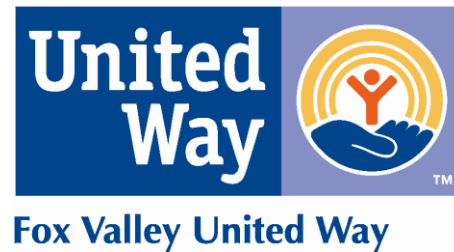


FOX VALLEY UNITED WAY PERSONNEL POLICIES AND PRACTICES



Issued To _____

Date Issued _____

**Fox Valley United Way
Personnel Policies and Practices
Approved by FVUW Executive Committee
And Adopted as Policy _____ :
Supersedes Issue Dated: June 1, 2016**

FOX VALLEY UNITED WAY PERSONNEL POLICIES AND PRACTICES

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**FOX VALLEY UNITED WAY
PERSONNEL POLICIES AND PRACTICES**



ACKNOWLEDGEMENT

1. I understand that during my employment with Fox Valley United Way (hereafter FVUW), I will be informed, from time to time, of various procedures and policies of FVUW. I also understand that FVUW reserves the right to amend, supplement, modify, suspend, eliminate, or terminate any or all such policies and procedures at any time. I understand that FVUW will make every effort to notify me of these revisions or changes.
2. I have been advised, and I understand, that the only official source of such policies or procedures in the organization will be issued by the Chief Executive Officer as approved by the Executive Committee.
3. I understand that nothing contained in any employee or personnel policy or procedure issued by FVUW, or in any written or oral statement of the Chief Executive Officer, or any member of the Executive Committee or Board of Directors is intended to set forth, constitute, or suggest any expressed or implied contract between myself and FVUW for either employment or the provision of any benefit.
4. I acknowledge that my employment, compensation, and any non-vested benefits can be terminated, for any reason, and with or without notice, at any time, at the option of FVUW. Employment at FVUW is not an implied contract and is at-will employment. I understand that I am free to resign from employment at any time for any reason.

I have received and read the policies and procedures of FVUW. I have had my questions answered, and I agree to conform to these policies and procedures.

Name of Employee

Date

Signature

Witness

Date

This manual provides general guidance for the administration of the Personnel Policies for employees of Fox Valley United Way (hereafter FVUW). The following writings outline general principles and are not intended to cover every situation that might arise. The Chief Executive Officer (hereafter CEO) is responsible for administering these policies.

1. EMPLOYMENT

1.1 It is the policy of FVUW to employ qualified individuals and to maintain a professional work environment that is free of intimidation or harassment. This is done without regard to race, sex, sexual orientation, age, color, creed, religion, physical handicap, marital status, national origin, or veteran status. See the *Equal Opportunity Assurance Statement* outlined in **Addendum E** of this manual.

1.2 These personnel policies are submitted by the FVUW HR Committee and approved and adopted by the FVUW Executive Committee (hereafter Executive Committee). They are reviewed as necessary, in part or as a whole, to ensure that they continue to reflect current employment practices in the field of human resource management and are consistent with legislative requirements. They are intended to provide the basis for reasonable and consistent treatment of the FVUW staff and do not constitute an employment contract.

Employment is an at-will relationship that exists as long as both FVUW and the employee determine that it is in their respective best interests. Employees are free to resign at any time for any reason; however, proper advance notice is requested. Similarly, FVUW is free to determine if continued employment of any person is not in the organization's best interest, and is free to discharge that employee at any time.

1.3 It is the responsibility of the CEO to employ, manage, and, if necessary, discipline and discharge staff members, calling on the Executive Committee for assistance and advice when necessary. It is the responsibility of the Executive Committee to employ, manage, and, if necessary, discipline the CEO.

1.4 All new employees will receive a copy of the Personnel Policies, a written job description of their position, a written statement of employment that indicates the starting date, beginning salary, available benefits for the position, and any work rules and other information from the CEO.

1.5 Employees are hired for an initial three-month probationary period. During this time, the new employee may evaluate his or her interest in the position, and FVUW may evaluate the new employee's ability. An employee may be terminated without cause during this period. An initial evaluation is done after one month of employment and another at the end of the probationary period. An evaluation of the employee's progress and performance will determine whether the employee shall be retained permanently. Should it be determined that a probationary employee is not satisfactorily performing, considering skills, efficiency, or ability to work well with other employees, he or she may either have his or her probationary period extended or will be terminated without prejudice. The staff evaluation is conducted by the CEO and that of the CEO by the Executive Committee. The successful completion of the probationary period does not constitute a contract of employment or a guarantee of continued further employment.

2. WORKING CONDITIONS

2.1 The CEO will set the business office and workweek hours as required.

- 2.2 FVUW intends to treat employees fairly and seek their ideas and involvement in improving the work environment and results. Fair and consistent practices of carrying out employment policies are the goal of FVUW.
- 2.3 The office may be open at other times, should the workload require it, on a pre-announced schedule, and all employees may be required to work during those times.
- 2.4 Regular attendance and punctuality are essential at FVUW. Employees who find it necessary to be absent or late should report this to your supervisor as soon as the need is known. Excessive or habitual tardiness and absenteeism can become a consideration at the time of merit pay review, leading to disciplinary action up to and including discharge.

Failure to report to work for three (3) days with no notice will be considered a voluntary resignation.

3. HARASSMENT

- 3.1 The organization's policy is to provide an environment free of harassment. Harassment means someone is subjected to insult, intimidation, discrimination, racism, bullying, and other forms of abuse. FVUW will not tolerate harassment in any form.
- 3.2 Harassment also includes any employee conduct unreasonably interfering with another's work performance by creating an intimidating, hostile, or offensive working environment. FVUW will treat harassment as a serious form of misconduct. Employees who engage in harassing behavior will be disciplined appropriately. Employees are encouraged to report any situation related to harassment to the CEO or an officer of the Executive Committee. *Sexual Harassment Statement* addressed in **Addendum F** of this manual.
- 3.3 FVUW fosters an atmosphere of respect for one another, our clients, donors, and partners. As a respectful workplace, our communications must reflect this at all times. Conflict should be resolved with a respectful conversation between the individuals involved. If conflict cannot be resolved this way, the CEO or Executive Committee member may be asked to participate in a conflict resolution process. Conflicts discussed with other employees who are uninvolved in the situation will be considered gossip. Gossip is information shared with individuals who do not have the authority to resolve the situation and is not permitted

Employees who violate these harassment policies will be subject to disciplinary action up to and including immediate discharge.

