EMPLOYEE HANDBOOK

Revised January 1, 2017
# Table of Contents

Welcome .................................................................................................................. 4  
Who We Are and What We Do................................................................................ 5  
CRJ Historical Chart .................................................................................................. 6  
Expectations ................................................................................................................ 7  
Statement of Employment............................................................................................. 7  
Initial Employment Period.......................................................................................... 8  
SECTION I. EMPLOYMENT RELATIONSHIP ................................................................ 9
   Equal Opportunity Statement...................................................................................... 9  
   Americans with Disabilities Act – Title I Policy Statement ....................................... 9  
   Open Door and Whistleblower Policies - Introduction ............................................ 10  
   Employment-at-Will................................................................................................... 10  
   Employment Verification............................................................................................ 10  
   Criminal and Driving Background Checks................................................................ 11  
   Physical Examination............................................................................................... 11  
   Disabled Persons Protection Commission Checks (DPPC) ...................................... 11  
   Educational and Reference Background Checks..................................................... 11  
   Genetic Information Nondiscrimination Act .......................................................... 11  
   Nursing Mother Policy............................................................................................. 12  
SECTION II. CATEGORIES OF EMPLOYMENT ................................................................ 13  
   Employee Classification............................................................................................ 13  
   Regular Full-Time Employees................................................................................... 13  
   Regular Part-Time Employees.................................................................................. 13  
   Temporary Employees............................................................................................. 13  
   Co-Op Students....................................................................................................... 13  
   Intern Students........................................................................................................ 13  
   Exempt Employees................................................................................................... 13  
   Non-Exempt Employees......................................................................................... 13  
SECTION III. WORKPLACE EXPECTATIONS .................................................................. 14  
   Confidentiality ......................................................................................................... 14  
   Professional Behavior............................................................................................... 14  
   Tobacco-Free Workplace.......................................................................................... 14  
   Work Attire ............................................................................................................. 14  
   Hours of Work.......................................................................................................... 14  
   In-Climate Weather - Closing Facilities & Disaster Events ..................................... 14  
   Absenteeism and Tardiness...................................................................................... 15  
   Progressive Discipline............................................................................................. 15  
   Termination ............................................................................................................ 17  
   Resignation.............................................................................................................. 17  
   Re-Hire Policy......................................................................................................... 17  
   No Solicitation No Distribution............................................................................... 17  
   Use of CRJ Bulletin Boards...................................................................................... 18  
   Use of Cell Phone, Internet, Email and Personal Telephone Calls ......................... 18  
   Social Media/Networking......................................................................................... 18  
   Sexual Harassment Policy...................................................................................... 18  
   Policy Prohibition Against Discrimination, Harassment, Abusive Behavior, Bullying and Cyber Bullying ................................................................. 19  
SECTION IV. CONFLICTS OF INTEREST AND NON-WORK RELATED COMMITMENTS .......... 20
   Outside Employment.............................................................................................. 20  
   Consulting/Technical Assistance............................................................................ 20  
   Gratuities or Gifts .................................................................................................. 20  
   Relationships with Residents/ Clients ................................................................... 20  
   Working Another Job While On Leave .................................................................. 21
<table>
<thead>
<tr>
<th>Topic</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>SECTION V. HEALTH AND SAFETY</strong></td>
<td>22</td>
</tr>
<tr>
<td>Alcohol and Drug-Free Work Place</td>
<td>22</td>
</tr>
<tr>
<td>Prison Rape Elimination Act (PREA)</td>
<td>22</td>
</tr>
<tr>
<td>Violence and Weapons in the Workplace and Workplace Searches Policy</td>
<td>23</td>
</tr>
<tr>
<td>General Safety and OSHA Compliance</td>
<td>23</td>
</tr>
<tr>
<td>Work Related Accidents</td>
<td>23</td>
</tr>
<tr>
<td><strong>SECTION VI. EMPLOYEE AND CLIENT PRIVACY</strong></td>
<td>24</td>
</tr>
<tr>
<td>HIPAA Policy</td>
<td>24</td>
</tr>
<tr>
<td>Employee Records</td>
<td>24</td>
</tr>
<tr>
<td>Release of Information to Authorized Parties</td>
<td>25</td>
</tr>
<tr>
<td>Securing Personal Information</td>
<td>25</td>
</tr>
<tr>
<td><strong>SECTION VII. PAYROLL POLICIES</strong></td>
<td>26</td>
</tr>
<tr>
<td>Payroll Deductions</td>
<td>26</td>
</tr>
<tr>
<td>Payroll &amp; Safe Harbor Policy</td>
<td>26</td>
</tr>
<tr>
<td>Review Your Pay Stub</td>
<td>26</td>
</tr>
<tr>
<td>Non-Exempt Employees</td>
<td>26</td>
</tr>
<tr>
<td>Exempt Employees</td>
<td>26</td>
</tr>
<tr>
<td>To Report a Violation</td>
<td>27</td>
</tr>
<tr>
<td>Paydays, Paycheck Distribution, and Tax Withholding</td>
<td>27</td>
</tr>
<tr>
<td>Regular Salary/Pay</td>
<td>27</td>
</tr>
<tr>
<td>Overtime Pay</td>
<td>28</td>
</tr>
<tr>
<td>Incentive/Bonus Pay</td>
<td>28</td>
</tr>
<tr>
<td>Floating Holiday Pay</td>
<td>28</td>
</tr>
<tr>
<td>On-Call (Beep) Pay</td>
<td>28</td>
</tr>
<tr>
<td>Holiday Pay for Part-time and Co-Op Students</td>
<td>28</td>
</tr>
<tr>
<td>Direct Deposit</td>
<td>29</td>
</tr>
<tr>
<td>Overpayment Errors</td>
<td>29</td>
</tr>
<tr>
<td>Social Security/Medicare</td>
<td>29</td>
</tr>
<tr>
<td>Unemployment Insurance</td>
<td>29</td>
</tr>
<tr>
<td>Voluntary Deductions</td>
<td>29</td>
</tr>
<tr>
<td>Group Term Life (GTL)</td>
<td>29</td>
</tr>
<tr>
<td>Employee Expense Reimbursement</td>
<td>29</td>
</tr>
<tr>
<td><strong>SECTION VIII. CRJ EMPLOYEE BENEFITS: TIME OFF/LEAVES OF ABSENCE</strong></td>
<td>30</td>
</tr>
<tr>
<td>Sick Days</td>
<td>30</td>
</tr>
<tr>
<td>Vacation Days</td>
<td>31</td>
</tr>
<tr>
<td>Holidays and Floating Holidays</td>
<td>31</td>
</tr>
<tr>
<td>Jury Duty</td>
<td>32</td>
</tr>
<tr>
<td>Bereavement Leave</td>
<td>32</td>
</tr>
<tr>
<td>Family Medical Leave Act (FMLA)</td>
<td>32</td>
</tr>
<tr>
<td>Parental Leave</td>
<td>33</td>
</tr>
<tr>
<td>Non-FMLA Medical Leave Of Absence</td>
<td>33</td>
</tr>
<tr>
<td>Military Leave (USERRA)</td>
<td>33</td>
</tr>
<tr>
<td>Domestic Violence Leave</td>
<td>34</td>
</tr>
<tr>
<td>Confidentiality</td>
<td>34</td>
</tr>
<tr>
<td><strong>SECTION IX. BENEFIT PROGRAMS</strong></td>
<td>35</td>
</tr>
<tr>
<td>Medical Insurance</td>
<td>35</td>
</tr>
<tr>
<td>Health Reimbursement Account</td>
<td>35</td>
</tr>
<tr>
<td>Medical Premium Reimbursements (Medical Opt-Out)</td>
<td>35</td>
</tr>
<tr>
<td>Dental Insurance</td>
<td>35</td>
</tr>
<tr>
<td>Vision Insurance</td>
<td>35</td>
</tr>
<tr>
<td>Domestic Partner Coverage</td>
<td>35</td>
</tr>
<tr>
<td>Flexible Spending Accounts (Section 125 Plans)</td>
<td>35</td>
</tr>
</tbody>
</table>
Healthcare FSA ................................................................. 36
Dependent Care FSA .......................................................... 36
Parking and Transit FSA ...................................................... 36
Group Basic Life/Accidental Death and Dismemberment .............. 36
Short-Term Disability Insurance (STD) ................................... 36
Voluntary Long-Term Disability Insurance .............................. 36
Worker’s Compensation Insurance ....................................... 36
401(k) Retirement Plan ........................................................ 37
Tuition Reimbursement ....................................................... 37
Tuition Remission Program .................................................. 37
MBTA Pass Program .......................................................... 37
LifeWorks Support and Services .......................................... 37
LifeWorks Wellness Program (A Component of LifeWorks Support and Services) .................................................. 38
Employee Referral Bonus ..................................................... 38
Professional Development .................................................... 38

SECTION X. CAREER DEVELOPMENT, PERFORMANCE MANAGEMENT, JOB LEVELS, AND JOB
DESCRIPTIONS ........................................................................ 39

eAcademy ............................................................................. 39
Training ................................................................................ 39
New Employee Orientation ................................................... 39
Membership in Professional Organizations .............................. 40
Performance Reviews .......................................................... 40
Job Levels and Job Descriptions for Staff at CRJ ....................... 41
Individual Contributor (non-exempt) E1 & 2 ............................ 41
Professional Staff ................................................................. 41
Managerial Staff .................................................................. 42
Job Descriptions .................................................................. 43

RECEIPT AND COMPLIANCE ACKNOWLEDGEMENT ......................... 44

Appendix A – ADA and Complaint Resolution Policy .................... 45
Appendix B – Appropriate Use of Electronic Communications .... 48
Appendix C – Social Media/Networking Policy .......................... 49
Appendix D – Sexual Harassment Policy .................................. 50
Appendix E – Policy Prohibition Against Discrimination, Harassment, Abusive Behavior, Bullying and Cyber Bullying Employee Health and Safety Policy ................................. 60
Appendix F – Health and Safety Policy ...................................... 72
Appendix G – Alcohol and Drug-free Workplace Policy ............... 81
Appendix H – Violence and Weapons in the Workplace and Workplace Searches Policy ........................................ 83
Appendix I – Open Door Policy (Job related Issues, Concerns or Grievances) .................................................. 85
Appendix J – Whistleblower Policy - Serious Legal or Financial Concerns .......................................................... 87
Appendix K – FMLA Policy ...................................................... 89
Appendix L – Domestic Violence Leave Policy ............................ 97
Appendix M – Written Information Security Program (WISP) .... 103
Appendix N – ICCA Code of Ethics .......................................... 104
Appendix O – HIPAA – (Privacy of Medical Information) ............ 106
Welcome

Dear Colleague:

This Employee Handbook was designed to familiarize employees with the benefits, opportunities, and responsibilities of employment with Community Resources for Justice, Inc. (CRJ), and be used as a reference throughout your employment.

CRJ recognizes its employees are vital elements in the success of the Agency, and hopes each employee finds the opportunity for growth and self-improvement in the field of human services.

Quality is an on-going process of evaluation and improvement. Meeting a higher standard of quality takes energy, talent, and effort. At CRJ, we encourage employee participation, initiative, and imagination to solve challenges that face our operations daily internally and in servicing our clients.

All CRJ employees are encouraged to make written comments or suggestions to their supervisors and/or the Chief Executive Officer at any time to propose improvements in our programs and services. Employees are expected to develop and maintain resources for the programs or departments in which they are employed and for the Agency as a whole. Through this exchange of information, CRJ can continue to be innovative, efficient, and responsive to the needs of our employees, clients, communities, and contract agencies.

We recognize that our greatest strength as an Agency is our talented employees. Keeping this in mind, we have designed our policies and programs to provide an integrated and flexible approach to meeting your personal and professional needs during your employment with us.

CRJ values your commitment to our mission, and hopes that our association will be mutually rewarding.

Sincerely,

Scott Harshbarger
Chairman, Board of Directors
Who We Are and What We Do

Our mission is to change lives and strengthen communities by advancing policy and delivering individualized services that promote safety, justice, and inclusion.

We welcome change.
We offer choice.
We focus on behavior.
We listen.

Integrity
Compassion
Creativity
Excellence

COMMUNITY RESOURCES FOR JUSTICE
CRJ has a rich history and has been responsible for numerous advances in the field of social justice and community corrections in the course of over one hundred and thirty years.
**Expectations**
CRJ is committed to providing employees with a productive and challenging workplace. In turn, CRJ expects employees to work consistently to the best of their skill, knowledge, and ability. Employees are expected to take the initiative and ask questions, to think independently, to exercise honesty and sound judgment, to assume responsibility, to adhere to CRJ policies and procedures, to demonstrate unquestionable legal, moral and ethical behavior, to make constructive suggestions for improvement, and to act as positive role models for the people we serve.

**Statement of Employment**
You have immediate access to the Employee Handbook through CRJ’s website which can be saved to your personal folder or printed out as a hard copy for you to reference at any time. As soon as possible, please take a moment to review the Handbook. Refer to it whenever you have questions about CRJ’s policies, practices or benefits. The policies are effective immediately, and you are expected to know and comply with them.

CRJ’s (“the Agency”) Employee Handbook (“Handbook”) is a summary of the Agency’s standard policies, procedures, and benefits and is provided to you as a reference guide. The Handbook is designed to be an Agency-wide tool and an informational resource. Different departments and locations may have additional policies and practices specific to those programs and services or as required by state law. Be sure to talk to your supervisor if you have any questions regarding your position or the policies that may apply.

Unless otherwise noted, the policies summarized in this Handbook apply to all employees of the Agency and divisions at all locations. The Agency, in its sole discretion, may modify or discontinue any policy in this Handbook at any time. Nothing in this Handbook is intended as or creates a contract of employment. Employment with the Agency is on an “At-Will” basis which means that the employee or the Agency may terminate the employment relationship at any time for any reason not expressly prohibited by law. This Handbook is not a contract or a guarantee of employment. Should any provision of this Handbook be found to be unenforceable and invalid, such finding does not invalidate the entire Handbook, but only the subject provision. This Handbook supersedes all previous editions of the Handbook and noted policies, practices, and benefits, both written and unwritten.

This Handbook does not prohibit protected conduct or communications relating to wages, hours or working conditions, or any other conduct protected by Section 7 of the National Labor Relations Act. Furthermore, nothing in this Handbook prohibits an employee from reporting concerns, making lawful disclosures, or communicating with any governmental authority about conduct the employee believes violates any laws or regulations.

This Handbook contains summaries of various Agency benefits. Should the description in this Handbook differ with any state-specific employment policy, formal agreement or related plan document, we will defer to state law, formal agreement or related plan document.

The current version of the CRJ Employee Handbook is located on the CRJ Web site ([http://www.cjr.org](http://www.cjr.org)) along with supporting documents and forms, and supersedes this document in all respects where differences may exist.
**Initial Employment Period**

Every new employee goes through an initial period of adjustment in order to learn about CRJ and about their job. During this time employees will have an opportunity to find out if they are suited to their new position, as well as if they enjoy it. Additionally, the initial employment period gives the employee’s Supervisor a reasonable period of time to evaluate the employee’s performance. The initial employment period is three months.

During this time, the new employee will be provided with training and guidance from their Supervisor. They may be discharged at any time during this period if their Supervisor concludes that they are not progressing or performing satisfactorily. Under appropriate circumstances, the initial employment may be extended. Additionally, as is true at all times during an employee's employment with CRJ, employment is not for any specific time and may be terminated at will, with or without cause and without prior notice.

At the end of the initial employment period, the employee and their Supervisor may discuss the employee’s performance. Provided that their job performance is "satisfactory" at the end of the initial employment period, employment at CRJ will continue on an at-will basis.
SECTION I. EMPLOYMENT RELATIONSHIP

Equal Opportunity Statement
CRJ is an Equal Opportunity Employer, which means we are committed to the employment and advancement of minorities, females, protected veterans and individuals with disabilities. We are also committed to non-discrimination, which means we make employment decisions without regard to an applicant or employee’s race, color, national origin, ancestry, sex, gender, pregnancy status, religion, age, disability, protected veteran’s status, sexual orientation, genetic information or any other status protected by federal, state, or local laws. CRJ is committed to assuring that:

- Recruiting, hiring, training, promotion, compensation and other employment-related programs are provided fairly to all persons on an equal opportunity basis;
- Employment decisions are based on the principles of equal opportunity. All personnel actions such as compensation, benefits, transfers, training, and participation in social and recreational programs are administered without regard to any characteristic protected by state, federal or local law;
- Employees and applicants will not be subjected to harassment, intimidation, threats, retaliation, coercion or discrimination because they have exercised any right protected by law; and
- Reasonable accommodations will be made for disabilities, pregnancy and religious beliefs.

