Section 22.04. Transfers.** The Agency maintains the right to transfer staff, corporate-wide, in accordance with their determination of program/service need, funding resources, staff skills and other relevant factors. In most situations where an employee is transferred to another position in the same wage classification, no wage adjustment shall be authorized. Generally, transfers shall not require posting.

**Section 22.05. Demotions.** Should an employee or position be reassigned to a lower Pay Grade, the Agency's Executive Director, in consultation with the Human Resources Office and Executive for Corporate Finance, shall determine whether or not a concomitant pay decrease is appropriate. Eligibility for funding, budget restrictions and the nature of this demotion shall serve as major determining factors.

**Section 22.06. Anniversary Date.** None of the actions described above in Sections 22.02, 22.03, 22.04, and 22.05 shall change an employee's anniversary date.

### **WHO TO ASK**

Contact Human Resources, 724-489-9100, Extension 4101.

## **XXIII. GRIEVANCES**

### **POLICY STATEMENT**

Employees believing they have been aggrieved by any action which relates to the application, or lack of, or interpretation of the Agency's policies and/or procedures are encouraged to submit their grievance, in writing, within five (5) working days of the incident, in accordance with the grievance procedure. In compliance with appropriate statutes, no employee shall be disciplined, discharged or otherwise harassed or discriminated against because they have filed a grievance, assisted with a grievance investigation or instituted proceedings. The Agency's policy and procedure shall in no way discourage or deprive an aggrieved employee the right to redress outside the Agency structure.

### **GENERAL PROVISIONS**

**Section 23.01. Administrative Responsibility.** Responsibility for the overall administration of the grievance process shall be vested with the Agency's Executive Director. Likewise, the Human Resources Office shall be involved at all levels with the responsibility to assure an impartial investigation in the Agency's determination of the validity of an employee's grievance. If the grievance is determined to be valid, the Agency's Executive Director and the Human Resources Office shall work together in resolving same. Throughout the process, the Office of Human Resources shall be responsible for assuring impartial and consistent application, serving in an advisory and monitoring capacity.

**Section 23.02. General Grievance Provisions.** The Agency's Executive Director and the Human Resources Office shall be responsible for the uniform application of the following provisions of the grievance procedure in all instances of the formal grievance:

- a). Human Resources shall be involved at all levels of the grievance procedure serving in an advisory, monitoring and impartial role;
- b). An aggrieved employee may be accompanied by a representative of their choice at any step of the formal grievance procedure;

- c). All documentation, communications, memoranda, policy and records pertaining to a formal grievance shall be filed with the central personnel files in Human Resources;
- d). All meetings or conferences relative to a formal grievance shall be conducted in private and shall include only those persons in interest and their designated representative;
- e). Despite the privacy of all meetings or conferences, those persons in interest may request that witnesses be called in order to more clearly define the respective positions of the parties to a formal grievance;
- f). All proceedings relative to a formal grievance shall be conducted in an “informal” manner with respect to the general conduct and substance of the hearing;
- g.) All aggrieved employees, co-worker(s), associates, representatives, supervising employee(s), witnesses and other employees shall continue to receive full base pay or salary and wages for reasonable absences, as determined by the Agency, from regularly scheduled work during the hearing time involved in the grievance procedure;
- h.) All aggrieved parties must adhere to prescribed time limitations with respect to the grievance procedure, or it shall be assumed that the aggrieved employee has accepted the decision reached at that level.

**Section 23.03. Grievance Procedure.** Prior to the filing of a grievance, an aggrieved employee shall meet and discuss the matter with their immediate supervisor. In the event that the complaint cannot be resolved, both parties shall document, in writing, their respective impressions of the aforesaid meeting. Subsequent to exhaustion of these information discussions the following process may be utilized:

- a.) Step 1 – The aggrieved employee shall file a written complaint with the Agency’s Executive Director within five (5) working days of the alleged action which led to the grievance, or within five (5) working days of the discussion with their immediate supervisor;
- b.) Step 2 – Within ten (10) working days of receipt of the grievance, a hearing shall be held with the appropriate program director and a written decision shall be rendered within five (5) working days thereafter. In the event that the aggrieved employee is dissatisfied with the Step 2 decision, a written appeal must be filed with the Agency’s Executive Director within five (5) working days of receipt of the decision;

- c.) Step 3 – If an appeal is filed, within ten (10) working days of receiving same, a hearing shall be held with the Agency’s Executive Director and a written decision shall be rendered within five (5) working days thereafter;
- d.) Step 4 – In the event that the aggrieved employee is dissatisfied with the Step 3 decision, a written appeal must be filed with the Agency’s Executive Director within five (5) working days of receipt of the decision. At the next regularly scheduled personnel committee (or full board of directors of an affiliate) meeting, the grievance shall be considered and acted on. At its discretion, the committee or board may invite all parties involved to provide testimony. A written decision shall then be rendered within five (5) working days of this meeting, and shall serve as the final decision of the Agency.