4. EMPLOYMENT CLASSIFICATIONS

- 4.1 **Exempt** employees are those who are classified as not subject to the hours of work and overtime provisions of the Fair Labor Standards Act. As the annual salary of exempt employees is payment for the total responsibilities of their jobs, they will not receive financial compensation for hours worked in excess of their scheduled 40-hour workweek. There is no legal requirement or obligation of FVUW to grant discretionary time off to exempt employees.
- 4.2 **Nonexempt** employees are those who are not exempt from the hours of work and overtime pay provisions of the Fair Labor Standards Act. All employees who do not meet the qualifications for white-collar exemption are included in this category. Nonexempt employees may be required to work beyond their normal workweek. For hours worked over 40 per week, overtime pay at the rate of one and one half (1 1/2) times the regular hourly rate will be paid. Hours worked over 40 per week by nonexempt

employees must be authorized by the CEO in advance. A workweek is defined as 12:01 a.m. Sunday - 11:59 p.m. Saturday.

4.3 **Full-time**, exempt employees are those who are not in temporary status and are paid a salary to work the organization's 40-hour workweek. These employees are eligible for the company-sponsored benefits package, including sick leave, personal leave, paid vacation, paid holidays, paid participation in group insurance, and other leaves of absence, subject to the terms, conditions, and limitations of each benefits program.

4.4 **Part-time**, non-exempt employees are those who are not in temporary status and are paid hourly to work less than the full-time schedule but at least 20 hours per week. These employees are not eligible for benefits of sick leave, personal leave, paid vacation, paid participation in group insurance, or other leaves of absence (unless provided for by law).

Part-time employees may be eligible for limited benefits offered by the organization, such as partially paid holidays, subject to the terms, conditions, and limitations of the benefits program.

4.5 **Temporary employees** are those that FVUW may employ for a limited period when a service area has an unusually heavy workload or an unfilled vacancy, or when a regular employee is on leave for an extended period. Help should be sought from in-house sources before considering additional assistance. Once a determination has been made that additional help is needed, The CEO will have the responsibility to secure temporary personnel with the ultimate responsibility for achieving the goals and staying within the administrative budget.

5. **OVERTIME**

5.1 As stated above, overtime applies only to non-exempt employees (hourly employees). Non-exempt employees who may be required to work beyond a 40-hour workweek may be entitled to overtime pay.

5.2 Exempt employees are not eligible for overtime premiums since it is expected that they are working to fulfill the objectives of their position, which may necessitate some evenings and weekends.

6. **HOLIDAYS**

6.1 Exempt employees will qualify for FVUW-recognized holiday benefits paid as a full day (8 hours). Non-exempt employees will qualify for FVUW-recognized holiday benefits based on their hourly wage.

6.2 FVUW recognizes the following paid holidays per year as follows: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, Day, and Christmas Day.

FVUW grants Exempt employees 2 floating holidays per year in addition to the FVUW-recognized holidays. This floating holiday may be used for religious, cultural, or other state or federal holidays during which FVUW typically remains open. The floating holiday must be scheduled and approved in advance by the CEO. The floating holiday will not accumulate and has no monetary value upon termination.

6.3 If a holiday falls on a Saturday, the Friday before will be observed as the holiday. Holidays falling on a Sunday, the Monday after will be observed as a holiday.

7. SICK LEAVE

- 7.1 Exempt employees will accumulate sick leave credits at the rate of one day for each month of employment for a total of twelve (12) per calendar year. These accrued days may be for personal illness or familial illness and may be taken in either quarter-day (2 hours), half-day (4 hours), or full-day (8 hours) increments. Unused sick days may be rolled over from year to year for a maximum of up to eighteen (18) sick days accumulated to be set aside into a Sick Bank. The Sick Bank is held for long-term illness only at the discretion of the CEO.

Notification of sick leave is to be reported to your supervisor. When possible, sick leave should be submitted and approved in ADP and recorded on the employee's Outlook calendar as soon as possible. Sick leave is not compensable upon separation. Sick leave is not payable in conjunction with any other FVUW statutory required disability plan.

8. LEAVES OF ABSENCE

- 8.1 Leave of Absence Without Pay – May be granted for a long-term illness (beyond sick leave benefits), educational leaves, military leaves, maternity leaves, and urgent personal reasons. All such leaves, except for military leave, will be handled on an individual basis by the CEO.
- 8.2 Compassionate Leave – Exempt Employees shall be granted up to three (3) working days with pay when a death occurs in the employee's immediate family. Immediate family includes spouses, children, stepchildren, parents, brothers, sisters, grandparents, and grandchildren. Employees will be granted one (1) workday with pay to attend another relative's funeral upon approval of the CEO.
- 8.3 Military Leave for Reserve Guard Duty - FVUW will pay the salary deficit, if any, for legally required annual reserve or guard duty, up to two (2) weeks per year. This policy is intended only for two weeks of active service and does not cover weekend or evening duty. This absence from work will not be charged against vacation credits.

9. PERSONAL LEAVES

- 9.1 Personal Day – Exempt employees will be eligible for one (1) personal day annually. The personal day with pay will be granted with the approval of the CEO. The personal day may be used in either half-day (4 hours), or full-day (8 hours) increments. The one personal day per year shall not accumulate and has no monetary value upon termination. The Personal day must be submitted and approved in ADP and recorded on the employee's Outlook Calendar.
- 9.2 Voting - Up to two hours may be taken by Exempt employees to vote in national, state, and local elections.
- 9.3 Jury Duty - FVUW will pay the salary deficit, if any, for legally required jury duty or witness service. This policy is intended for those days actually served on jury duty or witness service. This absence from work will not be charged against vacation credits. Appropriate documentation must be submitted to the CEO as soon as the employee has been notified of jury service. The employee may keep any jury pay. Written documentation must be provided of the amount received from the court. Employees will be expected to report to work during those normal working hours when their services are not required on the jury.

10. VACATION

10.1 Employees are eligible for provides annual vacation according to the following schedule:

Exempt CEO:

<u>Service</u>	<u>Vacation Days Earned for the following 12 months</u>
1 st year	15 vacation days, accrued at a rate of 1.25 days per month.
2 nd year through 4 th year	20 vacation days, accrued at a rate of 1.66 days per month.
5 years and thereafter	25 vacation days, accrued at a rate of 2.08 days per month.

10.2 Exempt employees:

<u>Service</u>	<u>Vacation Days Earned for the following 12 months</u>
1 st year	10 vacation days, accrued at a rate of 0.8 days per month.
2 nd year through 4 th year	15 vacation days, accrued at a rate of 1.25 days per month.
5 years and thereafter	20 vacation days, accrued at a rate of 1.66 days per month.

Vacations must be requested in advance and approved by your supervisor and, in the case of the CEO, the Chair of the Board. Vacations must be submitted, approved in ADP, and recorded on the employee's Outlook Calendar.

10.3 Exempt employees will earn vacation days. Holidays falling within a scheduled vacation period will not be charged as vacation days. Vacation time may be used in either half-day (4 hours) or full-day (8 hours) increments.