CRJ is further committed to paying employees equal wages for equal work. In furtherance of the equal pay laws, we do not discriminate between employees on the basis of sex by paying employees of one sex less than employees of the other sex to perform equal work. We will not retaliate against any employee who makes a charge of discrimination under the law, or take adverse action against any employee engaging in protected activity under state Equal Pay laws. Pay may be based on a number of factors including a seniority system, a merit/performance-based system, a system measuring earnings by quantity or quality, expertise, shift differentials, or demonstrable factors other than sex, such as education, training, or experience.

Americans with Disabilities Act – Title I Policy Statement
CRJ is committed to complying with all applicable provisions of the Americans with Disabilities Act (“ADA”), and the disability laws of each state. It is the Agency's policy not to discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such individual’s disability or perceived disability so long as the employee can perform the essential functions of the job. Consistent with this policy of non-discrimination, the Agency will provide reasonable accommodations to any qualified individual with a disability, as defined by the ADA or the laws of the state in which the employee words, who has made the Agency aware of his/her disability, provided that such accommodation does not impose an undue hardship on CRJ, or cause a direct threat to these individuals or others in the workplace and the threat cannot be eliminated by reasonable accommodation.

We encourage any employee who believes he or she may need some accommodation to contact human resources without delay.

The full *ADA and Complaint Resolution Policy* is included in *Appendix A*, and incorporated herein by reference.
Open Door and Whistleblower Policies - Introduction
In keeping with CRJ’s open communication environment, we practice an Open Door policy where all employees have the right and are encouraged to speak freely with management about their job-related concerns. Employees are urged to go directly to their supervisor to discuss job-related ideas, recommendations, concerns and other issues which are important to the employee. Additionally, CRJ has a Whistleblower Policy which provides the framework for dealing with serious financial and legal concerns as well as the appropriate protections afforded to employees when raising these issues. Both policies are detailed in the appropriate Appendix noted below:

Open Door Policy – Job Related Issues, Concerns or Grievance
Should an individual employee have an idea/recommendation/issue (called concern) that they wish to have addressed, CRJ encourages that the individual employee use the following internal process:

The employee should first discuss the concern with their direct supervisor. In most cases, the direct supervisor will have knowledge of the immediate environment and daily issues and is best positioned to provide information/solutions satisfactorily. If the employee believes that it would not be appropriate to address the concern with their supervisor, or if the employee believes that their supervisor has not adequately addressed the matter brought to their attention, the employee should address it with their next level of management or directly with Human Resources department.

The full Open Door Policy – Related Issues, Concerns or Grievances is included in Appendix I, and incorporated herein by reference.

Whistleblower Policy - Serious Legal or Financial Concerns
All CRJ employees are expected to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. They must also practice honesty and integrity in fulfilling their responsibilities and comply with all applicable laws and regulations. CRJ has developed this Whistleblower Policy to direct the receipt, retention and treatment of complaints received related to legal, accounting, internal controls or auditing matters on behalf of CRJ.

Reporting Responsibility
Each employee has an obligation to report in accordance with this Whistleblower Policy: (a) suspected violations of laws (called Concerns), and (b) questionable or improper accounting or auditing matters. All reported concerns will be forwarded to Human Resources for investigation and escalation as appropriate.

The full Whistleblower Policy – Serious Legal or Financial Concerns is included in Appendix I, and incorporated herein by reference.

Employment-at-Will
All CRJ employees are at-will, which means they may be terminated at any time and for any reason, with or without advance notice. Employees are also free to quit at any time.

Employment Verification
The Agency will not discriminate against any employee or applicant on the basis of his or her nationality or citizenship status. However, we are also committed to meeting our obligations under U.S. Immigration Law. Accordingly, we neither hire nor continue to employ at the Agency any person who is not legally authorized to work in the United States. Under certain circumstances, we also conduct pre-employment and post-employment background checks, including driving record, and consumer credit report if appropriate and job related. The Agency reserves the right to conduct a background check for current employees to determine eligibility for promotion or reassignment. If an employee is
found to have falsified or misrepresented any information during the hiring process, employment may be immediately terminated.

**Criminal and Driving Background Checks**
Depending upon contract and government regulations and applicable laws, additional terms of employment for staff in specific programs may include a thorough background check/clearance through participation in one or more of the following:
- a. Prison Rape Elimination Act (PREA) of 2003
- b. Massachusetts Criminal Offender Record Information Background Check
- c. National Crime Information Center Background Check
- d. National Law Enforcement Telecommunications System Background Check
- e. Federal Bureau of Investigation Fingerprint File Check
- f. New Hampshire Criminal Background Check
- g. Registry of Motor Vehicles Drivers History Check (for those employees driving on behalf of Community Resources for Justice)
- h. Connecticut DDS Abuse and Neglect

Employees shall sign an agreement authorizing the background check(s) with the understanding that information obtained from a criminal justice record check will be used only to determine eligibility for employment. Failure to sign the agreement authorizing the checks will result in denial of employment or termination if already employed.

**Physical Examination**
Based on job requirements, employees may be required to have a physical examination provided by CRJ approved physicians when required by state statute or contract. The examination will be paid for by CRJ.

**Disabled Persons Protection Commission Checks (DPPC)**
For our programs funded by the MA Department of Developmental Services (DDS), information on applicants will be used in evaluating an applicant for employment. Previous employment will be investigated, and may contain information of a personal and confidential nature. If the applicant does not consent to the DPPC check, then it is at the discretion of CRJ whether to continue the application process.

**Educational and Reference Background Checks**
CRJ will investigate statements contained in the employment application and resume. CRJ will contact all references, schools and employers listed on the employment application concerning education and previous employment and any other information that may be relevant to the applied position. If any statement submitted on an application or resume is found to be false it will be considered sufficient cause for termination of employment.

**Genetic Information Nondiscrimination Act**
CRJ is committed to ensuring that genetic information will not be a factor in CRJ’s decisions about hiring, termination, or referral or in other decisions regarding compensation, terms, conditions, or privileges of employment.
CRJ asks that employees not provide any genetic information when responding to requests for medical information. ‘Genetic information’ includes an individual’s family medical history, the results of an individual’s or family member’s genetic tests, the fact that an individual or an individual’s family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual’s family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

**Nursing Mother Policy**
As part of our family-friendly policies and benefits, CRJ supports breastfeeding mothers by accommodating the mother who wishes to express breast milk during her workday when separated from her newborn child.

For up to one year after the child’s birth, any employee who is breastfeeding her child will be provided reasonable break times to express breast milk for her baby. CRJ will designate a room for this purpose as needed. A small refrigerator reserved for the storage of breast milk will be available. Any breast milk stored in the refrigerator must be labeled with the name of the employee and the date of expressing the breast milk. Any nonconforming products stored in the refrigerator may be disposed of. Employees storing milk in the refrigerator assume all responsibility for the safety of the milk and the risk of harm for any reason, including improper storage, refrigeration and tampering. Breaks of more than 20 minutes in length will be unpaid, and the employee should indicate this break period on her time record. Additional rules for use of the room and refrigerator storage are posted in the room. Nursing mothers wishing to use this room must request/reserve the room by contacting CRJ’s Benefits Coordinator.
SECTION II. CATEGORIES OF EMPLOYMENT

Employee Classification
The FLSA is a federal law that establishes a minimum wage and limits the number of hours that may be worked in a standard work week. Additionally, the laws of each state in which CRJ operates also govern the wage and hour restrictions we must adhere to. Because of their duties, responsibilities, and salaries, employees in exempt jobs are not covered by the overtime provision of the FLSA. “Exempt” is not a title, but a legal classification based largely on job content. Employees will be notified at the time of hire if they are exempt or non-exempt, and may contact Human Resources at any time to inquire about their status.

Regular Full-Time Employees
Employees who work the normal workweek (40 hours) and whose employment is not limited to a specific period of time or purpose. All regular full-time employees are eligible for all employment benefits provided by CRJ to its employees in general.

Regular Part-Time Employees
Employees who work less than the normal workweek and whose employment is not limited to a specific period of time or purpose. Regular part-time employees are eligible for limited employment benefits, as specified in the benefits section of this manual and where the Employee Retirement Income Security Act (ERISA) or other legal requirements prevail.

Temporary Employees
Temporary employees are those whose service is intended to be of limited duration (no more than 90 days) but who work the normal workweek. This definition excludes individuals supplied under contract by an outside agency. Temporary full-time employees are eligible for paid holidays if they occur during the term of employment. They are not eligible for CRJ benefits.

Co-Op Students
Co-op students are employees who are fulfilling a school requirement and may work a set schedule. Co-op students may be eligible for benefits mandated by the law of the state in which they are employed, are eligible for holiday pay as noted in Section III under Compensation. Co-op students are subject to standard payroll deductions including Social Security (FICA) and Federal and State taxes.

Intern Students
Interns are students who participate in supervised structured programs, and not employees. These undergraduate or graduate students perform tasks and duties within CRJ in order to gain knowledge and experience.

Exempt Employees
Executive, professional, administrative, outside sales and some computer professional employees who are excluded from the overtime provisions of the FLSA as amended. These employees do not receive overtime pay for hours worked beyond 40 hours in any workweek.

Non-Exempt Employees
Employees who are subject to all provisions of the Fair Labor Standards Act (FLSA) as amended. These employees receive overtime pay for hours worked beyond 40 hours in any workweek at one and a half times their regular hourly rate.
SECTION III. WORKPLACE EXPECTATIONS

Confidentiality
Employees, contractors, consultants, volunteers, and interns have an ethical, moral, and legal responsibility to staff, residents, and clients not to disclose any confidential information obtained as a result of working within CRJ programs. (See CRJ Policy 370.05)

Professional Behavior
Employees shall conduct themselves at all times in a manner that reflects favorably on CRJ. As a condition of employment, all employees shall sign and comply with the International Community Corrections Association’s (ICCA) Code of Ethics. The Code of Ethics is a written set of guidelines issued by CRJ to its direct service workers and managers to help them conduct their actions in accordance with the agency’s primary values and moral principles.

The full Code of Ethics is included in Appendix N, incorporated herein as referenced.

Tobacco-Free Workplace
CRJ is a tobacco-free workplace, and no smoking and no tobacco products are allowed in CRJ buildings or vehicles. This policy includes electronic cigarettes and “vaping.” However, as required by state law, a Supervisor may designate an outside location for smoking. If an employee desires to quit smoking, please contact the CRJ Benefits Manager for resources to help make this change.

Work Attire
CRJ has a formalized dress code that varies based on which program or site at which an employee works. The applicable policy for an individual site or program will be covered during a new employee’s orientation. On a general level, employees are expected to be dressed appropriately for the workplace both while on duty in our program locations and while representing CRJ at outside meetings or community functions. In all cases, clothing and other decorations or jewelry should be safe to wear and present a positive image in our community. Our employees are role models for the people we serve and should dress accordingly.

Hours of Work
Employee work hours will be determined by their individual Supervisors. Non-exempt employees who work in the administrative office and in non-residential programs are required to work a 40-hour week, inclusive of a one-half hour paid daily meal break.

Non-exempt and hourly employees who work in residential programs are required to work a 40-hour week, which includes a paid one-half hour daily meal break. This break may be required to be taken on-site.

In-Climate Weather - Closing Facilities & Disaster Events

Discretion
We have an obligation to our clients and others in the community to maintain consistent, reliable hours of service. Nevertheless, when weather conditions prove dangerous, certain sites will close for business in order to protect the safety of employees as well as clients. The decision to close a particular site will be made by the office management team based on:
• Our responsibility to clients;
• The relative safety of employees on the road; and
• The cost to the site in closing.

Notice of Closings
Division/Department Directors will notify all affected employees of their respective areas. They also will advise employees when an official notice of state/city notification of emergency closings.

Late Arrival
Employees who anticipate being delayed because of the weather should notify their supervisor before the normally scheduled arrival time and provide an estimated time of arrival. Employees are responsible for following their Department policy.

Absenteeism and Tardiness
Employees are expected to report to work on time and to work their scheduled hours. Because of the nature of our contracts and the need to maintain mandated staffing ratios for safety reasons in many of our programs, prompt and reliable attendance is a requirement for continued employment with CRJ.

In the event that an employee will not be at work at the assigned time, the employee must contact their direct supervisor or next available level of management as soon as possible. Notification periods vary depending on the needs of the program. (Refer to Program Policies for more specific information.) Notification is required each day for the duration of the absence. Failure to follow these notification requirements may result in disciplinary action, up to and including termination.

Employees who are absent for three (3) days with no notification will be deemed to have abandoned their employment with CRJ, which will be considered a voluntary resignation. Daily call-ins may be waived in writing by an employee’s Supervisor for an extended illness or other extenuating circumstances.

Out-of-cycle review and/or disciplinary action in response to attendance or tardiness problems may be initiated at any time.

Progressive Discipline
Each employee has an obligation to observe and follow CRJ’s policies and procedures and to maintain proper standards of conduct and professionalism at all times. If an individual’s conduct or action interferes with the orderly and efficient operation of CRJ, corrective disciplinary action may be taken.

Disciplinary action may include a verbal warning, written warning, suspension without pay, being placed on administrative leave, and/or termination of employment. The appropriate disciplinary action imposed will depend on the nature of the conduct or action. CRJ does not imply, represent, or promise that one form of disciplinary action will necessarily precede another, and the Agency reserves the right to terminate employment any time it deems proper.

The Agency reserves the right to discipline or discharge any employee for violating any Agency policy, practice, or rule of conduct. The following list is intended to give you notice of our expectations and standards. However, it does not include every type of unacceptable behavior that can or will result in disciplinary action. Be aware that CRJ retains the discretion to determine the nature and extent of any discipline based upon the circumstances of each individual case.
Employees may be disciplined or terminated for poor job performance, including, but not limited to the following:

- Unsatisfactory quality or quantity of work;
- Repeated unexcused absences or lateness;
- Failing to follow instructions or Agency procedures;
- Failing to follow established safety regulations;
- Carelessly performing a job by participating in horseplay or unsafe acts.
- Carelessly failing to record working time accurately;
- Solicitation, defined as selling any item on Agency premises.

Employees may also be disciplined or terminated for gross misconduct. Gross misconduct, including, but not limited to violations listed below, may result in the employee being terminated for a single violation and a denial of benefits including COBRA and unemployment.

- Falsifying an employment application or any other company records or documents including expense and production reports;
- Intentionally recording inaccurate work time;
- Insubordination or other failure to carry out specific orders or instructions either written or verbal (unless that employee believes in good faith that the orders or instructions would require him or her to violate the law);
- Fighting or disorderly conduct, which includes vulgar, profane, obscene or abusive language, causing physical or verbal disagreements among other employees, including any communication or action that violates our policy against harassment and other unlawful forms of discrimination;
- Disrupting the Agency’s normal business relationships, such as engaging in or causing arguments with clients, vendors or other employees, or misrepresenting the Agency with clients or partners;
- Misusing, destroying or stealing information, Agency property, or another person's property;
- Violating security rules, such as giving Agency keys or your access to a person not entitled to it, including entering a facility without authorization; or refusing to obey the instructions of a guard or security person;
- Possessing, entering with or using weapons or explosives on company property or during working hours;
- Possessing, selling, using or reporting to work with alcohol, controlled substances or illegal drugs in the employee’s system, unless the drugs are prescribed to the employee by a licensed physician, or in the case of medical marijuana, even if prescribed by a licensed person, on Agency property or on Agency time;
- Creating safety or health hazards for the individual or others by refusing to use safety devices; horseplay; ignoring safety regulations; or carelessly performing a job;
- Violating conflict of interest rules;
- Disclosing or using confidential or proprietary information without authorization;
- Violating the Agency’s computer or software use policies, and
- Being convicted of a crime that indicates unfitness for a job or presents a threat to the Agency, its clients, or its employees in any way.
**Termination**
Termination of employment may be voluntary or involuntary. Since employment with CRJ is at-will employment, both the employee and CRJ have the right to terminate employment, with or without cause, at any time.

a. *Exit Interviews/Surveys* – Management and Human Resources may conduct an exit interview/or provide a survey to discuss the employee’s reasons for leaving and any other impressions about CRJ.

b. *Return of CRJ Property* - Any CRJ property issued to the employee over the course of their employment, such as cars, computers, office equipment, software not purchased by the employee, files, pager, cell phone, keys, parking passes, credit cards, etc. must be returned at the time of the employee's termination. The employee will be responsible for any lost or damaged items.

c. *Final Pay* - Employees will receive any final pay due in accordance with applicable law.

d. *Continuation of Benefits* – Employees may be eligible to continue certain benefits after termination, and CRJ will supply appropriate documentation as required by state and federal law.