Depending on the nature of the grievance and the level of staff involved, the Agency reserves the right to enter into the grievance procedure at the step it determines to be appropriate and/or modify same as necessary. Likewise, the Agency reserves the right to deny access to the grievance process to employees who have been discharged for willful misconduct and/or insubordination, and to determine the appropriateness of any complaint as to whether or not it is a grievance as defined by the Agency.

**Section 23.04. Anti-Retaliation.** The Agency will not tolerate any overt or covert acts of reprisal, retaliation, interference, restraint, or intimidation against any individual or group exercising rights under this policy, including cooperating or participating in any part of the grievance procedure and investigation.

#### **WHO TO ASK**

Contact Human Resources, 724-489-9100, Extension 4101.

### **XXIV. REDUCTION IN FORCE**

#### **POLICY STATEMENT**

While it is the intent of the Agency to advocate continued employment for all staff, changes in size and/or scope of programs may require discontinuance of certain positions or the reduction of the number of employees in a job classification. In such cases, Agency/client needs, satisfaction of position qualifications, job classification, work performance and length of service may be considered in determining which employees shall be retained.

#### **GENERAL PROVISIONS**

**Section 24.01. Reduction-In-Force.** In the event that the work force must be adjusted, as determined by the Agency, to the point where a reduction-in-force becomes necessary, the following shall apply.

- a.) The Agency's Executive Director(s) shall be responsible for development and implementation of a plan for reducing or otherwise adjusting the work force, however, a reduction-in-force effecting two (2) or more agencies within the corporate structure shall be directed by the Executive Vice President/CEO. In all cases, the Human Resources Office and the Executive for Corporate Finance shall be responsible for advising the executive, interpreting related policy and ensuring fair and consistent actions;
- b.) In identifying which positions shall be affected, the primary objective shall be to determine which positions, when eliminated or reduced, shall have the least impact upon delivery of quality services or fulfillment of the Agency's obligations and commitments;
- c.) Subsequent to the identification of affected positions consideration shall be given to furloughing probationary and/or part-time employees holding such a position;
- e.) Personnel under special employment or training projects may not be considered during the reduction-in-force process unless funding for their program has been reduced;
- f.) Employees shall be given the maximum possible notice of their scheduled furlough date.

**Section 24.02. Reassignment.** Because this reduction-in-force procedure earmarks positions for termination/reduction, rather than individuals, the Agency may reassign furloughed employees to available positions at the same or at a lower PAY GRADE. Availability of similar positions, job requirements and employee qualifications shall be a major factor in the Agency's determination of reassignment boundaries. Reassignment to a position may not protect an employee from any subsequent reduction-in-force nor provide any assurance of maintenance of salary.

**Section 24.03. Recall.** For the purpose of recall, the personnel file of an employee affected by the reduction-in-force shall be maintained in a "furloughed" status for twelve (12) months after the layoff action. Thereafter, such files shall be considered "closed."

- a.) As job openings occur, Human Resources shall submit to the Agency's Executive Director the names of "furloughed" employees who may qualify for available employment opportunities. The person, who is most qualified in the Agency's determination, may be contacted in writing as to the availability of the position. Upon receipt of said notification it is incumbent upon the "furloughed" employee to advise the Agency, in writing and within five (5) working days, as to whether or not they are interested in the position. If the employee fails to contact the Agency within these time limits, they shall be considered as having resigned and their personnel file shall be closed.

Should an employee decline an offer of employment, their personnel file shall likewise be closed.

**Section 24.04. Severance Pay.** Full-time employees, who do not resign prior to six (6) months of continuous furlough shall receive, after two (2) years' employment, one (1) week's severance pay for each year of employment up to a maximum of four (4) weeks' severance pay. Payment of this severance pay shall normally follow six (6) months of continuous furlough.

#### **WHO TO ASK**

Contact Human Resources, 724-489-9100, Extension 4101.

## **XXV. EMPLOYEE HANDBOOK**

### **POLICY STATEMENT**

Southwestern Pennsylvania Human Services, Inc. and its affiliate agencies are at-will employers. The publication of this Handbook in no way diminishes the at-will nature of these agencies. The purpose of this Handbook is only to summarize and outline operational policies and provide further explanation of related procedures which are set forth throughout the EMPLOYEE HANDBOOK. This manual shall be provided to and discussed with all new employees during their initial orientation session. However, its distribution shall in no way limit the Agency's right to modify or interpret it; set standards for both quality and quantity of service delivery and employee performance. Staff shall be informed, in writing, of changes or modifications to the EMPLOYEE HANDBOOK.

### **GENERAL PROVISIONS**

**Section 25.01. Applicability.** The policies, practices, and procedures set forth in this Handbook have been developed by the Agency as general guidelines for day-to-day operations. The provisions of this Handbook are applicable to all employees, unless otherwise provided for in writing.

The information in this Handbook represents a summarization of the day-to-day operational personnel-related policies and procedures of Southwestern Pennsylvania Human Services, Inc. and its affiliates. It is our hope that this information, coupled with the employee orientation process and the ongoing assistance provided by your immediate supervisor, will assist you in a successful transition into and continued success within the organization.