10.4 The employee's anniversary employment date will be used to calculate pro-rated vacation days earned for the first calendar year of employment. After the first year of employment, vacation time will be calculated on a calendar year. The vacation period will be from January 1st through December 31st.

10.5 The employee's prior service within the United Way system will be counted in calculating years of service.

10.6 All vacation days should be taken in the year earned. A maximum of five (5) earned vacation days may be carried over into the next vacation year upon approval of the CEO.

10.7 Based on the termination date, only accrued/earned and unused vacation will be paid out upon separation.

11. OTHER TIME OFF

11.1 Comp Time

FVUW may choose to grant discretionary time off to exempt employees who are required to work in excess of their 40-hour work week as requested by the CEO for special projects or during weekends, or

any normally scheduled time off. Comp time is subject to approval by the CEO. Comp time in lieu of overtime pay for Non-Exempt employees is not allowed. Upon CEO approval, comp time must be recorded on the employee's Outlook Calendar with the corresponding "for work day" noted on the record.

11.2 Summer Hours

FVUW supports Summer Hours for Exempt employees from **June 1 – August 28**. This program is designed to give staff more time for the people and activities they enjoy while the weather is warm in the Midwest. Summer Hours are defined as ½ day Friday off during the workweek.

To enjoy Summer Hours, Exempt employees must still work their 40 hours during the week.

- FVUW will remain open during identified business hours. All departments should proactively manage schedules and workloads within teams to ensure rotational coverage to service the office operations each business day.
- Summer Hours do not apply during weeks that include a holiday.

12. **PAY PERIODS**

- 12.1 Salaries shall be payable on a bi-weekly basis. To allow time to prepare payroll and accurately record time off, the scheduled pay date is seven days after the end of the pay period. Pay will be distributed via electronic funds transfer (EFT) into the employee's designated bank account.

13. **BENEFITS**

13.1 Insurance

In addition to vacation, personal, and sick leave provisions, the following fully paid benefits for exempt employees who work FVUW's 40-hour workweek are eligible for the insurance benefits package, subject to the terms, conditions, and limitations of each benefits program.

- Group Health Plan - 1st of the month after 90 day probation period
- Group Dental Plan - 1st of the month after 90 day probation period
- Group Vision Plan - 1st of the month after 90 day probation period
- Life Insurance - 1st of the month after 90 day probation period (Two times annual salary)
- Short-Term Disability – 1st of the month after 90 day probation period
- Long-Term Disability – 1st of the month after 90 day probation period

Group health, dental, and vision coverage are available for dependents of exempt employees. These benefit premiums are the financial responsibility of the employee. Any and all dependent insurance coverage costs will be deducted from the employee's bi-weekly payroll.

13.2 Retirement Plan

Employee Contribution

Employees who are 21 years of age and have completed three months of employment will be eligible to enroll in FVUW's 401K plan on the first day of the quarter following their hiring date. See Plan Documents for further information.

Employer Match Contribution

Employees who are 21 years of age, have completed one year of employment, and work a minimum of 1,000 hours per year will be eligible for employer match contributions.

FVUW will match up to 5% of your annual employee contribution. The Employer contribution percentage amount is evaluated at the beginning of each Fiscal Year and is subject to change based on the organization's financial position. See Plan Documents for further information.

14. Remote Work

14.1 FVUW may consider a Remote Work Agreement (RWA) based on the employee's position, responsibilities, and job performance.

14.2 To be considered for an RWA arrangement, the requirements are as follows:

Employee understands that FVUW's business model requires that our office be manned during identified business hours, and employee will be required to commit to and schedule a minimum of 3 days per week in the office for Exempt employees, one day per week for part-time employees

Employee may be required to work additional days in the office if requested by leadership based on their job duties, responsibilities, and business needs

Employees and leadership will determine "remote-preferred" activities versus "office-preferred" activities based on the employee's current position

A RWA employee will have the same rights and obligations as an office schedule, and employees must follow the requirements of their job description in terms of work execution, availability, and performance

A RWA employee will be required to work their regular work schedule. The employee is expected to be available during core business hours unless noted otherwise on the employee's Outlook Calendar

RWA employees are voluntarily choosing to engage in this option and must provide their own business equipment, IT, communication services, and acceptable internet connection/bandwidth, etc. (aside from utilization of their company-issued equipment).

14.3 A RWA is ever-changing and is not a permanent schedule. The employee understands that the schedule is subject to change based on organizational needs and employee work performance. Any changes to the RWA will be discussed and agreed upon between the CEO and Employee before changes are made.

The time periods during which the employee is working remotely will be communicated in advance to leadership and team members and documented on the employee's Outlook Calendar.

15. SALARY DEDUCTIONS

15.1 FVUW is required to deduct state and federal income taxes and social security contributions from the regular paychecks.

15.2 FVUW may also deduct, at the employee's written authorization, payment for dependent coverage for health, dental, and vision insurance, pension contributions, United Way contributions, and other deductions authorized by the CEO.

16. PERFORMANCE EVALUATIONS

- 16.1 Each individual's performance will be evaluated annually. This performance evaluation and the organization's financial ability will be used to determine possible salary increases. Increase decisions for all employees will be evaluated at the beginning of the fiscal year.
- 16.2 Basis for Evaluation:
1. Achievement of job responsibilities as described in the job description.
 2. Accomplishments of annual objectives
 3. Ratings on job-related characteristics
 4. Alignment with the FVUW core values
- 16.3 Employees are encouraged to participate in establishing and updating a clear job description, including agreed-upon performance standards and objectives. Employees are also encouraged to work with their supervisor in developing yearly goals and timeframes.
- 16.4 The Executive Committee will complete the performance evaluation of the CEO. The employee's direct supervisor and the CEO will complete the annual performance evaluations of all other employees.

17. SALARY ADMINISTRATION PLAN

- 17.1 Based on the annual performance evaluation and on appropriate salary surveys, the Executive Committee will determine the annual salary of the CEO.
- 17.2 The CEO will develop specific job descriptions for all other employees and, based on the annual performance evaluation and on appropriate salary surveys, recommend salary levels to the Executive Committee.

18. OUT-OF-TOWN TRAINING, SEMINARS, AND CONFERENCES

- 18.1 FVUW recognizes the importance of professional development and conference opportunities for the staff. Expenditures for such events will be within the annual operating budget, which is approved by the Board of Directors. The CEO is responsible for the development and administration of the yearly training and conference program for the staff.

19. EDUCATIONAL ASSISTANCE REIMBURSEMENT

- 19.1 FVUW may consider tuition reimbursement for exempt salaried employees who wish to further their education, and/or technical skills by participating in continuing education programs and courses that directly relate to their job responsibilities. Prior approval of courses and expenses must be obtained by the CEO and, in the case of the CEO by the Executive Committee.
- 19.2 Employees attending job-related seminars or courses must have the prior approval of the CEO.