**Resignation**
A resignation shall be submitted in writing to an employee’s supervisor. All employees should give sufficient notice (preferably two (2) weeks to one (1) month for Management levels) to ensure an orderly transition of their responsibilities. Employees who quit without notice or abandon their jobs will have this noted in their personnel file, and will not be eligible for re-hire.

**Re-Hire Policy**
Former employees who left CRJ in good standing may be considered for re-employment. Former employees who resigned without a two weeks’ written notice or who were dismissed for cause may not be considered for re-employment. A former employee who is rehired will be eligible to receive credit for past service as long as the break in service is a year or less. In these cases, the years of service date will be adjusted to show a revised vacation rate of accrual. In the case of rehired full time and part time employees who had an earned sick time accrual balance remaining at the time of termination, their accrued sick time will be credited at the time of re-hire. Re-hired employees will become benefit eligible from date of hire.

**No Solicitation No Distribution**
Solicitation of employees who are on working time by outsiders for funds, memberships or individual commitment to outside organizations, or distribution of literature for any purpose, is prohibited unless approved by the division or department Supervisor.

Solicitation by employees for funds, membership, or individual commitment to outside organizations or causes is also prohibited on CRJ’s premises during such employees’ own working time or even when not on working time if such solicitation interferes with work being performed by other employees.

Distribution of literature is prohibited in employee working areas during working time. CRJ’s premises must be kept clean and free of litter at all times.
Employees who have finished work are requested to leave the premises as soon as possible. Off duty employees are not permitted to distribute literature to, or to solicit or otherwise interfere with or disturb, working employees.

**Use of CRJ Bulletin Boards**

No signs, announcements, or other materials are permitted to be posted on CRJ bulletin boards which do not comply with official CRJ business.

CRJ bulletin boards may be used only for official CRJ business (i.e. state and federal regulations, observance of holidays, benefit plans, work schedules, etc.). The initials or signature approval of site management must be obtained before notices are posted on CRJ bulletin boards.

The site management or Human Resources is responsible for access to posting and removing of material on these boards relating to any state and federal regulatory posters.

**Use of Cell Phone, Internet, Email and Personal Telephone Calls**

For business reasons related to productivity and confidentiality, the telephone, mail, electronic mail (e-mail) and computer systems, and the information stored within these systems are the property of CRJ and are reserved for CRJ business only. Employees may not expect the information they store in this system to be private. Information stored in these systems may be accessed at any time at the direction of department or division management for official business purposes. For this reason employees should avoid sending or receiving personal messages (e-mail, SMS text messages, or otherwise) or telephone calls at the workplace and from using CRJ’s telephone or computer for personal needs, except in the case of family emergency. Employees are required to reimburse CRJ for any charges resulting from their personal use of the telephone, mail, and computer resources.

The full [Appropriate Use of Electronics Communications Policy](#) is included in Appendix B, and incorporated herein by reference.

**Social Media/Networking**

CRJ prohibits employees from the use of social media and social networking during work hours without a personal or Agency provided devise, unless the employee has been specifically identified and approved by management, in writing, to perform a social media/networking function for a legitimate business purpose.

The full [Social Media/Networking Policy](#) is located in Appendix C, and incorporated herein by reference.

**Sexual Harassment Policy**

Sexual harassment of employees occurring in the workplace or in other settings in which employees find themselves in connection with their employment is unlawful and will not be tolerated. Further, any retaliation against an individual who complains about sexual harassment or cooperates with an investigation of a sexual harassment complaint is similarly unlawful and will not be tolerated.

Sexual harassment is a form of illegal sexual discrimination that includes unwanted sexual advances, or visual, verbal or physical conduct of a sexual nature. This definition encompasses many forms of offensive behavior and includes gender-based harassment of a person of the same sex as the harasser. Sexually harassing behavior includes unwelcome conduct such as: sexual advances, requests for sexual favors, offensive touching, or other verbal, visual or physical conduct of a sexual nature.

This policy applies to all phases of employment, including but not limited to recruiting, testing, hiring, promoting, demoting, transferring, laying off, terminating, paying, granting benefits and training.
The full Sexual Harassment Policy is located in Appendix D, and incorporated herein by reference.

Policy Prohibition Against Discrimination, Harassment, Abusive Behavior, Bullying and Cyber Bullying

CRJ is committed in all areas to providing a work environment that is free from harassment. Harassment based upon an individual’s sex, race, ethnicity, national origin, age, religion or any other legally protected characteristics will not be tolerated. All employees are expected and required to abide by this policy. CRJ will not tolerate unlawful discrimination or harassment of any kind. Through enforcement of this policy and by education of employees, CRJ will seek to prevent, correct and discipline behavior that violates this policy.

All employees, regardless of their positions, are covered by and are expected to comply with this policy and to take appropriate measures to ensure that prohibited conduct does not occur. Appropriate disciplinary action will be taken against any employee, including a supervisor or other management employee, who violates this policy. Based on the seriousness of the offense, disciplinary action may include verbal or written reprimand, suspension or termination of employment.

The full Policy Prohibition Against Discrimination, Harassment, Abusive Behavior, Bullying and Cyber Bullying is located in Appendix E, and incorporated herein by reference.
SECTION IV. Conflicts of Interest and Non-Work Related Commitments

CRJ programmatic needs take precedence over other employment or voluntary activities of employees. Employees must refrain from any circumstances, situations, or professional relationships which may constitute conflicts of interest or which may jeopardize contracts between CRJ and other agencies.

Outside Employment
No full-time employee may have other employment which conflicts with maintaining employment requirements or satisfactory job performance at CRJ.

Employees must notify their supervisor and Human Resources of outside employment to prevent potential conflicts of interest. Employees agree that they will not acquire any interests, direct or indirect, in any corporation or business providing contractual services to or through CRJ without full knowledge and consent of the Chief Executive Officer or Direct Executive. A copy of the consent should be placed in the employee file in HR.

Consulting/Technical Assistance
The following applies to Supervisors during their relationship with the CRJ:

The Supervisor agrees to not serve as an employee, adviser, agent, consultant, independent contractor, or in any other capacity with respect to any trade or business, proprietorship, partnership, corporation, or other entity, person, or firm unless they have first received written consent of the CEO of CRJ. Such consent may be given only if the outside engagement does not conflict, compete or interfere with the performance of his or her duties. If consent is granted the Supervisor shall re-apply annually or upon a significant change in their CRJ employment for continued consent. Such consent shall be revocable at the will of the CEO of CRJ.

The Supervisor has no obligations to a former employer, or to any other person or entity, which might restrict the performance of Supervisor's duties to CRJ, including, without limitation, any non-disclosure, non-competition, or non-solicitation agreements.

Gratuities or Gifts
No employee will accept or enter into an agreement to receive benefits regarding contracts or other agreements between CRJ and agencies with which the Agency is under contract to provide or receive service. Employees shall not solicit, seek, or accept any gratuities, gifts, or payments when it can be construed to involve their position as an employee of CRJ.

Relationships with Residents/Clients
Employees who have had personal or business (non-CRJ related) relationships with current or anticipated clients or residents must immediately inform their Program Director and Human Resources in writing of such relationships.

Working Another Job While On Leave
CRJ offers comprehensive paid leave for employees suffering from injury or illness for themselves or while taking care of family members. Abuse of this benefit, including working at
another job while on leave, is not permitted. Employees who are found to be working another job while on an FMLA or other type of paid or unpaid leave from CRJ will have their employment terminated. This also applies to employees on Sick Leave, Short Term Disability, or Workers Compensation leave.

**Political Activity**

All employees are encouraged to register to vote and to exercise this privilege. No employee shall actively work for or actively represent political candidates or political action committees, solicit workers, or otherwise enlist staff or clients to consider specific candidates for office or legislative issues during work hours except when under contractual agreement.
SECTION V. HEALTH AND SAFETY

CRJ has a continuing concern for the health and safety of every employee and client. CRJ has a health and safety program which is intended to identify and provide the necessary resources for providing a safe workplace, and to locate and correct the conditions responsible for past and potential accidents. Responsibility for the control of accidents belongs to each employee. As part of its health and program, CRJ has in place an active Safety Committee. CRJ encourages all employees to contact any member of this Committee if they have a concern, question, or observation regarding safety.

The full Health and Safety Policy is located in Appendix F, and incorporated herein by reference.

Alcohol and Drug-Free Work Place

CRJ is committed to maintaining a drug-free workplace to promote the health and safety of our employees and clients. The abuse of alcohol and drugs undermines CRJ’s mission by endangering the members of our community, tarnishing our reputation, and by lowering our productivity and the quality of our services. In addition, alcoholic beverages and drugs that have not been prescribed to the employee are not permitted to be possessed and/or consumed by any person at any time on the premises of CRJ. Any exception to this policy can only be made by the President/CEO of the Agency.

The full Alcohol and Drug-Free Place Policy is located in Appendix G, and incorporated herein by reference.

Prison Rape Elimination Act (PREA)

CRJ shall comply with the Prison Rape Elimination Act (PREA) of 2003. PREA mandates the elimination, reduction, and prevention of abuse and sexual harassment in prisons, jails, and community confinement facilities (half-way houses/re-entry programs) housing residents.

In compliance with PREA, CRJ has a zero-tolerance stance towards all forms of sexual abuse and sexual harassment. This policy is applicable to residents, staff, volunteers, visitors, and contractors. The zero-tolerance stance includes education, prevention, detection, and response to sexual abuse and sexual harassment incidents immediately.

All residents are prohibited from engaging in sexual contact with each other. All sexual contact between residents is deemed to be non-consensual and consent is not an affirmative defense, due to the custodial status of residents. CRJ strictly prohibits any sexual contact between staff and residents, and expects staff to keep professional boundaries in all of their interactions with residents. Sexual contact between staff and residents is deemed to be non-consensual under all circumstances. Consent is not an affirmative defense to sexual contact between staff and resident, due to the custodial status of residents, and the unequal nature of the relationship. Swift corrective action will occur with staff, volunteers, visitors, and contractors who violate PREA.

CRJ is committed to creating a safe working environment in which all potentially unsafe practices are eliminated.

The full Employee Health and Safety Policy is located in Appendix F, and incorporated herein by reference.
Violence and Weapons in the Workplace and Workplace Searches Policy
The Agency does not tolerate violence of any kind on Agency property. Possession of firearms and weapons is absolutely prohibited anywhere on CRJ's facilities, unless otherwise allowed under state or federal law. CRJ reserves the right to conduct searches of any person, vehicle or object that enters Agency property. This policy shall not be construed to create any duty or obligation on the part of CRJ to take any actions beyond those required by an employer by existing law.

The full Violence and Weapons in the Workplace and Workplace Searches Policy is located in Appendix H, and is incorporated herein by reference.

General Safety and OSHA Compliance
The Agency is governed by federal and state occupational safety and health laws which regulate hazards in the workplace, as well as its own safety and health standards and policies. Each employee will comply with all applicable health and safety laws, standards and policies and are continuously trained on such laws, standards and policies. Employees must work in a manner to prevent personal injuries to themselves and others and will be evaluated on his/her compliance and safety work record during the performance review.

Work Related Accidents
The Agency provides Workers' Compensation coverage to employees for work related injuries and illnesses under the governing law for each State in which we conduct business. Work related injuries and illnesses must be reported immediately to your supervisor. Accident reports must be completed with the employee's supervisor describing exactly what happened within 24 hours of the incident and submit to HR.

Arrangements must be made with Human Resources to continue employee benefit coverage while out of work due to a work related injury or illness. No paid time-off is accrued while out of work.
SECTION VI. EMPLOYEE AND CLIENT PRIVACY

HIPAA Policy
All CRJ employees will be given a copy of, and receive training on, our Health Information Portability and Accountability Policy. We take the privacy of our clients and our employee’s health information very seriously, and hold ourselves strictly accountable for high standards of professional behavior.

Privacy and Confidentiality of Agency, Client, and Employee Information
Employees, contractors, consultants, volunteers, and interns have an ethical, moral and legal responsibility to staff, residents, and clients not to disclose any confidential information obtained as a result of working at CRJ.

Information released to the general public about clients residing at our sites will be limited to the referring agencies’ specifications. Each site will specify what specific information may be released to the general public. All other information about individual clients is confidential and will not be released to another individual without proper authorization. Clients are requested to sign "Release of Information Consent Forms" before specific information is released. A copy of the signed form will be kept in the client’s case record. Staff will comply with HIPAA regulations regarding client medical information (personal health information). (See CRJ Policy 370.05)

Employee Records
Employee records are confidential and are maintained and secured in the Human Resources Department. The employee folder consists of separate files for Payroll updates, Performance Management, and Job Requirements. The Benefits folder is kept separate with all enrollment and 401k documents. As required, I-9 is kept in a separate file in a secure area.

Updating Personal Data
Employees shall be responsible at the time of hire and during the course of employment at CRJ for keeping the personal information updated through the on-line Self-Service portal, except for changes to emergency contact information which should be submitted to Human Resources.

Right to Review Personnel Record
CRJ, through its Human Resources Department, maintains employee files on each employee. These files contain documentation regarding aspects of the employee’s tenure with CRJ in compliance with state law. Employees have the right to review and obtain photocopies of documents in their individual personnel files. Those wishing to do so must submit a written request to Human Resources. Under no circumstances can the personnel file be removed from CRJ premises, except as provided by law.

Right to Supplement Documentation in Personnel Record
Employees have the right to submit documentation on their own behalf (e.g., relevant information about additional educational attainment) to their own personnel files. Documentation should be sent to Human Resources and copied to the employee’s supervisor, if required.
Employment Verifications/References
All requests for employment verifications and/or references must be directed to Human Resources. Human Resources will only verify limited information over the telephone. Information verifiable by telephone is limited to title and dates of employment. If the former employee provides a written release, more extensive information may be provided.

Release of Information to Authorized Parties
CRJ respects the privacy of our employees, and will only release confidential information as required by law (e.g. PREA), by contract or by legal or financial audit. If the current or former employee provides a written release, more extensive information may be provided.

Securing Personal Information
CRJ is committed to doing our part in preventing the misappropriation of personal information about one of our employees or one of our clients. We have adopted and are committed to complying with our Written Information Security Program that protects and secures personal information. Additionally, CRJ complies with the specific employee privacy laws of each state in which it operates.

HIPAA is a federal law that gives you rights over your health information and sets rules and limits on who can look at and receive your health information.

The goals of the original HIPAA standards are to:
- Simplify the administration of health insurance claims and lower costs.
- Give individuals more control over and access to their medical information.
- Protect individually identifiable medical information from threats of loss or disclosure.

HIPAA is divided into five titles:

**Title I** of HIPAA ensures and enhances insurance access, portability, and renewability. Under this title, HIPAA provides the following protections for working Americans and their families:
- Increases the ability to get health coverage when starting a new job
- Reduces the probability of losing existing health care coverage
- Helps workers maintain continuous health coverage when changing jobs
- Helps workers purchase health insurance coverage on their own if they lose coverage under an employer’s group health plan.