The policies, practices and procedures set forth in this Handbook have been developed by the Agency as general guidelines for day-to-day operations. While this manual shall serve as a basis of operation and control, its distribution shall in no way limit the Agency's right to modify or interpret it; establish and administer new policies, practices and procedures; delete provisions; set standards for both quality and quantity of service delivery and employee performance; and/or to take whatever action is necessary to ensure the success of the Agency, its programs and services, and the well-being of its clients.

**Section 25.02. Policy and Procedures Manual.** The Agency maintains and periodically updates a Policy and Procedures Manual which is available in electronic format through the Agency controlled shared drive and applies to all employees. The Manual is intended to be used in conjunction with the Handbook and not to replace or supplant any portion of the Handbook. Any discrepancies between the Manual and the Handbook will be resolved at the discretion of the Agency.

**Section 25.03. At-Will-Employment.** The Agency shall remain an at-will employer and maintains the right to interpret and administer these policies, practices, processes and procedures on a case-by-case basis. The manual, and its distribution, is in no way intended to create a contract, promise or guarantee (expressed and/or implied). The Agency's Executive



Director, as a delegate of the board of directors, shall be responsible for the administration and interpretation of this manual and its contents. Further, no circumstances arising out of the employment relationship may alter this at-will status unless the understanding is specifically set forth in writing and signed by the employee and the Agency's Executive Director.

There is to be no display or transmission of sexually explicit images, messages, or cartoons, or any display, transmission or use of systems/equipment that contain ethnic slurs, racial epithets, or anything that may be construed as harassment or disparagement of others based on their race, sex, color, creed, national origin, religion, sexual orientation, gender identity, age, veteran or military status, familial status, handicap, disability or political beliefs.

### **WHO TO ASK**

Contact Human Resources, 724-489-9100, Extension 4101.

## **XXVI. OTHER WORK-RELATED ISSUES**

### **POLICY STATEMENT**

Southwestern Pennsylvania Human Services, Inc. and its affiliate agencies believe in providing the highest quality of services to all participants and stakeholders; eliminating or reducing barriers to access; affirming fair and equal treatment for all; and maximizing scarce resources to assure services are available to the widest number of individuals and families as possible. The Agency takes all those steps necessary to ensure the health, welfare and safety of participants, visitors and employees. SPHS encourages positive, collaborative, and effective working relationships throughout all aspects of its programs and the communities and people we serve.

To this end, the Agency shall establish policies and procedures it believes necessary to achieve its successful operation. The Agency reserves the right to develop new policies and procedures from time-to-time; terminate, update or modify existing policies and procedures; administer and interpret existing policies; as well as make decisions and take actions as determined by facts and circumstances when no relevant policies or procedures exist.

**Section 26.01. Appearance.** Employees are expected to present a clean and professional appearance at all times. Most employees are in close contact with patients, clients, community leaders, county, state and federal agency representatives, etc. As such, personal appearance is an important factor in determining the image we project and affects the attitude of those we serve and are in contact with. While allowing maximum possible latitude for individual self-expression among employees, the Agency desires dress and grooming appropriate to our setting, and reserves the right to determine same.

**Section 26.02. Courtesy.** Courteous, sensitive and accommodating behavior is expected at all times, under all circumstances. Employee actions which are determined by the Agency to be disruptive, offensive to others, harmful to the Agency, its staff or consumers, or harmful to the

Agency's business reputation or image, shall give rise to disciplinary action, up to and including discharge.

**Section 26.03. Telephones.** Telephones are to be available for Agency business at all times. Personal conversations, when necessary, should be brief and restricted to emergencies. Lengthy personal calls are prohibited. This applies to personal cell phones as well. Agency business shall not be delayed by telephone misuse. Employees may be disciplined and/or surcharged for personal telephone calls on agency systems on agency work time, and/or other telephone misuse. Telephone numbers of calls made from agency phones may be electronically recorded, however, phone conversations are not.

**Section 26.04. Extracurricular Activities.** Staff may engage in outside employment or activities for procuring gain as long as it does not present a conflict of interest with the activities of the Agency, working hours or affect the person's ability to perform his/her duties. Income or royalties derived from publications, manuals, photos, videos, projects, software, research, inventions, etc., generated as a part of work activities or during working hours, are the property of the Agency. It is strictly prohibited that staff share any agency, program strategic planning, or consumer information to an outside employer or any other outside concern or contact. Violations of this shall result in immediate termination of employment.

**Section 26.05. Incident Reports.** Incidents include unusual occurrences, injuries, accidents and situations which could develop into an accident. They may involve clients, employees and/or visitors. If in doubt whether an occurrence constitutes a reportable incident, report it. The report should be a factual account of the details of the incident. The purpose of incident reporting is not to place blame on individuals. Rather, it is designed to enhance the quality of service and to assist in providing a safe environment for employees and clients. Reports are imperative to avoid legal complications and to insure the appropriate protection of employees, visitors and program participants.

Staff's assistance and cooperation are requested in reporting any incidents that occur, regardless of their location. Utilizing the Agency's Accident/Incident/Safety Report Form, a brief written summary, including names, location, time, and a general description of how the incident occurred must be submitted as soon as possible.