20. TENURE

- 20.1 Unless otherwise stipulated, job tenure will depend upon continued satisfactory performance and sufficiency of funds. Employment at FVUW is employment at will.

21. DISCIPLINARY ACTION, WARNINGS, AND EMPLOYEE SEPARATION

- 21.1 Disciplinary Action – There may be a situation in which disciplinary action is appropriate to maintain certain standards of conduct and performance. Such disciplinary action may range from a verbal warning to suspension without pay to dismissal. All actions will be recorded in writing and placed in the employee's personnel file.
- 21.2 Probationary Period – Should the employee not improve to a satisfactory degree following a verbal and written warning, the employee may be placed on a probationary period. Conditions and terms of continued employment are stated in writing, discussed with the employee, and signed by the CEO and the employee. A copy is provided to the employee, and the original must be included in his / her personnel file
- 21.3 A verbal warning: The CEO verbally notifies the employee of inadequate work performance and/or any behavioral issues and offers suggestions, goals, and time frames for improvement.
- 21.4 First written warning: If, following the verbal warning, the employee has not shown improvement, the employee may receive a written warning from the CEO outlining the concerns and expectations to be achieved.

The employee receiving the written warning will have 30 days in which to correct the issue and or behavior identified in the written warning. A copy of this warning will be included in the employee's personnel file. This will remain in effect for a period of one year from the date of the written notice.

- 21.5 Second and final written warning: If at the end of a 30-day period, should the employee not improve to a satisfactory degree following the verbal warning, first written warning, and after appropriate counseling and effort, the employee may be given a second and final written warning. Conditions and terms of continued employment are stated in writing, discussed with the employee, and signed by the CEO and the employee. A copy is provided to the employee, and an original is placed in the employee's personnel file.

If, at the end of a 30-day period, the employee has failed to correct the issue and/or behavior identified in the written warning, the CEO will meet with the said employee, and if conditions have not been met, the CEO may choose to terminate the employee.

Following the above steps, should significant, consistent improvement by the employee not be evident, the employee will be dismissed.

FVUW reserves the right to skip steps in the above process based on the type and severity of the disciplinary infraction.

- 21.6 Serious Misconduct – In the event of any serious misconduct as determined by the FVUW, an employee may be terminated immediately. Some examples of serious misconduct are:

- Violation of harassment policy
- Violation of the Confidentiality and Code of Ethics Agreements
- Substance abuse
- Falsification of records
- Fraud

- Theft
- Attempted or actual physical harm to any individual associated with FVUW.
- Conviction of a felony offense

This listing, as provided, is not all-inclusive and is for illustrative purposes only.

FVUW reserves the right to terminate employment at any time for violation of policies, failure to meet job competence, or conduct inconsistent with FVUW's mission and goals.

- 21.7 Retirement - Retirement shall occur at the discretion of the employee within the notice provisions of this section.
- 21.8 Resignation - An employee is free to resign at any time for any reason.
- 21.9 Staff Reduction – In the event it becomes necessary to reduce the number of employees, such reduction shall be determined by the CEO in consultation and approval of the Executive Committee.
- 21.10 Exit Interviews – The CEO may choose to conduct an exit interview if necessary. The information will be passed along to the Executive Committee for reference.
- 21.11 Notice – Notice of employment separation (except discharge), by the employee (resignation), shall be at least two weeks for employees and at least sixty days for the CEO. Employees will be paid in full to the date of their separation.

22. Workplace Violence

- 22.1 In response to the increased violence in society, which has also filtered into many workplaces throughout the United States, FVUW has taken steps to help prevent incidents of violence or intimidation from occurring at FVUW. For this reason, it is the policy of FVUW to expressly prohibit any acts or threats of violence or intimidation by an employee or former employee, or a client or supplier agent, against any employee in or about FVUW's facilities or elsewhere at any time.

FVUW also will not condone any acts or threats of violence or intimidation against FVUW's employees, customers, or visitors on FVUW's premises at any time or while they are engaged in business with or on behalf of FVUW, on or off FVUW's premises.

In keeping with the spirit and intent of this policy, and to ensure that FVUW's objectives in this regard are attained, it is the commitment of FVUW:

1. To provide a safe and healthful work environment.
2. To take prompt remedial action, up to and including immediate termination, against any employee who engages in any threatening or intimidating behavior or acts of violence or who uses any obscene, abusive, or threatening gestures or language, including e-mail, graffiti, etc.
3. To take appropriate action when dealing with customers, former employees, or visitors to FVUW's facilities who engage in such behavior. Such action may include notifying the police or other law enforcement personnel and prosecuting violators of this policy to the maximum extent of the law.
4. To prohibit employees, former employees, customers, and visitors from bringing unauthorized or unlawful firearms or other weapons onto FVUW's premises.

5. To establish viable security measures to ensure that FVUW's facilities are safe and secure to the maximum extent possible and to properly handle access to FVUW's facilities by the public, off-duty employees, and former employees.

Any employee who displays a tendency to engage in violent, abusive, intimidating, or threatening behavior, or who otherwise engages in behavior that FVUW, in its sole discretion, deems offensive, threatening, dangerous, or inappropriate will be subject to disciplinary action, up to and including discharge.

- 22.2 Duty to Warn: In furtherance of this policy, employees have a "duty to warn" their supervisors, security personnel, or human resources representatives of any suspicious workplace activity or situations or incidents that they observe or that they are aware of that involve other employees, former employees, customers, or visitors and that appear problematic. This includes, for example, threats or acts of violence, aggressive behavior, offensive acts, threatening or offensive comments or remarks, and the like. Employee reports made pursuant to this policy will be held in confidence to the extent possible. FVUW will not condone or tolerate any form of retaliation against any employee for making a report under this policy.

Nothing stated in this policy is intended to preclude or dissuade employees from engaging in otherwise legally protected activities protected by state or federal law, including the National Labor Relations Act.

23. Smoke-Free Workplace

- 23.1 It is the policy of FVUW to prohibit smoking on all organization premises in order to provide and maintain a safe and healthy work environment for all employees. The law defines smoking as the "act of lighting, smoking or carrying a lighted or smoldering cigar, cigarette or pipe of any kind." This policy also applies to vapor and/or computerized smoking utensils.
The smoke-free workplace policy applies to:

- All areas of organization buildings
- All organization-sponsored events
- All vehicles owned or leased by the organization
- All visitors (customers, vendors, and volunteers) on FVUW premises (leased, owned, or rented)
- All contractors and consultants and/or their employees working on the organization's premises
- All employees, temporary employees, and student interns

Employees who violate the smoking policy will be subject to disciplinary action up to and including immediate discharge.