**Title II** is about preventing health care fraud and abuse; administrative simplification; and protecting the privacy and confidentiality of patient records and any other patient identifiable information in any media form. Administrative Simplification defines rules for transactions, privacy, and security, and includes rules covering transactions and code sets, privacy, and security of PHI.

**Titles III, IV, and V** involves the various regulatory agencies that play a role in the American health care delivery and financing. These titles are: Tax-related Health Provisions, Application and Enforcement of Group Health Insurance Requirements, and Revenue Offsets.

*The full* Written Information Security Program (WISP) *is found in Appendix M, and incorporated herein by reference.*
SECTION VII. PAYROLL POLICIES

Payroll Deductions
The Agency is required by law to make certain deductions from employee paychecks each pay period. Such deductions typically include federal and state taxes and Social Security (FICA) taxes. Depending on the state in which you are employed and the benefits you choose, there may be additional deductions. For example, the Agency offers programs and benefits beyond those required by law. Eligible employees may voluntarily authorize deductions from their paychecks to cover the costs of participation in these programs.

Payroll & Safe Harbor Policy
It is our policy and practice to accurately compensate employees and to do so in compliance with all applicable state and federal laws. To ensure that employees are paid properly for all time worked and that no improper deductions are made, the employee must record correctly all work time and review their paychecks promptly to identify and to report all errors. They also must not engage in off-the-clock or unrecorded work.

Review Your Pay Stub
We make every effort to ensure our employees are paid correctly. Occasionally, however, inadvertent mistakes can happen. When mistakes do happen and are called to our attention, we promptly will make any correction that is necessary. The employee should review their pay information (available at https://sourceselfservice2.ceridian.com/crjustice) after each pay date to make sure it is correct. If an employee believes a mistake has occurred or if they have any questions, they should contact their supervisor.

Non-Exempt Employees
If the employee is eligible for overtime pay or extra pay (including pay due under our handbook), they must maintain a record of the total hours they work each day. These hours must be accurately recorded on a time sheet that will be provided. Each employee must sign their time sheet to verify that the reported hours worked is complete and accurate (and that there is no unrecorded or "off-the-clock" work). Their time sheet must accurately reflect all regular and overtime hours, any absences, early or late arrivals, early or late departures, and breaks. At the end of each pay period, the employee should submit their completed time sheet for verification and approval to their supervisor. When they receive each pay check, they should verify immediately that they were paid correctly for all regular and overtime hours worked each workweek.

All overtime must be preapproved by the employee's supervisor. The employee should not work any hours outside of their scheduled work day unless their supervisor has authorized the unscheduled work in advance, this includes checking emails, texting or making phone calls after hours. Employees should not start work early, finish work late, or perform any other extra or overtime work unless they are authorized to do so and that time is recorded on their time sheet.

Exempt Employees
Employees classified as exempt receive a salary which is intended to compensate them for all hours that they may work for CRJ. This salary will be established at the time of hire or when they become classified as an exempt employee. While it may be subject to review and modification from time to time, such as during salary review times, the salary will be a
predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work they perform. At the end of each pay period, the employee should submit their completed time sheet for verification and approval.

**To Report a Violation**
It is a violation of the CRJ’s policy for any employee to falsify a time sheet, or to alter another employee’s time sheet. It is also a serious violation of CRJ’s policy for any employee or manager to instruct another employee to falsely report or incorrectly report hours worked or alter another employee’s time sheet to under- or over-report hours worked. If any Supervisor or employee instructs an employee to (1) incorrectly or falsely under- or over-report their hours worked, (2) alter another employee's time records to inaccurately or falsely report that employee’s hours worked, or (3) conceal any falsification of time records or to violate this policy, employees should refuse and report it immediately to the Human Resources Department.

If an employee has questions about deductions from their pay, they should contact Human Resources immediately. Every report will be fully investigated and corrective action will be taken, up to and including discharge of any employee(s) who violates this policy. In addition, CRJ will not allow any form of retaliation against individuals who report alleged violations of this policy or who cooperate in CRJ’s investigation of such reports. Retaliation is unacceptable. Any form of retaliation in violation of this policy will result in disciplinary action, up to and including discharge.

**Paydays, Paycheck Distribution, and Tax Withholding**
Employees are paid on alternate Fridays (bi-weekly, resulting in 26 pay periods per calendar year).

CRJ will deposit the amount of employee’s net pay via Direct Deposit using the account and bank information provided by the employee.

The law requires that the employer make certain mandatory deductions from every employee’s compensation. Among these are applicable Medicare, federal, state, and local income taxes. The employer also must deduct Social Security taxes on each employee’s earnings up to a specified limit that is called the Social Security “wage basis”. Additional mandatory deductions may include those required by a court order such as child support, alimony, and other lawful garnishments.

**Regular Salary/Pay**
For Full-Time salaried employees regular pay is considered to be 40 hours per week, or 80 hours bi-weekly. Other paid time off hours reported on a time sheet will be reflected in the first pay period after the time sheet is received by Human Resources.

Non-exempt and hourly employees are paid their regular hourly rate for all hours worked up to 40 hours per week. Vacation, sick, holiday, and any other paid time off hours do not count as hours worked.
**Overtime Pay**
Non-exempt and hourly employees will be paid at one-and-one-half times their regular rate of pay for all hours worked over 40 hours in a week (Sunday through Saturday), or as required by law. Vacation, sick, holiday, and any other paid time off hours do not count as hours worked and are not calculated in overtime pay.

**Incentive/Bonus Pay**
Full-time Exempt employees (except Directors and above) who work additional shifts to cover for staffing shortages for non-exempt employees may be awarded incentive pay in recognition of their additional contributions to the program.

**Floating Holiday Pay**
Floating holidays are designed to accommodate our diverse employee population. Floating holidays may be used in celebration of different religious and ethnic holidays or simply as an extra day off. Floating holidays should be scheduled a minimum of two (2) weeks in advance and may only be taken with prior supervisory approval.

At the beginning of each calendar quarter (January 1, April 1, July 1, and October 1) all full time benefit eligible employees are credited one (1) floating holiday, which can be taken at any time during the quarter. New employees hired on or before the 15th of the second month in the quarter will be eligible for the floating holiday for that quarter. When an employee takes their floating holiday, it should be indicated on the timesheet in the **other paid** column indicating the date taken, number of hours and coded FH.

a. Non-exempt employees may elect to be paid for their floating holidays instead of taking the time off. Unless specified by written request for the floating holiday to be carried over to the next quarter, their floating holiday will automatically be paid in the second pay period of the quarter following the quarter in which no floating holiday was taken.

b. Full-time Exempt employees will automatically have any unused floating holiday carried forward to the next quarter. The maximum accrual and use of floating holidays allowed per quarter will be two (2) days. There is no pay out for exempt staff. Unused floating holidays over the two-day maximum will be forfeited.

Floating holidays not taken before an employee terminates their employment with CRJ will be forfeited, unless otherwise required by law. Floating holidays may be combined with another holiday or vacation time with prior supervisory approval.

**On-Call (Beeper) Pay**
Employees required to be on call by their program may be entitled to additional compensation based on program policy.

**Holiday Pay for Part-time and Co-Op Students**
Part-time and Co-op employees who work a regularly scheduled CRJ Holiday will receive one-and-one-half times their regular hourly pay for all hours worked on the holiday.
**Direct Deposit**
Employees will have their paychecks electronically deposited directly into their personal bank accounts.

**Overpayment Errors**
In the event that an overpayment is made to an employee in error, it is the responsibility of the employee to report the error to the Payroll Department as soon as it is discovered. The employee will be notified by Payroll for any discovered overpayment resulting in an adjustment to the employee's next pay check.

**Social Security/Medicare**
All employees pay into Social Security and Medicare (FICA) benefits as determined by the Social Security Administration. Under current law, CRJ pays a matching share of employees' contributions to Social Security, which provides individual employees with income in the event of long-term disability or retirement as well as survivor's benefits to eligible dependents in the event of an employee's death.

**Unemployment Insurance**
All employees may be eligible for Unemployment Insurance Benefits depending on eligible needs and/or circumstance. This employer-paid benefit is to protect qualified employees from economic hardships due to involuntary unemployment not resulting from an employee’s deliberate misconduct and willful disregard of the employer's interests.

**Voluntary Deductions**
Employees will provide written authorization for any amounts withheld from their paycheck at their request.

**Group Term Life (GTL)**
Life insurance in the amount of two-times the employee's annualized salary is provided as a benefit to eligible CRJ employees. If the value of this potential insurance benefit exceeds $50,000, the IRS charges a tax to the employee on the value of the benefit above $50,000. This is shown on the employee's pay-stub titled GTL, for Group Term Life.

**Employee Expense Reimbursement**
Employees should consult the Fiscal Policies and Procedures Manual before incurring any business expenses. Requests for reimbursement of approved expenses incurred by employees must be made on the CRJ Reimbursement Form Template.

Expense Reports and all requests for reimbursement must be submitted to Finance by 12:00 the Thursday before payroll week (same week as timesheets) and must be accompanied by the original receipt with the exception of several expenses listed in the Expense Reimbursement Policy and Procedures. Expense reimbursements are processed by the Fiscal department through Payroll twice monthly.
SECTION VIII. CRJ EMPLOYEE BENEFITS: TIME OFF/LEAVES OF ABSENCE

Sick Days
Unless otherwise required by state law, CRJ's sick leave policy applies to all CRJ employees. Sick leave is earned at a rate of one (1) hour for every 30 hours worked. Salaried employees are presumed to work 40 hours per week, unless their normal work week is less than 40 hours. Employees begin to accrue sick time from their date of hire, no employee may use earned sick time until after 30 days of employment.

- Accrual caps are based on full-time or part-time status. Once an employee has reached their maximum accrual, as noted below, the employee will cease to accrue any additional sick time until the employee’s sick time bank is once again below the maximum accrual rate.
- Full-time employees: Accrual is capped at 56 hours (7 days).* Full time employees may carry over up to their maximum accrual rate of 56 hours to the next calendar year adding to their sick bank to a max cap of 1,440 hours. Full-time employees will continue to earn an additional five (5) days during the year, which are allocated toward the full-time employee’s Short Term Disability (STD) bank for purposes of covering the difference of STD benefits and their regular weekly pay, and elected medical coverage premiums.
- Part-time employees: Accrual is capped at 40 hours (5 days).* Part-time employees may carry over up to 40 hours to the next calendar year but may not use more than 40 hours of sick leave per calendar year.

*Note: This cap and policy may vary based on different state regulations.

a. No employee will receive any pay in lieu of accrued sick time. All accrued sick days will be forfeited without compensation upon separation of employment from CRJ.

b. Use of Earned Sick Time:
An employee can use earned sick time if he or she has to miss work for any of the following reasons:
  i. to care for the employee’s child, spouse, parent, or parent of a spouse who is suffering from a physical or mental illness, injury, or medical condition that requires home care, professional medical diagnosis or care, or preventative medical care;
  ii. to care for the employee’s own physical or mental illness, injury, or medical condition that requires home care, professional medical diagnosis or care, or preventative medical care;
  iii. to attend the employee’s routine medical appointment or a routine medical appointment for the employee’s child, spouse, parent, or parent of spouse;
  iv. to address the psychological, physical, or legal effects of domestic violence; or
  v. to travel to and from an appointment, a pharmacy, or other location related to the purpose for which the time is taken.

c. Notice Requirement
  i. An employee must notify their Supervisor before using earned sick time, except in an emergency. CRJ requires at least a five (5) day notice before using sick time unless the employee learns of the need to use earned sick time in a shorter period. For unforeseeable absences, “reasonable” notice is required. What is “reasonable” will vary depending on the circumstances.
  ii. For multi-day absences, CRJ/HR may require notification of the expected duration of the leave. If unknown, CRJ/HR may require daily notification from the employee (or
the employee’s family member) unless the circumstances make that unreasonable.

d. The CRJ Sick Time Policy can be found on the HR webpage.

**Vacation Days**

Unless otherwise specified in the employee’s offer letter, all regular full-time benefit-eligible employees begin to earn vacation according to their years of service from their benefit eligible anniversary start date as follows:

a. 1st – 24th months............10 days/year accrued at 3.08 hours/bi-weekly pay period
b. 25th – 48th month...........15 days/year accrued at 4.62 hours/bi-weekly pay period
c. 4 or more years.............20 days/year accrued at 6.15 hours/bi-weekly pay period

*It is recommended that full-time employees use vacation time in 4 or 8 hour increments.*

*Part-time employees can accrue vacation time and the accruals are based on the employee’s scheduled hours’ noted in Payroll at the time of hire. Accrual rates may vary. (Contact HR regarding accrual rates).*

Vacation hours will not accrue for otherwise eligible employees while on leave of absence or any type of leave greater than fourteen (14) days without pay.

Employees will be allowed to carry one (1) full year of accrued vacation time into the next vacation year. However, no employee will be allowed to carry more than two (2) full years of accrued vacation at any time. Any vacation time accrued in excess of two-year allowance will be forfeited.

Employees shall give notice to their supervisors of their intention to use accrued vacation at least thirty (30) days in advance, with exceptions allowed on a case-by-case basis. Unused accrued vacation time may be automatically applied to a leave which would otherwise be unpaid, as determined by Human Resources.

Unused accrued vacation hours will be paid upon termination of employment or change of status.

The use of vacation time within the year that it is accrued is strongly encouraged.

**Holidays and Floating Holidays**

All benefit-eligible employees are entitled to seven scheduled paid holidays per year. The scheduled holidays recognized by CRJ include:

- January 1.............................New Year's Day
- January (3rd Monday).............Martin Luther King Jr. Day
- May (last Monday)..................Memorial Day
- July 4.................................Independence Day
- September (1st Monday).........Labor Day
- November (4th Thursday).......Thanksgiving
- December 25..........................Christmas

Holidays falling on Saturday will be observed on the preceding Friday. Those falling on Sunday will be observed on the following Monday.
In addition to the seven (7) regularly scheduled holidays, there are four (4) additional days given to all full time benefit eligible employees to be taken as floating holidays. New employees hired on or before the 15th of the second month in the quarter will be eligible for the floating holiday for that quarter.

If an employee is on unpaid medical leave they will not be paid for the holiday.

If a holiday falls on an employee's vacation, the employee will be paid for the holiday.

**Jury Duty**
Employees called for jury duty shall be granted leave with pay. Full-Time exempt employees will be paid through the time of jury service. Non-exempt or part-time employees will be paid based on the employee's originally regularly scheduled hours for the day(s) in question.

Written notification is required and employees will need to submit a copy of the notice of impending jury duty to the Payroll/HR Department.

Proof of service and verification of payment received for jury duty is required and any payment received from court is required to be signed over to the payroll department as reimbursement. Lack of proof may result in the leave being unpaid.

**Bereavement Leave**
Full-time benefit-eligible employees may receive up to three (3) days paid bereavement leave upon the death of members of their immediate family/household. Immediate family for this purpose includes spouse/partner; child; foster child or step-child; father or step-father; father-in-law; mother or step-mother; mother-in-law; brother or step-brother; brother-in-law; sister or step-sister; sister-in-law; and grandparents of either spouse/partner.

One (1) day paid leave may be taken upon the death of other relatives, i.e. aunts and uncles.

Additional days may be taken for unusual situations with advance approval of a supervisor and will be charged as vacation time or taken without pay.

CRJ may request that the employee present satisfactory evidence to support the claim for bereavement pay. Payment by CRJ may be withheld until such evidence is presented and accepted.

Part-time eligible employees (≥24 regularly schedule hours) may receive up to eight (8) hours paid bereavement leave upon the death of an immediate family member (as defined above). The amount of leave is determined by the employee’s scheduled, posted hours that were missed due to the loss.

**Family Medical Leave Act (FMLA)**
In accordance with the Federal Family and Medical Leave Act of 1993, CRJ has established a policy to allow eligible employees to take up to twelve (12) weeks of job protected unpaid leave for the following reasons:

a. For incapacity due to pregnancy, prenatal medical care, or child birth;

b. To care for the employee's child after birth, or placement for adoption or foster care;
c. To care for the employee's spouse, child, or parent who has a serious health condition, or
d. For a serious health condition that makes the employee unable to perform their job.