Incidents which occur during normal work hours in any location must be immediately reported to Human Resources. Incidents after 5 p.m. should be reported to Human Resources immediately at the start of the next work day.

**Section 26.06. Employee Incidents & Injuries – Worker's Compensation.**

In compliance with State Department of Labor and Industry regulations, it is imperative that an employee immediately complete and submit the appropriate Accident Report Form to Human Resources in the event of an accident occurring during the performance of the employee's job duties. Said form must be completed regardless of whether any injury, medical expenses, or lost work days result from the accident. Based upon the Accident Report Form, the required Worker's Compensation report will be completed by Human Resources. Any medical bills incurred as a result of a job-related accident should be promptly submitted to Human

Resources for consideration of payment. Employees shall not be entitled to collect both Sick Leave and Workers' Compensation for the same day or days of absence.

**Section 26.07. Clean Indoor Air – Smoking.** In compliance with Pennsylvania Law, the following shall serve as the Agency's policy regarding the restriction of indoor smoking in the work place: Smoking shall be prohibited in all Agency offices, field sites and locations and/or Agency-owned, leased, or operated vehicles. This includes all forms of smokeless tobacco and all forms of e-cigarettes.

**Section 26.08. Agency Property, Equipment and Supplies.** Agency owned property, equipment and supplies are purchased for the purpose of conducting agency business only and not for personal use of employees. This includes, but is not limited to, office supplies, food and beverages, copiers, electronic systems and Agency vehicles.

Employees may be disciplined and/or surcharged for using and/or damaging agency property, equipment and supplies for other reasons.

**Section 26.09. Moving Office Equipment.** The Agency has established procedures for the transfer and/or delivery of all office equipment, which requires the prior approval of the Office for Corporate Finance. Therefore, to effectively complete any such transfer and/or delivery, proper advanced planning is necessary. In this regard, contact with the Agency's maintenance department should be made as early as possible.

Further, to protect yourself, to ensure continuity of services to our clients and to avoid expensive worker's compensation claims, staff are prohibited from moving office equipment.

**Section 26.10. Agency Information and Imaging/Video Systems, Electronic Mail, Internet, Facsimile Transmissions.** The written, electronic information and imaging/video systems, as well as the data files and images contained or used therein provided by and made available to you as an employee are the sole property of the Agency. All such data files, images, electronic mail, internet access, facsimile transmission, written or other documents, systems and equipment are not to be used for personal use or in any other way. Also, employee actions which are determined by the Agency to be disruptive, offensive to others, harmful to morale, or harmful to the Agency's reputation or image, shall give rise to disciplinary action(s).

There is to be no display or transmission of sexually explicit images, messages, or cartoons, or any display, transmission or use of systems/equipment that contain ethnic slurs, racial epithets, or anything that may be construed as harassment or disparagement of others based on their race, sex, color, creed, national origin, religion, sexual orientation, gender identity, age, veteran or military status, familial status, handicap, disability or political beliefs. Violation of this will result in disciplinary action(s), up to and including discharge, as determined appropriate by the Agency.

The Agency strictly prohibits the use of audio and video recording devices in the work setting, unless such recording has been approved by the Agency and those persons being recorded. Violations of this prohibition may be cause for immediate termination.

All systems, messages, files, images, records, etc. are Agency property. The Agency reserves the right to access and disclose all messages, documents, files, records and images created, stored, received or sent in and/or over its systems/equipment. This includes regular mail, electronic systems, or delivery services.

For privacy reasons, employees should not attempt to gain access to another employee's files or electronic mail messages. Employees are not permitted to provide other employees with their account/file password(s) unless authorized by their Executive Director. However, Agency management reserves the right to enter an employee's files whenever there is a business need to do so.

#### **WHO TO ASK**

Contact Human Resources, 724-489-9100, Extension 4101.

### **XXVII. AIDS WORKPLACE POLICY**

#### **POLICY STATEMENT**

It is the policy of the Agency to provide a concerned and nondiscriminatory environment for individuals with AIDS (Acquired Immune Deficiency Syndrome), ARC (AIDS-related complex) or HIV (Human Immunodeficiency Virus) infection. A person with AIDS, ARC or HIV infection is to be treated with respect and dignity and not to be denied services due to them. Employees and persons served by our Agencies will not be discriminated against on the basis of their AIDS, ARC or HIV status.

#### **GENERAL PROVISIONS**

**Section 27.01. Confidentiality-AIDS.** AIDS-related information on employees, dependents and clients shall be handled in the strictest confidence. Information concerning an employee's AIDS-related condition shall not be made part of the Agencies' personnel files. Likewise, it is the intent of the Agency to adhere to the provisions of Pennsylvania Act 1990-148, Confidentiality or HIV-Related Information Act.

In the course of employment, employees may have access to or learn about AIDS-related information regarding a client or another employee. In such instances, the employee shall observe the Agencies' strict policy on confidentiality governed by this section and section 3.09 of the EMPLOYEE HANDBOOK. A breach of said confidentiality shall subject an employee to discipline/discharge as outlined in Section III of the Agencies' EMPLOYEE HANDBOOK, or applicable collective bargaining agreement.