24. Drug and Alcohol-Free Workplace

- 24.1 FVUW is committed to providing a safe and productive work environment. Alcohol and drug abuse pose a threat to the health and safety of employees and to the security of our equipment and facilities. FVUW is committed to the elimination of drug and/or alcohol use and abuse in the workplace.

This policy outlines the practice and procedure designed to correct instances of identified alcohol and/or drug use in the workplace. This policy applies to all employees and all applicants for employment at FVUW. The CEO is responsible for policy administration.

- 24.2 Employee Support and Drug-Free Awareness

FVUW will assist and support employees who voluntarily seek help for such problems before becoming subject to discipline and/or termination under this or other policies. Such employees may be allowed to use accrued paid time off, placed on leaves of absence, referred to treatment providers, and otherwise accommodated as required by law. Such employees may be required to document that they are successfully following prescribed treatment and to take and pass follow-up tests if they hold jobs that are safety-sensitive or that require driving or if they have violated this policy previously.

Employees should report to work fit for duty and free of any adverse effects of illegal drugs or alcohol. This policy does not prohibit employees from the lawful use and possession of prescribed medications. Employees must, however, consult with their doctors about the medications' effect on their fitness for duty and ability to work safely and promptly disclose any work restrictions to their supervisor. Employees should not, however, disclose underlying medical conditions unless directed to do so.

24.3 Drug and Alcohol Work Rules

The following work rules apply to all employees:

Whenever employees are working, are operating any organization vehicle, driving for work, are present on organization premises, or are conducting related work off-site, they are prohibited from:

- Using, possessing, buying, selling, manufacturing or dispensing an illegal drug (including possession of drug paraphernalia).
- Being under the influence of alcohol, marijuana, or an illegal drug as defined in this policy.

Employees who violate the drug and alcohol policy will be subject to disciplinary action up to and including immediate discharge.

25. **COMPLAINT PROCEDURE**

25.1 All complaints, whether verbal or written and with the exception of employee complaints and Agency Allocations complaints, shall be addressed in the *Fox Valley United Way Complaint Procedure* as outlined in **Addendum A** of this manual.

25.2 Employees with concerns, questions, complaints, or disagreements with personnel matters are to discuss them with their immediate supervisor. If the issue cannot be resolved or needs escalation, the employee should discuss the concern with the CEO, who shall respond to resolve the issue.

If the employee is not satisfied with the decision or resolution, the employee shall present to the CEO a written account of the specific concern or disagreement as well as written notice of the desire to appeal to the Executive Committee.

25.3 Within seven (7) working days thereafter, the CEO shall prepare a written response to the employee's complaint, summarizing the results of the conference with the employee and the basis for the decision made on the matter, and shall advise the Executive Committee of the appeal.

25.4 The Executive Committee shall notify the employee within fourteen (14) working days of a date for a meeting between the employee and the Executive Committee to discuss the complaint. A final decision must be made, and the employee notified within seven (7) working days of that meeting.

25.5 An employee may file a complaint directly and in writing to the Executive Committee if the complaint is directed against the CEO. It is recommended, however, that the employee give the CEO the opportunity to address the complaint if possible.

- 25.6 Any complaints regarding reports of inappropriate financial actions at the organization should refer to the *Fox Valley United Way Whistleblower Policy* as outlined in **Addendum B** of this manual.

26. STAFF MEMBERSHIP IN UNITED WAY PARTNER AGENCY BOARDS

- 26.1 No member of United Way staff may be a member of the Board of Directors of any agency receiving financial support from the FVUW. If a new employee is on an agency board when hired by the FVUW, the employee will be required to resign from the agency board position.

27. EXPENSE REIMBURSEMENT GUIDELINES

- 27.1 In as much as all expenses must be paid out of the contributed fund, careful stewardship of all expenses is required by all staff. Any deviation from the following policies will require the approval of the Board of Directors of FVUW.
- 27.2 Documentation - Receipts must be submitted for all expenses. All expenses must be itemized and documented. For Internal Revenue Service purposes, records should be retained for a minimum of three (3) years from the due date of the organization's tax return (Form 990).
- 27.3 Authorization – Expense reports are to be submitted on a monthly basis and given to the direct supervisor for review and the CEO for approval by the 10th of the following month.
- 27.4 Out-of-Town Travel and Accommodations Guidelines
1. Air Travel - requires prior approval of the CEO. Coach Class accommodations are required for all air travel.
 2. Car Rental - requires prior approval of the CEO. This should only be used in limited circumstances when other less expensive means of transportation are not available.
 3. Personal Auto - the business use of personal auto will be reimbursed at the authorized IRS mileage rate plus other expenses such as tolls, parking, etc., with total cost not to exceed coach airfare for the same trip. The use of commercial carriers is the norm for out-of-state trips. The employee is responsible for automobile insurance coverage and any damages or repairs. Employee insurance coverage continues as usual. Information relative to the destination and purpose of the trip is required.
 4. Hotel / Motel Accommodations – A reasonably priced room is expected.
 5. Meals – employee meals and gratuities are reimbursed. Reimbursement does not include alcohol. The CEO must approve all client meal expenses.
 6. Business Meeting Expenses – the reasonable cost of incurred meeting will be reimbursed. Information as to who attended and the purpose of the meeting is required.
 7. Telephone – Business-related calls will be reimbursed.
 8. Parking and Tolls – Allowable expenses.

27.5 Local Business Expenses

1. Auto Transportation – The business use of a personal auto will be reimbursed at the authorized IRS mileage rate plus other expenses such as tolls, parking, etc. Mileage will be calculated from home or business office, whichever is closest to the destination. The employee is responsible for automobile insurance coverage and any damages or repairs. Employee insurance coverage continues as usual. Information relative to the destination and purpose of the trip is required.
2. Meals – Meals and gratuities are reimbursed.
3. Business Meeting Expenses – Reasonable costs for incurred meetings will be reimbursed. Information as to who attended and the purpose of the meeting is required.
4. Parking and Tolls – Allowable expenses.
5. Membership – Memberships in organizations that might enhance community relations must be planned, budgeted and pre-authorized by the CEO.

28. **UNEMPLOYMENT INSURANCE**

- 28.1 All Exempt employees are covered by unemployment insurance. Coverage is provided under Illinois State law. Individuals should contact the nearest state unemployment office immediately upon leaving employment for assistance in determining their eligibility for unemployment compensation.

29. **EMPLOYMENT REFERENCES**

- 29.1 All inquiries regarding current or former employee's employment must be referred to the CEO. No one else is authorized to release any information about current or former employees. Except if specially requested in writing by an employee or former employee, the CEO will release only information pertaining to dates of employment. The Board Chair or designee will handle any inquiries as to the departure of the CEO.