FMLA leave is also available for Military Caregivers and for active duty qualifying exigency.

The full **FMLA Policy** is located in **Appendix K** and incorporated herein by reference.

**Parental Leave**
CRJ provides Parental Leave to employees in compliance with the states in which it operates. In cases where state law mandates Parental Leave, it will run concurrently with CRJ’s Parental Leave Policy. Unless otherwise required by law, CRJ offers eight (8) weeks of unpaid leave to all full-time eligible employees:

i. for the purpose of giving birth;

ii. for the placement of a child under the age of 18 or under the age of 23 if the child is mentally or physically disabled for adoption with the employee who is adopting or intending to adopt; or

iii. for the placement of a child with an employee under a court order.

**Non-FMLA Medical Leave Of Absence**
Community Resources for Justice recognizes that an employee with a serious medical condition which makes the employee unable to perform their job may not be eligible for Family Medical Leave. An employee may request a Non-FMLA Medical Leave of Absence for the employee’s own medical condition only. CRJ may approve up to eight (8) weeks of unpaid leave with medical certification and other required documentation. CRJ reserves the right to restrict the duration of this leave if the leave will cause a major impact on business or any departmental operation.

**Eligibility Requirements:** An employee must be full-time, ineligible for FMLA, have completed three (3) consecutive months of employment, and worked for CRJ less than 12 months and 1,250 hours.

**Military Leave (USERRA)**
CRJ is committed to protecting the job rights of employees under the Uniformed Services Employment and Reemployment Rights Act (USERRA). All employees who are members of the National Guard, Naval Militia, Air National Guard or a reserve component of the US Armed Forces are guaranteed the rights to take an unpaid leave of absence from their civilian job for active military service and to return to their job with accrued seniority and other employment protections. For further details regarding the USERRA Military Leave Policy contact HR.

**Domestic Violence Leave**
Community Resources for Justice is committed to the health and safety of our employees and their families. CRJ provides leave to employees in accordance with the laws of the states in which we operate. As required by state law, CRJ also provides unpaid to leave to employee are victims of crimes or who are the immediate family members of those who are victims of certain crimes. Employees are encouraged to come to Human Resources for help and assistance with resources, all such visits will be kept confidential to the full extent allowed by law.
The full *Domestic Violence Leave Policy* is located in Appendix L, and incorporated herein by reference.

**Confidentiality**

A request for leave by an employee who has requested confidentiality as to the need for leave under this policy is to be respected, kept confidential, and restricted to those with a need to know: department Supervisors and HR to the full extent allowed by the law. In other cases, confidentiality and propriety are to be observed by all Supervisors and employees insofar as possible. In cases where employees have communicated to co-workers their need for a leave, there should be no expectation of confidentiality.
SECTION IX. BENEFIT PROGRAMS

Medical Insurance
CRJ offers employees regularly scheduled to work a minimum of 30 hours per week and the employees’ eligible dependents enrollment in medical insurance coverage. The coverage is effective 30 days from the date of hire.

Health Reimbursement Account
CRJ contributes into a Health Reimbursement Account (HRA) plan that can be used towards an eligible employee’s deductible and co-pays.

Medical Premium Reimbursements (Medical Opt-Out)
CRJ employees who are regularly scheduled to work 40 hours per week and who have declined coverage under CRJ’s Medical Insurance (because they are covered under someone else’s plan, i.e. spouse, parent, another employer’s plan) are eligible to be reimbursed up to $125.00 per month. In order to be reimbursed monthly, the employee must provide proof of coverage under someone else’s plan. In addition to a copy of a pay stub from the person providing their medical coverage, employees must show the name of the person and the person’s pay stub recording the amount paid. The employee is eligible to participate effective 30 days from the date of hire.

Dental Insurance
CRJ offers employees regularly scheduled to work a minimum of 20 hours per week and the employees’ eligible dependents enrollment in dental insurance coverage. Employees scheduled to work 20 – 39 hours a week pay 100 percent of the dental premium. The coverage is effective 30 days from the date of hire.

Vision Insurance
CRJ offers employees regularly scheduled to work a minimum of 20 hours per week and the employees’ eligible dependents enrollment in vision insurance coverage. This premium is 100 percent paid by the employee. The coverage is effective 30 days from the date of hire.

Domestic Partner Coverage
CRJ offers Domestic Partner Coverage. The domestic partners are persons who are at least 18 years of age, are not legally married, and are not related in any way that would prohibit marriage under the CRJ’s states of operation. The domestic partners must share a permanent residence and produce proof shared residence or shared household expenses at the time of benefit enrollment.

Flexible Spending Accounts (Section 125 Plans)
CRJ offers regular full time employees voluntary Flexible Spending Accounts. Flexible Spending Accounts are pre-taxed. A FSA increases an employee’s take-home pay by reducing their taxable income. The employee is eligible to participate effective 30 days from the date of hire. CRJ offers the following:
**Healthcare FSA**  
Which reimburses eligible health care, dental, and vision expenses, including insurance deductibles, copayments, and other types of related out of pocket cost. Participants can carryover $500 to the next fiscal year.

**Dependent Care FSA**  
The Dependent Care FSA reimburses eligible daycare expenses that are work related. Participants must use these account monies by the end of the fiscal year or risk losing it.

**Parking and Transit FSA**  
This FSA reimburses for transportation and parking expenses that are work related. Participants must use these account monies by the end of the fiscal year or risk losing it.

**Group Basic Life / Accidental Death and Dismemberment**  
CRJ offers regular full-time employees a 100 percent employer-paid basic group life insurance policy along with an accidental death and dismemberment policy. Employees should consult Human Resources for plan details.

**Short-Term Disability Insurance (STD)**  
Full time employees accrue 1.54 hours each pay period to a maximum benefit of 40 hours per year into their STD accrual bank. If the employee qualifies for Short Term Disability payments they will also draw up to 32 hours from the STD accrual bank as a supplement to the their STD benefits.

Once approval is received the STD claim will pay sixty (60) percent of the weekly wage and STD accruals will be used to supplement the regular weekly wage. No Employee will receive any pay in lieu of accrued STD time. All accrued STD hours will be canceled without compensation upon separation of employment from CRJ. Contact the Benefits Manager for information about the use of accrued vacation and sick days during the STD waiting period of fourteen (14) days.

**Voluntary Long-Term Disability Insurance**  
CRJ offers regular full-time employees, earning an annual salary of at least $15,000, a 100 percent employee-paid long term disability plan. This plan provides benefit for “long term” disability resulting from a covered injury or sickness. The employee may elect a monthly benefit equal to 60 percent of covered earnings, up to a maximum benefit of $6,000 per month. Benefits begin after 180 consecutive days of total disability. Benefits will not extend beyond the longer of Social Security Normal Retirement Age. Eligible employees can elect to participate effective 30 days from the date of hire.

**Worker’s Compensation Insurance**  
CRJ is covered under statutory workers’ compensation laws. Workers’ compensation is insurance providing wage replacement and medical benefits to CRJ employees injured in the course of employment. All employees are eligible for Workers’ Compensation. All work-related injuries must be reported immediately by the employee to their immediate supervisor and/or Department/Program Director. All work-related injuries must be reported by completing and submitting an Accident Report no later than 24 hours after the incident to the Human Resources Department.
401(k) Retirement Plan
CRJ offers a voluntary salary deferral program, in which all employees who are 21 years of age or older may elect to participate. Employees are allowed to contribute to a 401(k) pre-tax program and/or Roth after tax program. Eligible employees can elect to participate as of an effective date 30 days after their date of hire.

Once an employee has met the eligibility requirements of six (6) months continuous employment, CRJ may match a portion of the deferrals the employee contributes during the year. This contribution is calculated and deposited on a per-payroll basis. Further details may be obtained from Human Resources. For information on enrolling, please visit the Human Resources link in the Staff Area of CRJ’s website [www.crj.org/private].

Tuition Reimbursement
CRJ offers tuition reimbursement up to $1,500 per fiscal year to employees for qualified educational expenses and successful completion of courses for undergraduate, graduate, and professional certificate programs in accredited colleges and universities. All Full-time active employees are eligible for the Tuition Reimbursement Program upon the completion of three (3) months of continuous employment prior to the time of course or program enrollment. The course(s) taken must be job related or related to the Human Services Occupational field. This Tuition Reimbursement Program is IRS tax-exempt. Further details may be obtained from Human Resources.

Tuition Remission Program
CRJ participates in the tuition remission program sponsored by the Board of Higher Education and administered by the Massachusetts Council of Human Services Providers. This program enables employees to attend undergraduate courses at any Massachusetts state-supported college or university on a tuition-free basis if they work in a program funded by EOHHS. This program does not cover the cost of fees, books, and other expenses. To be eligible, an employee must be active working at least 30 scheduled hours a week and have completed 6 months of continuous employment. Further details may be obtained from Human Resources.

MBTA Pass Program
CRJ offers a MBTA Pass Program. Passes may be purchased through payroll deductions on a pre-tax basis as allowed by Federal and State Laws. Deductions are withdrawn from an employees pay one month in advance of the effective date of the pass. All commuter pass orders or changes must be submitted by the 10th of the month to Human Resources Benefits.

LifeWorks Support and Services
CRJ offers LifeWorks Support and Services. This Program is here to help employees manage personal issues at work or home. The program is brought to the employee and their family free of charge. The Program provides support through an Employee Assistance Program (EAP), a referral service for short-term, solution-focused counseling. An employee and/or their family member may receive up to three (3) free in-person sessions with a counselor. Consultants are available 24 hours a day, seven days a week. LifeWorks Support and Services also includes: legal and financial consultations, child care, education, and eldercare referrals. Visit [www.Lifeworks.com](http://www.Lifeworks.com). User ID: communityrj Password: resources Click on - Find a
Counselor or other services you might need under Quick Links. For easy access call 24/7: 1-888-456-1324.

**LifeWorks Wellness Program (A Component of LifeWorks Support and Services)**

CRJ offers LifeWorks Wellness, a free, confidential program that offers personal health coaching and an array of helpful online wellness tools to help employees take care of their health. LifeWorks Wellness offers employees a wide array of online tools and resources to help them take charge of their health, including: Nutrition Tools, Exercise Tools, Mobile Apps, Workshops, Team Challenges, and Incentive Programs. To register, go to [www.lifeworks.com](http://www.lifeworks.com); User id: communityrj; Password: resources; Click on Wellness Tools under Quick Links.

**Employee Referral Bonus**

At CRJ, we encourage all employees to refer qualified applicants for our programs. We have found some of our best employees this way. To reward this effort, employees who make a referral resulting in a hire for a position at CRJ will receive a bonus, the level of which is dependent on whether the candidate is hired for Management (manages more than one employee), as a full-time hire, or for a part-time hire. Employees will automatically receive half the bonus after the candidate is employed for three months and the second half after the candidate has been employed for six months. The employee’s name must be entered by the candidate under “How did you hear about Community Resources for Justice?” next to “CRJ employee” on their online application. The employee must also be actively employed by CRJ when the candidate hits the three month and six month marks. Employees should contact Human Resources for details.

**Professional Development**

CRJ encourages professional development among its employees. An employee may request an adjustment to his or her work schedule in order to attend undergraduate, graduate, and specialized training or educational programs at local colleges, universities, or approved training institutions. CRJ, however, cannot promise that it can always honor the request due to business concerns. Therefore, an employee should not assume a request would be granted.

Benefit-eligible employees may be given paid leave, with approval by the Department Director, to attend conferences and meetings relevant to their professional interests for periods generally not to exceed five (5) consecutive days.

When approved in advance by the Department Director, employees may also be authorized to receive reimbursement for reasonable expenses associated with conferences and meetings of direct importance to CRJ. Training-related expenses under $150.00 within the state may be approved by the Program Director.

Other education or professional training leave may be approved in accordance with the procedures outlined above. Employees taking extended educational leave will not receive salaries or benefits during this time.
SECTION X. CAREER DEVELOPMENT, PERFORMANCE MANAGEMENT, JOB LEVELS, AND JOB DESCRIPTIONS

eAcademy
In cooperation with the Massachusetts Human Services Providers Association, CRJ has developed a sophisticated on-line training website to support the continued education and development of our staff. This benefit is free to all employees, and represents an excellent educational resource.

CRJ’s on-line training site offers full-time and part-time employees a variety of classroom, on-line, and certificate courses, including the new Human Services Certificates, recognized statewide. Many of the courses are eligible for continuing education credits needed to keep professional credentials and certifications current.

All new employees are set up with accounts by the Employee Relations Manager/Training in Human Resources, and any questions should be directed to the Human Resources Department.

Training
Employees will be paid their regular salary/wages for time spent in compulsory training once approved in writing by their Department Director/Program Director or Supervisor.

Benefit-eligible employees and part time employees are encouraged to participate in a minimum of forty (40) hours of professional development training during their annual performance review cycle, pro-rated for employees with less than one year of service. Accreditation, certification, and licensing standards may require additional training for staff working in certain CRJ programs. Employees should make themselves aware of any additional training requirements.

All employees are required to participate in professional development training and are responsible for notifying their Program Director(s) of their individually completed training hours.

New employees may receive training and/or certification credit hours for certain verified training received prior to employment with CRJ.

New Employee Orientation
All new employees are required to attend CRJ’s New Employee Orientation within the first day of employment, or within the first week of employment with HR/Talent Acquisition's permission.

New employees will be issued the CRJ Employee Handbook at orientation. New employees shall sign a receipt at orientation confirming they have been issued the Employee Handbook. Employees are responsible to know and understand the contents of the Employee Handbook. Any changes to the Employee Handbook will be communicated to employees on the on-line version of the Employee Handbook. The on-line Employee Handbook is located under the Human Resources link in the Staff Area of CRJ’s website (www.crij.org/private).
Membership in Professional Organizations
For the purpose of this section, a professional organization is defined as a formally organized affiliation of professionals united for the development of professional activity and knowledge related to the mission of CRJ.

Participation in a professional organization is a means of enhancing professional skills, increasing knowledge, improving abilities, supporting individual growth and demonstrating leadership; and is encouraged for all employees.

Employees may request membership dues to enroll one (1) such professional organization to be paid by CRJ, at the discretion of their Supervisor. A request for reimbursement, along with copies of a membership card, certificate or dues payment should be submitted to the Human Resources Manager. Employees actively associated with a professional group may submit a request, with reasonable notice to Human Resources, for time of with or without pay for events directly related to the mission of CRJ. Employees will be notified if their request is approved, and should not assume the request will be approved.

Reasonable expenses associated with these events may be reimbursed with prior written approval by the Chief Executive Officer or their designee.

Performance Reviews and Individual Development Plans
Orientation Period Performance Reviews
An orientation status performance review will be conducted after 3 months of uninterrupted employment. This review will determine an employee’s initial suitability and appropriateness in their position and/or continued employment with CRJ. Employees may also be involved in completing an Individual Development Plan to guide their progression and performance.

Individual Development Plan
An Individual Development Plan (IDP) provides the employee with information about assigned trainings, competencies or functional responsibilities that their supervisor would have them focus on throughout their performance review period. All employees will receive an Individual Development Plan at three months from their date of hire and annually at the time of their performance review for the coming review period.

Performance Review
- The employee’s annual performance review will be conducted one (1) year from the employee’s date of hire.
- Performance reviews are used to examine the employee’s performance, verify compliance with terms of employment; set future performance goals, and recommend, if appropriate, a salary/wage adjustment. The employee shall be allowed to provide written comments in response to the performance review.

Change of Status
CRJ reserves the right to transfer, retain, promote, or demote employees to other programs or positions at its discretion. Employees may apply for an internal transfer, lateral move, development/promotional opportunity after completing six (6) months in their current position. The employee’s current supervisor will be notified by TA of the application once the hiring manager decides to conduct reference checks and make a job offer to the employee.
Out of Cycle Performance Reviews
Employee(s) or their supervisor(s) may request/initiate out-of-cycle performance reviews to recognize demonstrated outstanding performance of employees, or review the unsatisfactory performance of employees.