**Section 27.02. Non-Discrimination-AIDS.** Individuals and employees with AIDS, ARC or HIV infection or those perceived to have these conditions, may not be discriminated against with regard to appointment, transfer, promotion or other employment actions.

An Agency's employee with AIDS, ARC or HIV infection shall continue in their current job and work assignment as long as their health permits. If an employee is unable physically to carry out their job duties, the employee shall be afforded the same consideration as another employee whose illness or injury prevents them from performing job duties.

Because of the episodic nature of the secondary illnesses which afflict persons with AIDS, employees may request reasonable accommodations which will allow them to continue to work with their disability. These requests shall be honored to the extent the Agency can determine such requests practicable.

**Section 27.03. Testing Guidelines-AIDS.** No current or prospective employee may be required to submit to an AIDS or HIV antibody test as a condition of employment. It shall be the responsibility of the Agency's Executive Director to develop guidelines for protection against exposure to blood and blood by-products for their Agency's staff. It shall be the responsibility of Human Resources to coordinate all such activities. Guidelines shall be consistent with the federal guidelines issued by the United States Public Health Service, Centers for Disease Control, guidelines issued by the Agency's funding source(s) and this Policy. A copy of Agency guidelines shall be maintained, and made available for a review upon request, by the Agency's Executive Director and Human Resources.

**Section 27.04. Information and Education-AIDS.** Employees, supervisory and administrative staff may contact the Human Resources Office or their Agency's Executive Director for further information and instruction on AIDS-related situations which arise in their work units.

The Agency will provide ongoing education and information to employees on AIDS, ARC and HIV in order to increase knowledge about these conditions. The Agency hopes that effective education will result in accident prevention and in better services to the public. Individuals and employees who desire more information may also contact their physician, the Department of Health and/or local AIDS support groups.

**Section 27.05. Applicable Law.** It is the intent of the Agency to comply with the applicable provision of Pennsylvania Executive Order 1989-5 and any other laws and regulations prohibiting discrimination against individuals with AIDS, ARC or HIV infection.

#### **WHO TO ASK**

Contact Human Resources, 724-489-9100, Extension 4101

### **XXVIII. DRUG-FREE WORKPLACE POLICY**

#### **POLICY STATEMENT**

All employees are strictly prohibited from unlawfully manufacturing, distributing, selling, possessing or using controlled substances on corporate work premises, including corporate-owned vehicles and field offices, or while conducting corporate business away from corporate

work premises. Any employee found to be in violation of this Article will be disciplined, up to and including termination, and may be subject to legal action. Any such action or actions shall be the sole discretion of the Agency.

Employees must, as a condition of employment, abide by the terms of this policy and inform the Agency's Executive Director of any conviction under a criminal drug statute for violation occurring in the workplace within five (5) days after such conviction.

Failure to comply with any provision of this policy will result in immediate disciplinary action within the framework of applicable personnel policies and/or labor agreements and, following further investigation, may lead to the termination of employment.

## **GENERAL PROVISIONS**

**Section 28.01. Drug-Awareness Program.** The Agency will institute a drug-awareness program for employees that discusses the dangers of drug abuse in the workplace, explains the corporate policy on this issue, and identifies a process for obtaining assistance in addressing drug problems.

**Section 28.02. Treatment.** The Agency recognizes that drug dependency is an illness and a major health problem. Employees needing assistance in dealing with this problem are encouraged to seek help voluntarily. A conscientious effort to obtain treatment voluntarily will not jeopardize an employee's job security or promotional opportunities, and will not be noted in any personnel record.

The Agency believes that rehabilitation is the preferred solution to drug abuse and dependency problems.

The Agency shall review policy violations on a case-by-case basis and may, at its discretion, assist an employee in seeking treatment in an approved drug-abuse clinical facility. Employees for which this rehabilitation option is suggested shall be required to follow through with and successfully complete the prescribed treatment.

**Section 28.03. Selling/Distributing.** Efforts to sell or distribute illegal substances in the workplace will not be tolerated. Any such action shall be cause for immediate discharge.

## **WHO TO ASK**

Contact Human Resources, 724-489-9100, Extension 4101

## **XXIX. BLOODBORNE PATHOGENS POLICY**

### **POLICY STATEMENT**

It is the policy of the Agency to comply with the Occupational Safety and Health Administration (OSHA) Bloodborne Pathogens Standard, 29 CFR 1910.1030. To this end, the

Agency shall perform exposure determination on an ongoing basis to identify employees which may be at risk for occupational exposure to blood or other potentially infectious materials. The Agency will strive to reduce an employee's risk to actual exposure and, to this end, will provide and utilize procedures, precautions and equipment, as determined necessary by the Agency or otherwise mandated by law, to minimize risk for employees. In the case of exposure, the Agency will expeditiously make available such treatment, as deemed necessary by the treating physician, to those exposed employees; investigate the incident/accident; and take steps necessary to reduce or eliminate the chance of reoccurrence.