30. **PERSONNEL RECORDS**

- 30.1 Personnel File – confidential personnel files are maintained for employees by the CEO. Employees are welcome to review their files in the presence of the CEO, up to two times per calendar year. A file includes such materials as the employment application, resume, letter of employment, performance appraisals, and other documents relating to employment.
- 30.2 Personnel Information – The CEO maintains confidential personal information, including the employee's home address, phone number, spouse's name (or next of kin), emergency contact information, as well as time off calculations. The CEO should be notified in writing when changes occur.

31. **OUTSIDE EMPLOYMENT**

- 31.1 FVUW is a well-known organization whose success depends upon the energy, knowledge, and attitude of our employees. These employee qualities are partly reflected in how we present ourselves to our

stakeholders and the public at large. This policy statement addresses one key aspect of this presentation – outside employment.

Any outside employment cannot compete with, conflict with, or compromise FVUW interests or adversely affect job performance, the ability to fulfill all job responsibilities, or their ability to work their required scheduled hours at FVUW. Any work other than the work for which an individual is employed by FVUW is considered to be outside employment. An employee engaged in outside employment may not engage in that work during scheduled work hours with FVUW.

The CEO should be informed of other employment to determine if it will infringe on the employee's ability to carry out his / her United Way job responsibilities.

32. CONFIDENTIALITY OF FVUW INFORMATION

- 32.1 Employees may have access to the confidential and private information on volunteers, donors and business contributors. This privileged business information may also include business plans, records, operational methods and information, policies and procedures, financial structure, strategies and plans.

This information is confidential and should only be shared in-house as appropriate on a need-to-know basis. Sharing this information outside FVUW may result in disciplinary action, including termination. On the date of hire, employees are required to sign a *Conflict of Interest / Confidentiality Agreement* as outlined in **Addendum C** of this manual. This document should be resigned annually and maintained in the employee's personnel file.

33. PERSONAL APPEARANCE

- 33.1 It is the policy of FVUW that each employee's dress, grooming and personal hygiene should be business appropriate to the work situation. At the CEO's discretion, employees may occasionally be allowed to dress in a more casual fashion than is normally required. On these occasions, employees are expected to present a neat appearance and are not permitted to wear ripped or disheveled clothing, suggestive attire, or similarly inappropriate clothing.

Inappropriate attire includes but is not limited to; T-shirts (except FVUW branded), sweatshirts, sweatpants, shorts, halter or tank tops, shirts exposing the midriff, ultra-casual shoes, and flip-flops.

34. ELECTRONIC COMMUNICATIONS POLICY – INFORMATION TECHNOLOGY POLICY

- 34.1 Purpose and General Use of Electronic Communication Systems - FVUW e-mail and its provision of Internet access are intended to serve the interest of the organization and its clients. They are to be used primarily for FVUW business. The use of these systems and the Internet must be consistent with all policies of the organization. Violating such policies by employees may result in the loss of Internet access or in other forms of disciplinary action up to and including discharge. While FVUW recognizes that these systems are occasionally used for personal purposes, personal use of the e-mail systems or the Internet remains subject to this policy.
- 34.2 Company Monitoring, Improper Uses, and Discipline - The electronic communications systems, including all computer hardware, software, the network, and all stored data, are the property of the FVUW. The organization routinely monitors the usage of electronic systems by its employees and retains the right to review any message on the system for any legitimate business purpose. This review may include deleted files still in the system.

System users do not have a privacy right in messages sent or received on the e-mail system or in their Internet use.

Violations of United Way's electronic communications policy, including Abuse of Internet access, will result in disciplinary action up to and including discharge.

- 34.3 To protect company security, no personal computers, laptops, cell phones, or other electronic devices are allowed to connect to company equipment or the company network.

35. TELEPHONE POLICY

- 35.1 FVUW telephones are to be used for FVUW business purposes in serving the interest of our partner agencies and for normal FVUW operations. On occasion, personal calls may be necessary but should be limited to emergencies or minimal essential personal business. Long-distance calls should be made for business purposes only.
- 35.2 Employees should be aware that FVUW does not promote the use of mobile phones while operating a vehicle. Mobile use includes but is not limited to, texting, instant messaging, using the Internet, emailing, etc. Safety must come before all concerns; under no circumstances should employees place themselves or others at risk to fulfill business needs.

36. COMPLIANCE

- 36.1 FVUW employees are responsible for familiarizing themselves with the content of this Personnel Policies Manual and for complying with the core values, code of ethics, operating procedures and standards, and principles set forth in this manual. Upon completion of orientation, each employee will sign an acknowledgment which will be placed in the employee's personnel file.



Fox Valley United Way

Addendum A

FOX VALLEY UNITED WAY - COMPLAINT PROCEDURE

All complaints, whether verbal or written, and with the exception of employee complaints (addressed under Sec. 19 of the Employee Handbook), and Agency Allocations complaints (addressed in the Agency Partnership Agreement) shall be handled in the following manner:

For the purpose of this procedure, a complaint is defined as any allegation of wrongdoing by the Fox Valley United Way staff, directors, volunteers, or activities sponsored in whole, or in part, by Fox Valley United Way.

Complaints should be immediately referred to the Chief Executive Officer. The Chief Executive Officer should determine the nature of the complaint and request that the complaint be submitted in writing to Fox Valley United Way. The Chief Executive Officer will, in a timely manner (generally 1 business day after receipt of the complaint), advise the Chairman of the Board and the Chair-Elect of such complaint. Upon receipt of a written complaint, the Chief Executive Officer will forward a copy of the complaint to both the Chairman of the Board and the Chair-Elect, generally within 1 business day. The Chairman of the Board and the Chair-Elect, or his/her designee and the Chief Executive Officer, will determine the appropriate course of action after reviewing the facts and circumstances surrounding the complaint and will respond in writing to the complainant. This process should be completed no later than 10 business days after receipt of the complaint. If additional time is required, the Complainant shall be notified.

The Executive Committee and the full Board of Directors will be advised of the complaint, the action taken, and the response at the next scheduled Board Meetings following the resolution of the complaint.

In the event the Complainant is not satisfied with the response by the Chairman of the Board, the Chair-Elect, and the Chief Executive Officer, a request for an appeal may be made directly to the Fox Valley United Way Executive Committee, through the Chairman of the Board, within 14 business days of receipt of such response. The Executive Committee shall set a hearing date of no later than 10 business days after receipt of the request for appeal. The Executive Committee shall render its complaint resolution within 10 business days of the hearing date.

If any complaint covered under this policy and procedure suggests violations of law, misappropriation of funds, ethical concerns, or contains issues regarding the performance of the Chief Executive Officer, the Executive Committee shall be notified by the Chairman of the Board immediately. The Executive Committee will hold an emergency meeting to review the facts and circumstances surrounding the allegations, determine the appropriate course of action and respond in writing to the complainant. This process should be completed within 10 business days of receipt of the complaint, or as soon as a meeting can be scheduled with a quorum vote.