Job Levels and Job Descriptions for Staff at CRJ
The descriptions below are used so that all CRJ positions, regardless of job title, may be compared for compensation (e.g., E1, B2, D, etc...), staffing, career development, and career planning purposes in a consistent manner across all programs. Not all elements of these generic descriptions necessarily apply to any individual position. For career planning and development, refer to CRJ’s Performance Management System.

Individual Contributor (non-exempt) E1 & 2

Individual Contributor – E2
The E2 is an entry-level position for the direct service workforce and requires no previous experience with human services or a specific client population. Requirements are: basic reading, writing, and spoken English; physical competence as required; and the ability to work effectively with clients and as a team member. This is a training level position. The job incumbent must demonstrate the ability to acquire the necessary skills in a timely fashion, and to operate at acceptable levels of reliability, productivity and professionalism. This position typically requires a high-school diploma or equivalent education and reports to a Supervisor.

Individual Contributor – E1
The E1 is for a fully trained staff member who has met the necessary certification requirements, and performs their assigned tasks at acceptable levels of accuracy, quality, and productivity. A minimum of six (6) months to one (1) year is usually required to reach this level, but exceptional employees may be promoted into this level sooner, or hired into this level based on previous training and experience. This position typically reports to a Supervisor.

Professional Staff

Professional – I
The C3 and D level may be an exempt or non-exempt position that requires no previous experience with human services or a specific client population, although a Bachelor's Degree in a related field is usually required. Prior experience in the field may be substituted for a degree, unless the specific job has academic requirements necessary for certification as a service provider. The positions will have the responsibility for accomplishing programmatic or client-specific objectives and will act independently in achieving those objectives by exercising their judgment and expertise. This is a training level position for some jobs, but may be a permanent level for exempt jobs that do not require either a degree or specialized training. This position typically reports to a Supervisor or Director.

Professional – II
The C1 and C2 levels are fully trained professionals in a specific field or discipline, and usually require either a relevant Bachelor's Degree or equivalent experience. A college degree may be required for certification purposes in some jobs. These professional levels may
have the responsibility for developing client programs or plans, and implementing those plans. They may also have the responsibility for training non-exempt staff, and acting as a resource to those requiring their level of education and/or specialized experience to help them in their jobs. This position typically reports to a Supervisor or Director.

**Senior Professional**
The B2 is a senior-level exempt professional, usually requiring a Master's Degree or other advanced credentials and training to perform his/her tasks. The Senior Professional is considered to be an expert in their field, and may act as trainer and mentor to other lower level professional staff. This position typically reports to a Director or Executive.

The following chart references the CRJ competency (building blocks) framework for the following management categories.

<table>
<thead>
<tr>
<th>Leadership Competencies</th>
<th>Building Blocks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic Leadership</td>
<td>Mid-Management</td>
</tr>
<tr>
<td><strong>All Core Competencies plus:</strong></td>
<td><strong>All Basic Leadership Competencies plus:</strong></td>
</tr>
<tr>
<td>Flexibility</td>
<td>Resilience</td>
</tr>
<tr>
<td>Interpersonal Skills</td>
<td>Team Building</td>
</tr>
<tr>
<td>Self-Direction</td>
<td>Influencing/Negotiating</td>
</tr>
<tr>
<td>Coaching &amp; Feedback</td>
<td>Staffing &amp; Development</td>
</tr>
<tr>
<td>Diversity</td>
<td>Performance Management</td>
</tr>
<tr>
<td>Technical/Functional Credibility</td>
<td>Accountability</td>
</tr>
<tr>
<td>Resourcefulness</td>
<td>Collaboration/Partnering</td>
</tr>
</tbody>
</table>

**Basic Competencies** *(Applicable to All Employees)*

- Customer Focus
- Communication Skills
- Team Effectiveness
- Problem Solving & Decision Making
- Adaptability/Cooperation
- Continuous Development
- Initiative
- Process Improvement

**Managerial Staff**
**Line Management**
This is the first level of management, and typically supervises non-exempt employees. The position does not have responsibility for budgets, although the supervisor may handle some purchasing and petty cash functions. They have input into their employees' performance reviews, but decisions on salary increases, hiring, and terminations are made by the supervisor's Manager. This position does not require a college degree or previous management experience. The supervisor usually has several years of relevant experience, often as a non-exempt employee performing the tasks to be supervised. The position requires strong interpersonal skills and good written, verbal, and math skills. Competency in Microsoft Word and Excel is preferred.

**Mid-Management**
The Supervisor typically supervises exempt, as well as non-exempt staff, and is responsible for performance reviews, hiring, terminations, and budgetary decisions for their department or program. The incumbent usually has a college degree or equivalent education and experience. In addition to direct program or departmental responsibilities, the Supervisor is expected to contribute to the organization as a whole, to comply with CRJ policies and procedures, as well as to initiate improvements and changes as needed. This position typically reports to a more senior Manager, Director, or Executive.

**Senior Management**
The Senior Manager has a broad span of control, either for multiple programs or for a functional area of CRJ. The incumbent usually has at least a Bachelor's degree, if not an advanced degree and/or equivalent education and experience in their field. The position requires management of internal and external relationships to CRJ and can commit CRJ to contractual obligations, usually with executive review. They have budgetary responsibility for one or more programs, and their performance has a significant impact on CRJ's overall success. This position typically reports to an Executive.

**Executive**
An executive is a member of the executive management team, and is an officer of the corporation. The incumbent has at least a Bachelor's degree, and often an advanced degree and/or equivalent education and experience in their field. The position requires management of relationships external to CRJ as well as internal, and the Executive can commit CRJ to contractual obligations. The position also has significant contact with the Board of Directors. This position reports to the President/CEO.

**President/CEO**
The President/CEO has total oversight of all aspects of the Agency through his/her Executive direct Reports, and is subject to review and guidance from the Board of Directors.

**Job Descriptions**
CRJ maintains position descriptions, which provide the name of the position (title), chain of command, FLSA (Fair Labor Standards Act) status, salary, job purpose, basic/professional and management competencies, job requirements, technical requirements, essential functions and job qualifications. The descriptions will be reviewed and updated periodically, as business and program needs require.
RECEIPT AND COMPLIANCE ACKNOWLEDGEMENT

My signature below or electronic signature (attached) acknowledges that:

- I take responsibility to read, understand (and ask questions of HR if I don’t understand), and comply with CRJ’s Employee Handbook. I agree to follow all rules and policies contained within those documents and any additional rules or expectations that apply to my job/position.
- I understand that the Employee Handbook only represents current policies, practices and benefits and that it does not create a contract of employment. I also understand that CRJ retains the right to change policies, benefits and practices from time to time as it deems necessary.
- I further understand that I have the right to terminate my employment at-will at any time, without notice, and for any reason and that CRJ has the same right.
- I acknowledge that I have the responsibility to read, understand and comply with all of the following:
  - The content of Employee Handbook, and
  - The following Appendices to the Handbook:
    - Appendix A – ADA and Complaint Resolution Policy
    - Appendix B - Electronic Communications – Appropriate Use Policy
    - Appendix C – Social Media/Networking Policy
    - Appendix D - Sexual Harassment Policy
    - Appendix E - Policy Prohibition Against Discrimination, Harassment, Abusive Behavior, Bullying and Cyber Bullying
    - Appendix F –Health and Safety Policy
    - Appendix G –Alcohol and Drug-free Workplace Policy
    - Appendix H - Violence and Weapons in the Workplace and Workplace Searches Policy
    - Appendix I – Open Door Policy -
    - Appendix J - Whistleblower Policy
    - Appendix K - FMLA Policy
    - Appendix L - Written Information Security Program (WISP)
    - Appendix M- Code of Ethics (ICCA)
    - Appendix N – HIPAA

I acknowledge that I received an electronic copy of the Employee Handbook during the Pre-boarding Process and I also understand that the most current Employee Handbook is electronically available on CRJ’s Intranet (staff access) and that it is my responsibility to review, and familiarize myself with the Handbook and Appendices noted above.

I acknowledge that I am responsible for keeping myself up-to-date on changes to this document through the electronic communication channels available to me.

_________________________________________  ______________________________
Employee’s Signature                              Dated:

Note: The original signed Acknowledgement will be placed in your personnel file in HR.
Appendix A – ADA and Complaint Resolution Policy

PURPOSE
The Americans with Disabilities Act (ADA) and the Americans with Disabilities Amendments Act (ADAAA) are federal laws that mandate that employers with 15 or more employees may not discriminate against applicants and individuals with disabilities and, when needed, must provide reasonable accommodations to applicants and employees who are qualified for a job, with or without reasonable accommodations, so that they may perform the essential job duties of the position.

It is the policy of CRJ to comply with all federal and state laws concerning the employment of persons with disabilities and to act in accordance with regulations and guidance issued by the Equal Employment Opportunity Commission (EEOC). Furthermore, it is CRJ policy that qualified individuals with disabilities will not be discriminated against with regard to application procedures, hiring, advancement, discharge, compensation, training or other terms, conditions and privileges of employment.

PROCEDURES
When an individual with a disability requests accommodation and can be reasonably accommodated without creating an undue hardship or causing a direct threat to workplace safety, he or she will be given the same consideration for employment as any other applicant. Applicants who pose a direct threat to the health, safety and well-being of themselves or others in the workplace when the threat cannot be eliminated by reasonable accommodation will not be hired.

CRJ is committed to complying with all applicable provisions of the Americans with Disabilities Act ("ADA"). It is CRJ’s policy not to discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such individual’s disability or perceived disability so long as the employee can perform the essential functions of the job. Consistent with this policy of non-discrimination, CRJ will provide reasonable accommodations to any qualified individual with a disability, as defined by the ADA, who has made CRJ aware of his/her disability, provided that such accommodation does not impose an undue hardship on CRJ, or cause a direct threat to these individuals or others in the workplace and the threat cannot be eliminated by reasonable accommodation.

Employees with a disability who believe they require a reasonable accommodation to perform the essential functions of their job should contact the Human Resources Department. CRJ encourages individuals with disabilities to come forward and request reasonable accommodations.

Procedure for Requesting an Accommodation
On receipt of an accommodation request, a member of the Human Resources Department and your supervisor will meet with you to discuss and identify the precise limitations resulting from the disability and the potential accommodation that CRJ might make to help overcome those limitations. This may include documentation or communication with your healthcare provider to determine the nature of the disability and necessary accommodations.

CRJ will determine the feasibility of the requested accommodation considering various factors, including but not limited to the nature and cost of the accommodation, the availability of tax credits and deductions, outside funding, CRJ overall financial resources and organization, and the accommodation’s impact on the operation of CRJ, including its impact on the ability of other employees to perform their duties and on CRJ’s ability to conduct business.

CRJ will inform the employee of its decision regarding accommodations within a reasonable period of time. If the accommodation request is denied, the employee will be advised of his/her right to appeal the decision by submitting a written statement explaining the reasons for the request, and any documentation of the disability and need for accommodation that the employee may have. If the request on appeal is denied, the decision is final.
The ADA does not require CRJ to make the best possible accommodation, to reallocate essential job functions, or to provide personal use items (i.e., eyeglasses, hearing aids, wheelchairs, etc.).

An employee or job applicant who has questions regarding this policy or believes that he or she has been discriminated against based on such an ADA recognized disability should notify the Human Resources Department. All such inquiries or complaints will be treated as confidential to the extent permissible by law.

All employees are required to comply with CRJ’s operational safety standards. Current employees who pose a direct threat to the health or safety of themselves or other individuals in the workplace will be placed on leave until an organizational decision has been made in regard to the employee’s immediate employment situation.

Individuals who are currently using illegal drugs are excluded from coverage under CRJ ADA policy.

The HR department is responsible for implementing this policy, including the resolution of reasonable accommodation, safety/direct threat and undue hardship issues.

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. ‘Genetic information,’ as defined by GINA, includes an individual’s family medical history, the results of an individual’s or family member’s genetic tests, the fact that an individual or an individual’s family member sought or received or received genetic services, and genetic information of a fetus carried by an individual or an individual’s family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services. In the event that an employee provides medical documentation including this information or the employer otherwise inadvertently acquires this information, it will be immediately disregarded.

**ACCOMMODATION OF PREGNANT EMPLOYEES**

A pregnant employee requiring a temporary change to how, when, or where she works due to pregnancy or related conditions may request an accommodation under this policy. The Company will approve such a request so long as the accommodation requested is reasonable and will not create an undue hardship for the Company. This determination will be made on a case-by-case basis, considering whether a requested accommodation is reasonable or would create an undue hardship after considering the nature of the accommodation, the business needs of the company and its customers, the needs of the company’s other employees, the company’s operations, and the company’s resources.

**COMPLAINT POLICY**

This Policy is established to meet the requirements of the Americans with Disabilities Act. It may be used by anyone who wishes to file a complaint alleging discrimination on the basis of disability in employment practices and policies or the provision of services, activities, programs, or benefits by CRJ.

Any employee wishing to file a complaint alleging discrimination due to an ADA protected disability, should do so in writing and contain information about the alleged discrimination such as name, address, telephone number of complainant and location, date, and description of the problem. Alternative means of filing complaints, such as personal interviews or a tape recording of the complaint will be made available for persons with disabilities upon request.
The complaint should be submitted by the person affected and/or his/her designee as soon as possible but no later than 60 calendar days after the alleged violation to:

Community Resource for Justice  
Attention: Benefits Manager  
500 Harrison Avenue, Suite 1-F  
Boston, MA 02118  
Phone: 617-423-2020, Extension 2108

Within 15 calendar days after receipt of the complaint, the ADA Coordinator will meet with the complainant to discuss the complaint and possible resolutions. Within 15 calendar days after the meeting, the ADA Coordinator will respond in writing and, where appropriate, in a format accessible to the complainant, such as large print, Braille, or audiotape. The response will explain the position of CRJ and offer options for substantive resolution of the complaint.

If the response by the ADA Coordinator does not satisfactorily resolve the issue, the complainant and/or his/her designee may appeal the decision of the ADA Coordinator within 15 calendar days after receipt of the response to Human Resources Manager or his or her designee.

Within 15 days after receipt of the appeal, the Human Resources Manager (or his/her designee) will meet with the complainant to discuss the complaint and possible resolutions. Within 15 calendar days after meeting, the Human Resources Manager (or his/her designee) will respond in writing and where appropriate, in a format accessible to the complainant, with a final resolution of the complaint.
Appendix B – Appropriate Use of Electronic Communications

This space was intentionally left blank – policy approval is pending
Appendix C – Social Media/Networking Policy

This space was intentionally left blank – policy approval is pending
Appendix D – Sexual Harassment Policy

CRJ expects all employees to conduct themselves in a professional manner and to always treat co-workers, clients, customers, and business associates with respect. Harassment of any type undermines the victim’s sense of personal dignity as well as our focus on teamwork.

Sexual harassment of employees occurring in the workplace or in other settings in which employees find themselves in connection with their employment is unlawful and will not be tolerated. Further, any retaliation against an individual who complains about sexual harassment or cooperates with an investigation of a sexual harassment complaint is similarly unlawful and will not be tolerated. To achieve our goal of providing a workplace free from sexual harassment, the conduct described in this policy will not be tolerated and we have provided a procedure by which inappropriate conduct should be handled, if encountered by employees.

This policy applies to all phases of employment, including but not limited to recruiting, testing, hiring, promoting, demoting, transferring, laying off, terminating, paying, granting benefits and training.

While this policy sets forth CRJ’s intent to provide a safe workplace free of sexual harassment, the policy is not intended to limit management’s authority to discipline or take remedial action for conduct, which we deem unacceptable, regardless of whether that conduct satisfies the legal definition of sexual harassment.

NON-RETALIATION POLICY
Any employee who files a complaint of harassment or other discrimination in good faith will not be adversely affected in terms and conditions of employment and will not be retaliated against or discharged because of the complaint. Additionally, CRJ will not tolerate retaliation against any employee who, in good faith, cooperates in the investigation of a complaint. Employees at all levels of CRJ should understand the importance of reporting complaints of harassment, and communicating those complaints to the appropriate level of management. It is the practice of CRJ to protect complainants and witnesses from any retaliation from any source as a result of initiating or supporting a sexual harassment allegation. Anyone who engages in such retaliatory behavior will be subject to appropriate discipline, up to and including termination.