## **GENERAL PROVISIONS**

**Section 29.01. Exposure Determination.** It shall be the responsibility of Human Resources to assist program administrators in conducting an exposure determination at least once per calendar year. At a minimum, the exposure determination shall identify specific job classifications and/or titles in which employees may be at risk of occupational exposure to infectious materials. Additionally, tasks and procedures which would cause these employees to have occupational exposure shall also be identified.

**Section 29.02. Occupational Exposure Plans.** Upon completion of the exposure determination, affected programs shall be responsible for completing an Exposure Control Plan specific to their circumstances. Human Resources shall provide a simple plan as appropriate and provide technical assistance as necessary. The final draft of the Plan shall be reviewed by the Agency's Executive Director and Director of Human Resources. A copy of the Plan shall be maintained at the program's central office and a copy shall be maintained on file at Human Resources.

The Exposure Control Plan shall include results of the exposure determination and a plan implementation schedule and methodology. Such a plan may also include, but shall not be limited to discussion of: compliance methods; procedures for the handling of needles and infectious materials; work area restrictions; specimen collection procedures; storage and labeling procedures; personal protective equipment; cleaning and decontamination procedures; waste disposal; laundry procedures; vaccines and testing; post-exposure evaluation and follow-up; interaction with health care professionals; training; and record-keeping.

**Section 29.03. Incidents of Exposure.** Incidents of occupational exposure shall be considered a workplace accident or incident, whichever is appropriate. All accidents/incidents must be reported immediately to Human Resources and the appropriate program supervisor. (Refer to Section 26.05 and 26.06 of the Agency's EMPLOYEE HANDBOOK for specific information/requirements for reporting incidents, accidents and injuries).

The Agency shall provide free medical evaluation and treatment to employees who experience occupational exposure.

**Section 29.04. Personal Protective Equipment (PPE).** The Agency, as a part of its exposure determination, shall identify specific personal protective equipment which may be appropriate for protecting employees from contact with potentially infectious materials. Under normal

work conditions, PPE must not allow potentially infectious materials to contact an employee's work clothes, street clothes, undergarments, skin or mucous membranes. PPE may include gloves, masks, gowns, aprons, lab coats, face-shields, protective eye-wear, mouthpieces, resuscitation bags, etc. However, the appropriate type of PPE provided shall be determined by the Agency through its investigation of the degree of exposure anticipated. In those situations that the Agency determines PPE is appropriate, same will be provided to employees at no cost. Likewise, the cost of cleaning, laundering, repairing, replacing and/or disposing of PPE shall be borne by the Agency.

**Section 29.05. Vaccines and Testing.** The Agency shall make the Hepatitis B vaccine available, at no cost to the employee, to all employees who are identified as being at risk of occupational exposure to blood and other potentially infectious materials. Further, the Agency may make a TB test available, at no cost to the employee, to all employees who are identified by the Agency as being at risk of occupational exposure to same. Additional vaccines and/or tests may be made available, as determined by the Agency. Vaccines will be offered to new employees within ten (10) days of their initial date of work.

**Section 29.06. Confidentiality.** Accident/incident and medical information on employees and clients shall be handled in the strictest confidence. Information concerning an employee's exposure shall not be made part of the Agency's personnel files.

In the course of employment, employees may have access to or learn about exposure accidents or incidents and related information regarding a client or another employee. In such instances, the employee shall observe the Agency's strict policy on confidentiality. Breach of such confidentiality shall subject an employee to discipline/discharge as outlined in Section VII of the Agency's EMPLOYEE HANDBOOK, or applicable collective bargaining agreement.

### **WHO TO ASK**

Contact Human Resources, 724-489-9100, Extension 4101

## **XXX. FAMILY/MEDICAL ABSENCE POLICY**

### **POLICY STATEMENT**

It is the policy of the Agency to comply with the provisions of the Family and Medical Leave Act of 1993, P.L. 103-3. To this end, eligible employees shall be entitled to a maximum of 12 weeks off to care for a newborn, an adopted child or foster child, within a year of the child's arrival. Such time-off shall generally be without pay except as provided for in Section 30.02 of the EMPLOYEE HANDBOOK. Time-off shall also be given to care for a seriously ill child, parent or spouse, and in cases of the employee's own serious health condition. An employee taking time-off under this policy shall be entitled, upon return from such absence, to be restored to their previous position or to an equivalent position, as determined by the Agency, with equivalent employment benefits, pay, and other terms and conditions of employment.



## GENERAL PROVISIONS

**Section 30.01. Eligible Employee.** Eligible employees shall be defined as those employees that have been employed at least 12 months by the Agency, and who have worked at least 1,250 hours during the 12 months before the Family/Medical Absence is requested.

**Section 30.02. Time-Off.** An eligible employee shall be entitled to a maximum 12 weeks of Family/Medical Absence during any 12-month period, which commences with the first day such absence begins. Entitlement to this leave may be based on any of three reasons: because of the birth or placement for adoption or foster care of a child; because of the serious health condition of a spouse, child or parent; or because of the employee's own serious health condition.

Where applicable, eligible employees will be required to first utilize their accrued SICK LEAVE, and/or LEAVE (if appropriate), with the remainder of the Family /Medical Absence being time-off without pay. If an eligible employee has no accrued paid LEAVE, and/or if SICK LEAVE usage is not appropriate, the entire 12 week Family/Medical Absence shall be time-off without pay.