All written complaints, with appropriate documentation, will be retained in a Complaint File at the business office of Fox Valley United Way.

This Complaint Policy and Procedure is in keeping with the Fox Valley United Way's commitment to foster strong communication and collaboration in the community, and with Agency partners.

Adopted – January 25, 2007



Fox Valley United Way

Addendum B

FOX VALLEY UNITED WAY - WHISTLEBLOWER POLICY

The Sarbanes-Oxley Act of 2002 encourages all employers to establish a policy that provides a confidential, anonymous mechanism for employees to report inappropriate financial actions taken by management without fear of retaliation.

Policy

Any Fox Valley United Way ("FVUW") employee must be able to submit a good faith complaint regarding accounting, internal auditing controls, or auditing matters ("Accounting Complaints") to the appropriate senior staff or volunteer Chairs, without fear of dismissal or other retaliation of any kind. An Accounting Complaint may be submitted, in writing, to any of the following individuals:

- Finance Chair
- Chairman of the Board
- Vice Chairman

Confidential, anonymous Accounting Complaints submitted to one of the above should describe the matter at issue in as much detail as possible.

Procedure Overview

- Accounting complaints received by the Vice Chairman or Chairman of the Board will promptly be forwarded to the Finance Chair, who will record the receipt of all Accounting Complaints.
- If the Finance Chair is the subject of the Accounting Complaint, then the Vice Chairman or Chairman of the Board may be substituted for the Finance Chair in the stated procedures of this policy.
- The Finance Chair will review and evaluate each Accounting Complaint and make an initial determination as to whether it should be investigated, and if so, may designate an appropriate FVUW employee(s) and/or FVUW volunteer(s) to conduct such investigation. In addition, the Finance Chair has discretion to request, and the Board Chair has the authority to direct, special handling or investigation of any Accounting Complaint, including the retention of outside counsel or advisors.
- The Finance Chair shall also report on Accounting Complaints to the Executive Committee.
- The Finance Chair, or designee, may contact persons submitting Accounting complaints, if known and to the extent appropriate, to inform such persons of the results of any investigation and what, if any, corrective actions has been recommended or taken.
- Records concerning Accounting Complaints will be retained by FVUW for not less than three (3) years after the Accounting Complaint has been received.
- When asked, employees shall fully and completely cooperate with such investigations. Failure to cooperate, or interfering with an investigation, shall subject employee(s) to immediate disciplinary action, up to and including termination.
- It shall be a violation of this Policy, and grounds for disciplinary action up to and including termination of employment for any FVUW employee to discharge, demote, suspend, threaten, harass, or in any other matter, retaliate against a FVUW employee by reasons of his or her submission in good faith of an Accounting Complaint. However, if FVUW determines that the complaint was not made in good faith or that an employee provided false information to the investigator, said employee(s) may be

subject to discipline, up to and including termination. This policy is not intended to, and does not create any rights or any private right of action, in any person.

This Policy was approved by the Fox Valley United Way Board of Directors on Thursday, March 22, 2007 and applies to Accounting Complaints submitted under this Policy after its Effective Date.

Adopted – March 22, 2007



Fox Valley United Way

Addendum C

Conflict of Interest / Confidentiality Agreement

As an employee, volunteer or representative of Fox Valley United Way (FVUW) I understand that I am expected to adhere to the highest standards of personal and professional integrity and shall protect the interests of FVUW.

In that spirit, all employees, volunteers or representatives are asked annually to complete this form requesting any agency affiliations or other real or potential conflicts of interest. Please sign this form and return it to FVUW's Chief Executive Officer, who will keep it on file.

The following includes, but is not a complete list of, circumstances which may give rise to a conflict of interest: if they are a party to a contract with an agency that receives funds from FVUW, is a director, officer, staff member or has a significant financial interest in a company dealing with a funded agency, where they are reasonably likely to gain a significant financial or personal benefit if that agency received funds from FVUW.

An employee, volunteer or representative having an real or potential conflict of, or any person who reasonably believes such an interest exists in another member, shall make a prompt and full disclosure of the conflict of interest to FVUW's Chief Executive Officer and/or their committee chairperson.

FVUW's Executive Committee of the Board of Directors shall determine whether a conflict exists after a review of the information received and an investigation. If a conflict is determined to exist, said person shall neither vote nor use his or her personal influence on any deliberation with respect to said agency. The committee may consider such action as it deems appropriate - including transferring the individual to other committees.

If, in the course of a committee meeting where I encounter a potential or real conflict of interest, I understand that I must recuse myself from participating in any voting or decision making regarding the topic that gives rise to the conflict.

In addition, as an employee, volunteer or representative, I acknowledge that, as a result of my work with FVUW I may receive confidential and privileged information including business plans, records; operational methods and information; accounting information; internal publications and memoranda; computer software; information regarding internal departmental operations, policies and procedures; business practices, methods and techniques; financial structure, data and statements; marketing concepts, strategies and plans; donor records or information; sources of supply and vendors; special business relationships with vendors; promotional materials and information; technical data; operational costs and other similar confidential matters.

I acknowledge that such confidential information is a valuable and unique asset to FVUW, its partner agencies and other agencies applying for funding, and I promise that I will not, either during or after my employment, volunteer or representative work with FVUW, use or disclose any such Confidential Information to any unauthorized person or entity for any reason whatsoever without the prior written authorization of both the FVUW's Chief Executive Officer and the Chief Executive Officer (or equivalent position) of any agency potentially affected by such disclosure. I further acknowledge that I will immediately report to the FVUW's Chief Executive Officer any misuse of such Confidential Information that I may encounter by another person or employee, volunteer or representative.

If during the course of the fiscal year covered by this document, I initiate a relationship that may create a real or potential conflict of interest, I will disclose said relationship to FVUW's Chief Executive Officer and/or the

chairperson for the committee on which I serve, and I will file a new conflict of interest/confidentiality agreement form.

The following is a list of my agency affiliations, my role (if applicable) and/or other potential conflicts of interest:

_____ None

Any additional information that you feel is pertinent in your decisions:

Signature

Date

Printed Name



Fox Valley United Way

Addendum D

Code of Ethics

As an employee, volunteer or representative of Fox Valley United Way (FVUW), I am committed to the highest ethical standards. I have a special obligation to act ethically based on the unique trust placed in FVUW to serve the public good.

This Code of Ethics is a reaffirmation of my commitment to our mission while connecting our values, responsibilities, and ideals with the work we do every day.

Our Core Values

We value the experiences, cultures, voices, and intellect of our diverse stakeholders. We bring equity to the forefront of our work. We hold forth the core values of Collaboration, Integrity, Accountability, Compassion, and Innovation. We expect all employees, volunteers or representatives of FVUW to adhere to our core values in the way in which they conduct themselves in all interactions.