DEFINITION
Sexual harassment is a form of illegal sexual discrimination that includes unwanted sexual advances, or visual, verbal or physical conduct of a sexual nature. This definition encompasses many forms of offensive behavior and includes gender-based harassment of a person of the same sex as the harasser. Sexually harassing behavior includes unwelcome conduct such as: sexual advances, requests for sexual favors, offensive touching, or other verbal, visual or physical conduct of a sexual nature. Such conduct may constitute sexual harassment when it:
1. Is made explicitly or implicitly;
2. Is made an explicit or implicit condition of employment;
3. Is used as the basis for employment decisions;
4. Has the purpose or effect of unreasonably interfering with an individual’s work performance; or
5. Has the purpose or effect of creating an intimidating, hostile or offensive working environment.

Under these definitions, direct or implied requests by a supervisor for sexual favors in exchange for actually or promised job benefits such as a favorable review, pay increase, promotion, training, increased benefits, favorable hours or threats concerning continued employment constitutes sexual harassment. In addition, any unwelcome sexually oriented conduct, intended or not, that has the effect of creating a workplace environment that is hostile, offensive, intimidating or humiliating to male or female workers may also constitute sexual harassment.
While it is not possible to list all of the additional circumstances that may constitute sexual harassment, the following are some examples of conduct, which if unwelcome, may constitute sexual harassment depending upon the circumstances, including the severity of the conduct and its pervasiveness:

1. Offering employment benefits in exchange for sexual favors;
2. Sexual advances or propositions, whether or not they involve physical contact;
3. Making or threatening reprisals after a negative response to sexual advances;
4. Sexual epithets, jokes, written or verbal references to sexual conduct, gossip regarding one’s sex life; comment on an individual’s body, comment about an individual’s sexual activity, deficiencies, or prowess;
5. Leering, whistling, brushing against the body, sexual gestures, suggestive or insulting comments;
6. Inquiries into one’s sexual experiences;
7. Discussion of one’s sexual activities;
8. Repeated sexual flirtations, advances or propositions;
9. Verbal abuse of a sexual nature, making or using derogatory comments, epithets, slurs, jokes, sexually related comments, graphic or degrading comments about an employee’s appearance, sexually degrading words used to describe an individual, suggestive or obscene notes, emails, letters or invitations;
10. Displaying sexually suggestive objects or pictures including cartoons, posters and vulgar e-mail messages; and/or
11. Any uninvited physical contact or touching, such as patting, pinching, assault, blocking movements or repeated brushing against another’s body.

Such conduct may constitute sexual harassment regardless of whether the conduct is between members of management, between management and staff employees, between staff employees, or directed at employees by non-employees conducting business with CRJ, regardless of gender.

**HARASSMENT BY NON-EMPLOYEES**

CRJ will also endeavor to protect employees, to the extent possible, from reported harassment by non-employees in the workplace, including customers, clients and suppliers.

**ELECTRONIC HARASSMENT**

All harassment (electronic or otherwise) based on sex is prohibited, and this policy and the definition contained within it apply equally to any harassment that takes place via electronic means. Using electronic communication, including but not limited to, sending sexually suggestive/explicit messages and pictures via email, text messages, and other social networking sites is strictly prohibited, regardless of whether the messages are sent during or outside of working time, inside or outside of the office. Dissemination of sexually explicit voice mail, e-mail, graphics, downloaded material or websites in the workplace is specifically prohibited.

**CONSENSUAL ROMANTIC OR SEXUAL RELATIONSHIPS**

CRJ strongly discourages romantic or sexual relationships between a Supervisor or other supervisory employee and his or her staff (an employee who reports directly or indirectly to that person) because such relationships tend to create compromising conflicts of interest or the appearance of such conflicts. In addition, such a relationship may give rise to the perception by others that there is favoritism or bias in employment decisions affecting the staff employee. Moreover, given the uneven balance of power within such relationships, consent by the staff member is suspect and may be viewed by others or, at a later date, by the staff member him or herself as having been given as the result of coercion or intimidation. The atmosphere created by such appearances of bias, favoritism, intimidation, coercion or exploitation undermines the spirit of trust and mutual respect that is essential to a healthy work environment. If there is such a relationship, the parties need to be aware that one or both may be moved to a different department, or other actions may be taken at the discretion of CRJ.
If any supervisory employee of CRJ enters into a consensual relationship that is romantic or sexual in nature with a member of his or her staff (an employee who reports directly or indirectly to him or her), or another subordinate member of the same department, the parties must notify the Human Resources Director or other appropriate corporate officer. Because of potential issues regarding quid pro quo harassment, CRJ has made reporting mandatory. This requirement does not apply to employees who do not work in the same department or to parties who do not supervise or otherwise manage responsibilities over the other.

Once the relationship is made known to CRJ, CRJ will review the situation with Human Resources in light of all the facts (reporting relationship between the parties, effect on co-workers, job titles of the parties, etc.) and will determine whether one or both parties need to be moved to another job or department. If it is determined that one party must be moved, and there are jobs in other departments available for both, the parties may decide who will be the one to apply for a new position. In all other situations, CRJ will make the determination based on what will be least disruptive to the organization as a whole. If it is determined that one or both parties must be moved, but no other jobs are available for either party, the parties will be given the option of terminating their relationship or resigning.

**PROCEDURE FOR COMPLAINTS OF SEXUAL HARASSMENT**

1. Any employee (including all supervisors and managers) who feels that he or she is the subject of sexual harassment is encouraged to report the incident verbally or in writing, to the Human Resources Department (Employee Relations Manager or HR Director) whenever possible. He or she may also informally or formally report the harassment to his or her immediate supervisor. In the event that the employee’s supervisor is unavailable, or the employee believes it would be inappropriate to contact that person, he or she may informally or formally report the harassment to the immediate supervisor’s manager.

2. All employees of CRJ have a responsibility to report any harassment that he or she has observed. In order to help ensure a harassment-free environment, CRJ asks that all complaints of sexual harassment be reported within 90 days, so that a rapid response and remediation may occur. Any employee who has witnessed a potential sexual harassment should immediately report the incident, verbally or in writing, to their supervisor or Human Resources Department (Employee Relations Manager or HR Director). Formal or informal reports may also be made to their supervisor’s manager.

3. All supervisory employees are required to report any complaints of sexual harassment, brought to their attention, immediately to the Human Resources Department.

4. The Human Resources Department shall immediately and thoroughly investigate all complaints of sexual harassment. The investigation may be performed internally or by an impartial third party from outside CRJ. In either case it will be conducted in such a way as to maintain confidentiality to the extent practicable under the circumstances, and in a manner consistent with a fair and full investigation.

5. All employees have an obligation to cooperate with CRJ in enforcing this policy and investigating and remedying complaints.

6. Because CRJ considers sexual harassment to be a serious matter, if it is determined that inappropriate conduct has been committed by one of our employees, we will act promptly to eliminate the offensive conduct and initiate disciplinary action where it is appropriate. Such action may range from counseling to termination of employment.

7. In addition to filing a complaint with the Human Resources Department, employees who believe they have been subjected to sexual harassment may file a formal complaint with appropriate state and federal government agencies listed below. Using CRJ’s complaint process does not prohibit employees from filing a complaint with these agencies. Each agency has a short period for filing a claim, and time limits for filing complaints are included below. Employees must exhaust their administrative remedies prior to filing a civil action.

8. This policy shall be distributed to each employee annually. This policy will also be provided to all new employees when they are hired. Additionally, a copy of this policy shall be available in the Human Resources Department at all times.
<table>
<thead>
<tr>
<th>State and Federal Agency Addresses:</th>
<th>Time Period for Filing a Claim:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Massachusetts Employees</strong></td>
<td>300 Days</td>
</tr>
<tr>
<td>The United States Equal Employment Opportunity Commission (EEOC)</td>
<td>300 Days</td>
</tr>
<tr>
<td>1 Congress Street, 10th Floor</td>
<td></td>
</tr>
<tr>
<td>Boston, MA 02114</td>
<td></td>
</tr>
<tr>
<td>(617) 565-3200</td>
<td></td>
</tr>
<tr>
<td>Massachusetts Commission Against Discrimination (MCAD)</td>
<td>300 Days</td>
</tr>
<tr>
<td>One Ashburton Place, Room 601</td>
<td></td>
</tr>
<tr>
<td>Boston, MA 02108</td>
<td></td>
</tr>
<tr>
<td>(617) 727-3990</td>
<td></td>
</tr>
<tr>
<td>Massachusetts Commission Against Discrimination (MCAD)</td>
<td>300 Days</td>
</tr>
<tr>
<td>436 Dwight Street, Second Floor, Room 220</td>
<td></td>
</tr>
<tr>
<td>Springfield, MA 01103</td>
<td></td>
</tr>
<tr>
<td>(413) 739-2145</td>
<td></td>
</tr>
<tr>
<td>Massachusetts Commission Against Discrimination (MCAD)</td>
<td>300 Days</td>
</tr>
<tr>
<td>Worcester City Hall</td>
<td></td>
</tr>
<tr>
<td>455 Main Street, Room 100</td>
<td></td>
</tr>
<tr>
<td>Worcester, MA 06108</td>
<td></td>
</tr>
<tr>
<td>(508) 799-8010</td>
<td></td>
</tr>
<tr>
<td>Massachusetts Commission Against Discrimination (MCAD)</td>
<td>300 Days</td>
</tr>
<tr>
<td>New Bedford Office</td>
<td></td>
</tr>
<tr>
<td>800 Purchase St, Room 501</td>
<td></td>
</tr>
<tr>
<td>New Bedford, MA 02740</td>
<td></td>
</tr>
<tr>
<td>(508) 990-2390</td>
<td></td>
</tr>
</tbody>
</table>
**California Employees**

The United States Equal Employment Opportunity Commission (EEOC)
350 The Embarcadero, Suite 500
San Francisco, CA 94105-1260
Telephone: (800) 669-4000

Department of Fair Employment And Housing (DFEH)
1515 Clay Street, Suite 701
Oakland, CA 94612
(510) 622-2941

**Colorado Employees**

The United States Equal Employment Opportunity Commission (EEOC)
303 E. 17th Avenue
Suite 410
Denver, Colorado 80203
800-669-4000

Colorado Civil Rights Division
1560 Broadway, Suite 1050
Denver, CO 80202-5143
(303) 894-2997

**Connecticut Employees**

The United States Equal Employment Opportunity Commission (EEOC)
33 Whitehall Street, 5th Floor
New York, NY 10004
800-669-4000

Commission on Human Rights
25 Sigourney Street
Hartford, CT 06106
860-541-3400

Commission on Human Rights
Capitol Region Office
999 Asylum Avenue, Second Floor
Hartford, CT 06105
(860) 566-7710

Commission on Human Rights
Eastern Region Office
100 Broadway
Norwich, CT 06360
(860) 886-5703

Commission on Human Rights
West Central Region Office
Rowland State Government Center
55 West Main Street, Suite 210
Waterbury, CT 06702-2004
(203) 805-6530
Commission on Human Rights  
Southwest Region Office  
350 Fairfield Avenue, 6th Floor  
Bridgeport, CT 06604  
(203) 579-6246

**Idaho Employees**

The United States Equal Employment Opportunity Commission (EEOC)  
Federal Office Building  
909 First Avenue, Suite 400  
Seattle, WA 98104-1061

Idaho Commission on Human Rights  
317 West Main Street  
Second Floor  
Boise, ID 83735-0660  
(208) 334-2873

**Illinois Employees**

The United States Equal Employment Opportunity Commission (EEOC)  
500 West Madison Street  
Suite 2000  
Chicago, Illinois 60661  
800-669-4000

Illinois Human Rights Commission  
James R. Thompson Center  
100 W. Randolph Street, Suite 5-100  
Chicago, Illinois 60601  
(312) 814-6269

**Louisiana Employees**

The United States Equal Employment Opportunity Commission (EEOC)  
Hale Boggs Federal Building  
500 Poydras Street, Suite 800  
New Orleans, LA 70113  
800-669-4000

Louisiana Commission on Human Rights (FEPA)  
1001 North 23rd Street, Suite 268  
Baton Rouge, LA 70802  
225-342-6969
<table>
<thead>
<tr>
<th>Employees</th>
<th>The United States Equal Employment Opportunity Commission (EEOC)</th>
<th>300 DAYS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maine Employees</td>
<td>John F. Kennedy Federal Building</td>
<td></td>
</tr>
<tr>
<td></td>
<td>475 Government Center</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Boston, MA 02203</td>
<td></td>
</tr>
<tr>
<td></td>
<td>800-669-4000</td>
<td></td>
</tr>
<tr>
<td>Maine Human Rights</td>
<td>51 State House Station</td>
<td>300 DAYS</td>
</tr>
<tr>
<td>Commission</td>
<td>Augusta, ME 04333</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(207) 624-6290</td>
<td></td>
</tr>
<tr>
<td>Missouri Employees</td>
<td>The United States Equal Employment Opportunity Commission (EEOC)</td>
<td>300 DAYS</td>
</tr>
<tr>
<td></td>
<td>Robert A. Young Federal Building</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1222 Spruce St., Rm 8.100</td>
<td></td>
</tr>
<tr>
<td></td>
<td>St. Louis, MO 63103</td>
<td></td>
</tr>
<tr>
<td></td>
<td>800-669-4000</td>
<td></td>
</tr>
<tr>
<td>Human Rights Commission</td>
<td>3315 West Truman Blvd. Room 212</td>
<td>180 DAYS</td>
</tr>
<tr>
<td></td>
<td>P.O. Box 1129</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Jefferson City, MO 65102-1129</td>
<td></td>
</tr>
<tr>
<td></td>
<td>573-751-3325</td>
<td></td>
</tr>
<tr>
<td>North Carolina</td>
<td>The United States Equal Employment Opportunity Commission (EEOC)</td>
<td>300 DAYS</td>
</tr>
<tr>
<td>Employees</td>
<td>129 West Trade Street</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Suite 400</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Charlotte, North Carolina 28202</td>
<td></td>
</tr>
<tr>
<td></td>
<td>800-669-4000</td>
<td></td>
</tr>
<tr>
<td>New Hampshire</td>
<td>The United States Equal Employment Opportunity Commission (EEOC)</td>
<td>300 DAYS</td>
</tr>
<tr>
<td>Employees</td>
<td>John F. Kennedy Federal Building</td>
<td></td>
</tr>
<tr>
<td></td>
<td>475 Government Center</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Boston, MA 02203</td>
<td></td>
</tr>
<tr>
<td></td>
<td>800-669-4000</td>
<td></td>
</tr>
<tr>
<td>NH Commission for</td>
<td>2 Industrial Park Drive</td>
<td>180 DAYS</td>
</tr>
<tr>
<td>Human Rights</td>
<td>Concord, NH 03301</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(603) 271-2767</td>
<td></td>
</tr>
</tbody>
</table>
### New York Employees