Where applicable, if both spouses are employed by the Agency, the aggregate absence to which both may be entitled may be limited to a total of 12 weeks. This limitation only applies to absence for the birth or placement of a child, or to care for a sick parent.

**Section 30.03. Certification.** In all cases of a serious health condition, employees shall be required to provide the Agency with physician certification. Such certification is to include: the date on which the serious health condition in question began; the probable duration of the condition; appropriate medical facts regarding the condition; and when appropriate, a statement that the employee is needed to care for a spouse, parent or child along with an estimate of time required; or that the employee is unable to perform the functions of their job.

The Agency may require that a second opinion be obtained from a health care provider designated by the Agency. In the event of conflicting opinions, the employer may require a third and final provider (to be approved jointly by the Agency and the employee) to offer a binding decision. When required by the Agency, the second and/or third opinions shall be paid for by the Agency.

The Agency shall also require appropriate certification in instances of childbirth and the placement for adoption or foster care of a child.

From time to time, the Agency may require an employee on Family/Medical Absence to report their status and their intention to return to work. Likewise, the Agency may require subsequent recertification on a reasonable basis.

**Section 30.04. Benefits.** Health care insurance, paid for by the Agency, shall be maintained for those full-time employees who were enrolled in an Agency health care insurance option prior to requesting a Family/Medical Absence. However, the Agency may recover health

coverage premiums paid for an employee who fails to return from such absence, except where the reason is the continuation, recurrence, or onset of a serious health condition, or something else beyond the employee's control. Such occurrences shall be subject to certification.

An eligible employee taking absence under this policy is entitled, upon return from such time-off, to be restored to their previous position or to an equivalent position with equivalent employment benefits, pay, and other items and conditions of employment.

Life and Long-Term Disability Insurance coverages shall be suspended if an employee's unpaid Family/Medical Absence exceeds thirty (30) calendar days.

An employee taking such absence may not be deprived of benefits accrued before the date on which the absence commenced. However, employees taking such absence may not accrue any employment benefits during the period of unpaid time-off. Likewise, this policy shall not entitle an employee to any right, benefit or position other than any right, benefit or position to which the employee would have been entitled had the employee not taken such an absence.

**Section 30.05. Requesting Family/Medical Absence.** An eligible employee may be granted Family/Medical Absence subsequent to submitting a written request to the Agency's Executive Director. Approval of such requests shall be considered in accordance with the various provision of this policy and the provisions of the Family and Medical Leave Act of 1993. Employees are required to submit their request for Family/Medical Absence no less than thirty (30) days before the date their absence is to begin, unless medical circumstances require the absence to begin in less than thirty (30) days. In such cases, the employee shall provide such maximum notice as is possible.

#### **WHO TO ASK**

Contact Human Resources, 724-489-9100, Extension 4101

### **XXXI. COMPLIANCE**

#### **POLICY STATEMENT**

Every employee, independent contractor, intern and volunteer within the Agency, has the responsibility and obligation to comply with all applicable statutory, regulatory and other requirements. To this end, the Agency will develop procedures for handling the prevention, detection and reporting of fraud, waste and abuse, as well as other forms of misconduct or dishonesty. Employees are responsible for reviewing relevant policies and procedures and attending required trainings to ensure their understanding of their compliance responsibilities as they pertain to their employment within the Agency.

#### **GENERAL PROVISIONS**

**Section 31.01. Corporate Compliance Plan.** The Agency has adopted a Corporate Compliance Plan. Each employee will receive a copy of the Corporate Compliance Plan at

their orientation. The Corporate Compliance Plan is reviewed and approved by the Southwestern Pennsylvania Human Services, Inc., Board of Directors or its designated Committee. The Corporate Compliance Plan is reviewed, updated and approved annually.

**Section 31.02. Reporting.** Every employee, independent contractor, intern and volunteer within the Agency has the responsibility to report to the Director of Quality, Risk Management and Compliance any suspected wrongdoing, misconduct or irregularity in the business and utilization practices of employees and consumers, whether committed by that individual or someone else. Examples of wrongdoing, misconduct, or irregularities include but are not limited to: improper billing of services, breaching confidentiality, theft, and forgery. Failing to report instances of wrongdoing, misconduct or irregularity may result in disciplinary action up to and including discharge.

Reports may be made directly to the Director of Quality, Risk Management and Compliance or by calling **the Compliance Hotline at 724-489-9100, extension 4444**. Reporters may choose to remain anonymous.

**Section 31.03. Anti-Retaliation.** Any individual who makes a report, *in good faith*, will not be subject to any form of retaliation or reprisal. However, any employee who deliberately makes a false accusation with the intention of harming, or retaliating against another individual or the agency will be subject to disciplinary action up to, and including discharge.

**Section 31.04. Training.** All employees must, as a condition of employment, attend annual compliance training. The Director of Quality, Risk Management and Compliance will conduct compliance training for all new hires at orientation and at program sites for all existing staff. The training cycle will run from July 1<sup>st</sup> through June 30<sup>th</sup> of the following year.