Personal and Professional Integrity

A personal commitment to integrity in all circumstances benefits each individual as the organization. I, therefore:

- Strive to meet the highest standards of performance, quality, service, and achievement in working towards the FVUW mission.
- Communicate honestly and openly and avoid misrepresentation.
- Promote a working environment where honesty, open communication, and minority opinions are valued.
- Exhibit respect and fairness toward all those with whom I come into contact.
- Do not engage in activities that harm FVUW, our partner agencies, clients, or profession.
- Do not engage in activities that conflict with my fiduciary, ethical, and legal obligations to FVUW.
- Effectively disclose all potential and actual conflicts of interest, which does not preclude or imply ethical impropriety.

Accountability

FVUW is responsible to its stakeholders, which include partner agencies, donors, and others who have placed faith in FVUW. To uphold this trust I:

- Promote stewardship of FVUW resources, including donor contributions, grants, and other financial gifts that are used to pay administrative costs and program allocations to partner agencies.
- Refrain from using organization resources for non-FVUW purposes.

Solicitations and Voluntary Giving

The most responsive contributors are those who have the opportunity to become informed and involved. I therefore:

- Promote voluntary giving in dealing with donors and vendors.
- Refrain from any use of coercion in fundraising activities.
- Ensure that donors' contributions are used in accordance with donors' intentions.
- Ensure that all solicitation materials are accurate and correctly reflect the FVUW mission and use of solicited funds.

- Ensure that donors receive informed, accurate advice regarding value and tax implication of potential gifts.

Diversity and Equal Opportunity

FVUW is an equal-opportunity employer and is committed to the principle of diversity. I, therefore:

- Value, champion, and embrace diversity in all aspects of FVUW activities and respect others without regard to race, color, religion, creed, age, sex, gender identity, national origin or ancestry, marital status, veteran status, sexual orientation, or status as a qualified disabled or handicapped individual.
- Refuse to engage in or tolerate any form of discrimination or harassment.

Conflicts of Interest

To avoid any conflict of interest or the appearance of a conflict of interest that could damage the reputation of FVUW, I:

- Will not knowingly take any action, or make any statement, intended to influence the conduct of FVUW in such a way to confer any benefit on myself, my immediate family members or any organization.
- Have disclosed all known conflicts or potential conflicts of interest in any matter before the Board, or any committee upon which I serve and withdraw from the meeting room during any discussion, review and voting in connection with such matter.
- I have annually filed a disclosure of all known potential conflicts of interest.

Confidentiality and Privacy

Confidentiality is a hallmark of professionalism. I therefore:

- Ensure that all information, which is confidential, privileged or nonpublic, is not disclosed inappropriately.
- Respect the privacy rights of all individuals in the performance of their FVUW duties.

Workplace Violence

It is the policy of FVUW to expressly prohibit any acts or threats of violence or intimidation by an employee, volunteer or representative, against any employee in or about FVUW's facilities or elsewhere at any time.

FVUW also will not condone any acts or threats of violence or intimidation against FVUW's employees volunteer or representative on FVUW's premises at any time or while they are engaged in business with or on behalf of FVUW, on or off FVUW's premises.

Sexual Harassment

It is the responsibility of each individual employee, volunteer or representative to refrain from sexual harassment, and it is the right of each individual employee, volunteer or representative to participate and work in an environment free from sexual harassment.

An individual volunteer or representative who sexually harasses an employee, volunteer or representative will be liable for his or her individual conduct.

The harassing employee, volunteer or representative will be subject to disciplinary action up to and including discharge or dismissal from FVUW in accordance with program policy.

Signature

Date

Printed Name

Code of Ethics Board Approved – 9/22



Fox Valley United Way

Addendum E

EQUAL OPPORTUNITY ASSURANCE STATEMENT

It is the policy of Fox Valley United Way (FVUW) to comply with Section 188 of the Workforce Investment Act of 1998 (WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, sexual orientation, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States.

FVUW complies with Title VI of the Civil Rights Act of 1964, as amended which prohibits discrimination on the bases of race, color and national origin;

FVUW complies with The American with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

FVUW complies with The Age Discrimination in Employment Act of 1975, as amended, which prohibits discrimination on the basis of age; and

FVUW is an "equal opportunity employer/program" and "auxiliary aids and services are available upon request to individuals with disabilities".



SEXUAL HARASSMENT

Definition and Descriptions

It is the responsibility of each individual employee and Fox Valley United Way (FVUW) participant to refrain from sexual harassment, and it is the right of each individual employee and FVUW participant to work in an environment free from sexual harassment.

According to the Illinois Human Rights Act, sexual harassment is defined as:

Any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature when:

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

Other conduct commonly considered to be sexual harassment includes:

- Verbal: Sexual innuendos, suggestive comments, insults, humor or jokes about sex, anatomy – or gender – specific traits, sexual propositions, threats, repeated requests for dates, or statements about other employees, even outside of their presence, of a sexual nature.
- Non-verbal: Suggestive or insulting sounds (whistling), leering, obscene gestures, sexually suggestive bodily gestures.
- Visual: Posters, signs, pin-ups or slogans of sexual nature.
- Physical: Touching, unwelcome hugging or kissing, pinching, brushing the body, or actual assault.

Sexual harassment most frequently involves a man harassing a woman. However, it can also involve a woman harassing a man or harassment between members of the same gender.

Each individual employee or FVUW participant has the responsibility to refrain from sexual harassment in the workplace.

An individual or FVUW participant who sexually harasses an employee or FVUW participant will be liable for his or her individual conduct.

The harassing employee or FVUW participant will be subject to disciplinary action up to and including discharge or dismissal from FVUW in accordance with program policy.

Each supervisor is responsible for maintaining the workplace and FVUW environment free of sexual harassment.

In addition, FVUW must ensure that no retaliation will result against an employee or FVUW participant making a sexual harassment complaint.

Page 2

Procedures for Filing a Complaint

An employee or FVUW participant who either observes or believes she/he to be the object of sexual harassment should deal with the incident(s) as directly as possible by clearly communicating her/his position to the supervisor or program coordinator and/or offending employee. It is not necessary for sexual harassment to be directed at the person making the complaint.

An employee or FVUW participant may also report incidents of sexual harassment directly to FVUW CEO.

Every effort will be made to resolve sexual harassment complaints and incidents within the agency.

Employees of FVUW have the right to contact the Illinois Department of Human Rights (IDHR) or the Equal Employment Opportunity Commission (EEOC) about filing a formal complaint. An IDHR complaint must be filed within 180 days, complaints with the EEOC must be filed within 300 days.

Sexual Harassment Board Approved – 9/22