The training shall supplement this policy and the Corporate Compliance Plan in order to ensure understanding of fraud, waste, abuse and other forms of misconduct or dishonesty, as well as the responsibilities of each employee as they relate to compliance.

**Section 31.05. Acknowledgement Statements.** At new hire orientation and then at the annual training each year thereafter, all staff will sign an acknowledgement statement committing to being in compliance with all applicable statutory, and other requirements and to report any suspected wrongdoing, misconduct or irregularity in the business and utilization practices of employees and consumers. Signed acknowledgement statements are maintained in the office of the Director of Quality, Risk Management and Compliance.

**Section 31.06. Policy and Procedures Manual.** The Agency maintains and periodically updates a Policy and Procedures Manual which is available in electronic format through an Agency controlled shared drive. All employees are responsible for familiarizing themselves with the Manual and complying with the requirement therein contained.

#### **WHO TO ASK**

Executive for Corporate Administration 724-489-9100, Ext. 4205

## **XXXII. SERVICE SYSTEM HISTORY**

### **SOUTHWESTERN PENNSYLVANIA HUMAN SERVICES, INC. A COMPREHENSIVE SYSTEM OF HEALTH AND HUMAN SERVICES SERVING SOUTHWESTERN PENNSYLVANIA**

In the early 1960's, residents of the mid-Monongahela Valley had no access to social services unless they traveled 25 miles or more to Pittsburgh, Washington, Uniontown or Greensburg. Local leaders, working with the United Way, enlisted the University of Pittsburgh to examine this problem and suggest a remedy. This study recommended that a local umbrella agency be established to develop a human service system, so the Mon Valley United Way formed Mon Valley United Health Services, Inc. in 1964 with an initial grant of \$23,000.

The first program offered by the new agency was a visiting nurse service. During the next several years, Mon Valley United Health Services, Inc. developed additional service programs including child care, family planning, mental health/intellectual disabilities and aging services, as well as a corporate framework to deliver these services to the area.

Initially the agency operated out of the former Second Street School building in Charleroi. In 1971, operations were moved to the newly constructed Mon Valley Community Health Center in the Eastgate section of Monessen. By the early seventies, with a service delivery system in place, leaders established a mechanism to coordinate long-range planning, research and development of other health and social services. In 1971, with a grant from the U.S. Department of Health, Education and Welfare, the Mon Valley Health and Welfare Council, Inc. was formed. Over the next several years, the Council's primary role was to develop a coordinated approach to the area's human service system by bringing together all the appropriate service providers, community groups and other interested parties.

Both the Mon Valley Health & Welfare Council, Inc. and Mon Valley United Health Services, Inc. enjoyed tremendous growth in the 1970's. Existing programs grew to meet the increasing demand for services; new programs developed; and the service areas expanded into four counties.

Due to the decline in federal support for health and human services in the early 1980's, management and the Boards of Directors realized that it would be necessary to cut costs and consolidate resources. In 1984, the Boards of Directors of United Health Services and the Health and Welfare Council initiated a year-long corporate reorganization study which concluded that a parent corporation, in which administrative activities were centralized, would be more cost-effective and efficient than the two separate organizations. Following the recommendations of this study the Boards jointly implemented a new corporate structure from the consolidation of Mon Valley United Health Services, Inc. and the Mon Valley Health and Welfare Council, Inc., and formed Southwestern Pennsylvania Human Services, Inc., system.

Such a structure provides cost-effective centralized management services for all units (e.g. financial, human resources, strategic planning, marketing, development and others) while allowing the affiliate corporations to be able to focus their planning and resources,

concentrating on actual service delivery. SPHS affiliates have a client/patient focus that allows them to be more responsive to the marketplace. With program staff having control of like programs, the structure allows for cross fertilization of ideas, resulting in synergies that serve to build utilization. Quality control of health care and other program delivery are enhanced because responsibility is placed with those individuals who are most knowledgeable about program requirements.

The objectives of the current SPHS parent/affiliate structure are to:

- Reduce financial duplication.
- Enhance and continue relevant health and human service programs.
- Increase management's responsiveness to community needs and accountability to the Board of Directors.
- Achieve better organizational planning.
- Enhance flexibility as requirements change or new community needs develop.
- Ensure quality control.
- Develop alternative sources of income.
- Provide for the uniformity of personnel administration.

Today, the SPHS system includes eight (8) affiliate nonprofit agencies:

CARE Center, Inc.  
Comprehensive Community Services, Inc.  
Connect, Inc.  
Diversified Human Services, Inc.  
Southwest Behavioral Care, Inc.  
Southwestern Pennsylvania Area Agency on Aging, Inc.  
Mon Valley Community Health Services, Inc.  
Mental Health Association in Butler County, Inc.

Employing approximately 950 staff, the SPHS system serves nearly 70,000 people each year.

SPHS also provides various administrative services to a number of non-affiliated nonprofits throughout Southwestern Pennsylvania.

Additional information regarding SPHS and the affiliate agencies may be found online at [www.sphs.org](http://www.sphs.org).