<table>
<thead>
<tr>
<th>Agency</th>
<th>Time Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>The United States Equal Employment Opportunity Commission (EEOC)</strong></td>
<td>300 DAYS</td>
</tr>
<tr>
<td>33 Whitehall Street, 5th Floor</td>
<td></td>
</tr>
<tr>
<td>New York, NY 10004</td>
<td></td>
</tr>
<tr>
<td>800-669-4000</td>
<td></td>
</tr>
<tr>
<td><strong>The New York State Division of Human Rights</strong></td>
<td>180 DAYS</td>
</tr>
<tr>
<td>Agency Building 1, 2nd Floor, Empire State Plaza</td>
<td></td>
</tr>
<tr>
<td>Albany, New York 12220</td>
<td></td>
</tr>
<tr>
<td>(518) 474-2705</td>
<td></td>
</tr>
<tr>
<td><strong>The New York State Division of Human Rights</strong></td>
<td>180 DAYS</td>
</tr>
<tr>
<td>44 Hawley Street, Room 603</td>
<td></td>
</tr>
<tr>
<td>Binghamton, New York 13901</td>
<td></td>
</tr>
<tr>
<td>(607) 721-8467</td>
<td></td>
</tr>
<tr>
<td><strong>The New York State Division of Human Rights</strong></td>
<td>180 DAYS</td>
</tr>
<tr>
<td>One Fordham Plaza, 4th Floor</td>
<td></td>
</tr>
<tr>
<td>Bronx, New York 10458</td>
<td></td>
</tr>
<tr>
<td>(718) 741-8400</td>
<td></td>
</tr>
<tr>
<td><strong>The New York State Division of Human Rights</strong></td>
<td>180 DAYS</td>
</tr>
<tr>
<td>55 Hanson Place, Room 1084</td>
<td></td>
</tr>
<tr>
<td>Brooklyn, New York 11217</td>
<td></td>
</tr>
<tr>
<td>(718) 722-2385</td>
<td></td>
</tr>
<tr>
<td><strong>The New York State Division of Human Rights</strong></td>
<td>180 DAYS</td>
</tr>
<tr>
<td>Walter J. Mahoney State Office Bldg.</td>
<td></td>
</tr>
<tr>
<td>65 Court Street, Suite 506</td>
<td></td>
</tr>
<tr>
<td>Buffalo, New York 14202</td>
<td></td>
</tr>
<tr>
<td>(716) 847-7632</td>
<td></td>
</tr>
<tr>
<td><strong>The New York State Division of Human Rights</strong></td>
<td>180 DAYS</td>
</tr>
<tr>
<td>State Office Building,</td>
<td></td>
</tr>
<tr>
<td>250 Veterans Memorial Highway,</td>
<td></td>
</tr>
<tr>
<td>Suite 2B-49</td>
<td></td>
</tr>
<tr>
<td>Hauppauge, New York 11788</td>
<td></td>
</tr>
<tr>
<td>(631) 952-6434</td>
<td></td>
</tr>
<tr>
<td>The New York State Division of Human Rights</td>
<td>180 DAYS</td>
</tr>
<tr>
<td>--------------------------------------------</td>
<td>---------</td>
</tr>
<tr>
<td>Adam Clayton Powell State Office Building</td>
<td></td>
</tr>
<tr>
<td>163 West 125th Street, 4th Floor</td>
<td></td>
</tr>
<tr>
<td>New York, New York 10027</td>
<td></td>
</tr>
<tr>
<td>(212) 961-8650</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>The New York State Division of Human Rights</th>
<th>180 DAYS</th>
</tr>
</thead>
<tbody>
<tr>
<td>55 Hanson Place, Room 900</td>
<td></td>
</tr>
<tr>
<td>Brooklyn, New York 11217</td>
<td></td>
</tr>
<tr>
<td>(718) 722-2060</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>The New York State Division of Human Rights</th>
<th>180 DAYS</th>
</tr>
</thead>
<tbody>
<tr>
<td>8 John Walsh Blvd. Suite 204</td>
<td></td>
</tr>
<tr>
<td>Peekskill, New York 10566</td>
<td></td>
</tr>
<tr>
<td>(914) 788-8050</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>The New York State Division of Human Rights</th>
<th>180 DAYS</th>
</tr>
</thead>
<tbody>
<tr>
<td>One Monroe Square,</td>
<td></td>
</tr>
<tr>
<td>259 Monroe Ave., Suite 308</td>
<td></td>
</tr>
<tr>
<td>Rochester, New York 14607</td>
<td></td>
</tr>
<tr>
<td>(585) 238-8250</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>The New York State Division of Human Rights</th>
<th>180 DAYS</th>
</tr>
</thead>
<tbody>
<tr>
<td>333 E. Washington Street, Room 543</td>
<td></td>
</tr>
<tr>
<td>Syracuse, New York 13202</td>
<td></td>
</tr>
<tr>
<td>(315) 428-4633</td>
<td></td>
</tr>
</tbody>
</table>

**Pennsylvania Employees**

<table>
<thead>
<tr>
<th>The United States Equal Employment Opportunity Commission (EEOC)</th>
<th>300 DAYS</th>
</tr>
</thead>
<tbody>
<tr>
<td>801 Market Street, Suite 1300</td>
<td></td>
</tr>
<tr>
<td>Philadelphia, PA 19107-3127</td>
<td></td>
</tr>
<tr>
<td>800-669-4000</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PA Human Relations Commission</th>
<th>180 DAYS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Executive Offices</td>
<td></td>
</tr>
<tr>
<td>333 Market St, 8th Floor</td>
<td></td>
</tr>
<tr>
<td>Harrisburg, PA 17101-2210</td>
<td></td>
</tr>
<tr>
<td>(717) 787-4410</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Harrisburg Regional Office</th>
<th>180 DAYS</th>
</tr>
</thead>
<tbody>
<tr>
<td>333 Market Street, 8th Floor</td>
<td></td>
</tr>
<tr>
<td>Harrisburg, PA 17101-2210</td>
<td></td>
</tr>
<tr>
<td>(717) 787-9780</td>
<td></td>
</tr>
</tbody>
</table>
Philadelphia Regional Office
110 North 8th Street, Suite 501
Philadelphia, PA 19107
(215) 560-2496

180 DAYS

Pittsburgh Regional Office
301 Fifth Avenue
Suite 390, Piatt Place
Pittsburgh, PA 15222
(412) 565-5395

180 DAYS

Virginia Employees

The United States Equal Employment
Opportunity Commission (EEOC)
Federal Building
200 Granby Street, Suite 739
Norfolk, VA 23510
800-669-4000

300 DAYS

If you have any questions regarding CRJ’s policy against harassment or wish to report an incident, contact the Human Resources Department immediately.
Appendix E – Policy Prohibition Against Discrimination, Harassment, Abusive Behavior, Bullying and Cyber Bullying Employee Health and Safety Policy

POLICY STATEMENT
CRJ is committed in all areas to providing a work environment that is free from harassment. Harassment based upon an individual’s sex, race, ethnicity, national origin, age, religion or any other legally protected characteristics will not be tolerated. All employees are expected and required to abide by this policy. CRJ will not tolerate unlawful discrimination or harassment of any kind. Through enforcement of this policy and by education of employees, CRJ will seek to prevent, correct and discipline behavior that violates this policy.

All employees, regardless of their positions, are covered by and are expected to comply with this policy and to take appropriate measures to ensure that prohibited conduct does not occur. Appropriate disciplinary action will be taken against any employee, including a supervisor or other management employee, who violates this policy. Based on the seriousness of the offense, disciplinary action may include verbal or written reprimand, suspension or termination of employment.

SUPERVISOR’S ACCOUNTABILITIES
It is the responsibility of all Supervisors and supervisors to demonstrate their awareness of actions, which constitute discrimination, harassment, abusive behavior, bullying, cyber-bullying, and to support the position that discrimination, harassment, abusive behavior, bullying and cyber-bullying will not be tolerated. Managers and supervisors are charged with both the responsibility of promoting a work environment free from such actions and taking immediate action when an issue addressed in this Policy is suspected or identified.

PROHIBITED CONDUCT
The following behaviors are prohibited under this Policy:
1. Discrimination;
2. Discriminatory Harassment (Sexual Harassment is addressed as a separate policy);
3. Abuse
4. Bullying;
5. Cyberbullying; and
6. Retaliation against those reporting such defined behaviors.

CRJ, in compliance with all applicable federal, state and local anti-discrimination and harassment laws and regulations, enforces this policy in accordance with the following definitions and guidelines:

DISCRIMINATION
It is a violation of CRJ’s policy to discriminate in the provision of employment opportunities including hiring and firing, benefits or privileges; to create discriminatory work conditions; or to use discriminatory evaluative standards in employment if the basis of that discriminatory treatment is, in whole or in part, the person’s race, color, national origin, age (40 or older or as defined by state, federal or local law), religion, disability status, gender, sex (including pregnancy), sexual orientation, gender identity, genetic information or any other status protected by law.

Discrimination of this kind may also be strictly prohibited by a variety of federal, state and local laws, including Title VII of the Civil Rights Act 1964, the Age Discrimination Act of 1975, and the Americans with Disabilities Act of 1990. This policy is intended to comply with the prohibitions stated in these anti-discrimination laws.
CRJ is an equal opportunity employer. We will not discriminate and will take affirmative action measures to ensure against discrimination in employment, recruitment, advertisements for employment, compensation, termination, upgrading, promotions, and other conditions of employment against any employee or job applicant on the bases of race, color, gender, national origin, age, religion, creed, disability, veteran's status, sexual orientation, gender identity, gender expression or any other protected category under applicable state, federal, or local law.

Discrimination in violation of this policy will be subject to disciplinary measures up to and including termination.

**DISCRIMINATORY HARASSMENT**
Harassment is a form of employment discrimination that violates Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, (ADEA), and the Americans with Disabilities Act of 1990, (ADA).

Harassment as defined in this policy, is unwelcome conduct that is based on person's race, color, national origin, age (40 or older or as defined by state, federal or local law), religion, disability status, gender, sex (including pregnancy), sexual orientation, gender identity, genetic information or other legal protected status that creates a work environment that a reasonable person would find intimidating, hostile, or offensive.

Offensive conduct may include, but is not limited to:
1. Offensive jokes, slurs, epithets or name calling
2. Uninvited physical contact, including physical assaults or threats
3. Intimidation, ridicule or mockery, insults or put-downs
4. Offensive objects or pictures, and
5. Interference with work performance
6. Verbal harassment includes comments that are offensive or unwelcome regarding a person's nationality, origin, race, color, religion, gender, sexual orientation, age, body, disability or appearance, including epithets, slurs and negative stereotyping.
7. Non-verbal harassment includes distribution, display or discussion of any written or graphic material that ridicules, denigrates, insults, belittles or shows hostility, aversion or disrespect toward an individual or group because of national origin, race, color, religion, age, gender, sexual orientation, pregnancy, appearance, disability, sexual identity, marital or other protected status.

Discriminatory Harassment can occur in a variety of circumstances, including, but not limited to, the following:

1. The harasser can be the victim's supervisor, a supervisor in another area, an agent of the employer, a co-worker, or a non-employee.
2. The victim does not have to be the person harassed, but can be anyone affected by the offensive conduct.
3. Unlawful harassment may occur without economic injury to, or discharge of, the victim.

No employee shall be subjected or required to endure Discriminatory Harassment as a condition of continued employment at CRJ. Discriminatory Harassment in violation of this policy will be subject to disciplinary measures up to and including termination.

**ABUSIVE BEHAVIOR**
Abusive behavior includes but is not limited to:
1. Any act of physical violence;
2. Any direct, implied or veiled threat, made seriously or in jest;
3. Any type of abusive language or behavior which interferes with the work effectiveness of employees;
4. Any unwarranted exertion of force or power;
5. Any unjust use of one’s position or seniority to exert control over another person; and
6. Any act of coercion or intimidation, whether intentional or unintentional.

Abusive Behavior in violation of this policy will be subject to disciplinary measures up to and including termination.

**BULLYING**

“Bullying” includes, but is not limited to, a written, oral or electronic expression or a physical act or gesture or any combination thereof directed at an employee or employees that has or a reasonable person would expect it to have, the effect of:

1. Physically harming an employee, damaging an employee’s property; or
2. Placing an employee in reasonable fear of physical harm or damage to the employee’s property;
3. Interferes with the rights of an employee by:
   a. Creating an intimidating or hostile work environment for the employee; or
   b. Interfering with the employee’s work performance or ability to participate in or benefit from the services, activities or privileges provided by CRJ; or
   c. Is based on an employee’s actual or perceived race, color, national origin, ancestry, religion, physical or mental disability, gender, sexual orientation, or any other distinguishing characteristic, or is based on an employee’s association with a person with one or more of these actual or perceived characteristics, and that has the effect described in subparagraph (1), (2) above. (These behaviors might also meet the criteria for Discriminatory Harassment or Discrimination as defined in this Policy, or Sexual Harassment as defined in CRJ’s Sexual Harassment Policy.

Examples of conduct that may constitute bullying include, but are not limited to:

1. Repeated or pervasive taunting, name-calling, belittling, mocking, put-downs, or demeaning humor;
2. Behavior that is intended to harm someone by damaging or manipulating his or her relationships with others, including but not limited to gossip, spreading rumors, and social exclusion;
3. Non-verbal threats and/or intimidations such as use of aggressive, menacing, or disrespectful gestures;
4. Threats of harm to an employee, to his/her possessions, or to other individuals, whether transmitted verbally or in writing;
5. Blackmail, extortion, demands for protection money, or involuntary loans or donations;
6. Blocking access to Company property or facilities;
7. Stealing or hiding possessions;
8. Stalking; and
9. Physical contact or injury to another person or his/her property.

Bullying in violation of this policy will be subject to disciplinary measures up to and including termination.

**CYBER BULLYING**

“Cyber Bullying” means bullying through the use of technology or any electronic communication, including, but not limited to, a transfer of signs, signals, writing, images, sounds, data or intelligence of any nature transmitted by the use of any electronic device, including, but not limited to, a computer, telephone, cellular telephone, text messaging device and personal digital assistant.
Examples of conduct that may constitute cyber bullying include, but are not limited to:

1. Posting slurs or rumors or displaying any defamatory, inaccurate, disparaging, violent, abusive, profane, or sexually oriented material about an employee on a website, blog or other online application;
2. Posting misleading or fake photographs or digital video footage of an employee on websites or creating fake websites or social networking profiles in the guise of posing as the target;
3. Impersonating or representing another employee through use of that other employee’s electronic device or account to send e-mail, text messages, instant messages (IM), or phone calls;
4. Sending e-mail, text messages, IM, or leaving voice mail messages that are harassing or threatening, or so numerous as to bombard the target’s e-mail account, IM account, or cell phone; and
5. Using a camera phone or digital video camera to take and/or send embarrassing or “sexting” photographs of other employees.

Cyber Bullying in violation of this policy will be subject to disciplinary measures up to and including termination.

ANTI-RETI詹ATION POLICY
It is the policy of CRJ that no negative employment action will be taken against individuals in retaliation for filing a discrimination charge, testifying, or participating in any way in an investigation, proceeding, or lawsuit under state or federal laws; or opposing employment practices that the employee reasonably believes discriminate against individuals, in violation of state and federal laws. No hardship, loss, benefit or penalty may be imposed on an employee in response to:

1. Filing or responding to a bona fide complaint of discrimination, harassment, abuse or bullying.
2. Appearing as a witness in the investigation of a complaint.
3. Serving as an investigator of a complaint.

Retaliation or attempted retaliation in response to lodging a complaint or invoking the complaint process is a violation of this policy. Any person who is found to have violated this aspect of the policy will be subject to sanctions up to and including termination of employment.

COMPLAINT PROCEDURE AND INVESTIGATION
CRJ will handle all complaints under this policy swiftly and confidentially to the extent possible in light of the need to take appropriate corrective action. Lodging a complaint will in no way be used against the employee or have an adverse impact on the individual’s employment status. Because of the damaging nature of discrimination, harassment, abuse, and bullying of all forms to the victims and to the entire workforce, aggrieved employees are strongly urged to use this procedure.

During the complaint process, the confidentiality of the information received, the privacy of the individuals involved and the wishes of the complaining person will be protected to as great a degree as is possible. The expressed wishes of the complaining person for confidentiality will be considered in the context of CRJ’s obligation to act on the charge.

Any employee who wishes to report a possible incident of unlawful harassment or discrimination or abusive behavior, bullying or cyber-bullying in violation of this policy, may do so in one of several ways. He or she may informally or formally report the violation to his or her immediate supervisor. All employees in a supervisory role at CRJ must take seriously and report to Human Resources any potential violation of this policy no matter how “offhand” or informal the report of discrimination, harassment, abusive behavior, bullying or cyber-bullying may be.

In the event that the employee’s supervisor is unavailable, or the employee believes it would be inappropriate to contact that person, he or she should promptly report the matter to the supervisor’s Supervisor or Human Resources pursuant to the Procedure for Complaints outlined below.
CRJ will conduct a prompt investigation as confidentially as possible under the circumstances. Employees who raise concerns and make reports in good faith can do so without fear of reprisal. All employees of CRJ have a responsibility to report any violation of this Policy that he or she has either suffered or observed. In order to help ensure a discrimination, harassment, abuse, bullying and cyber-bullying-free environment, CRJ asks that all complaints concerning violation of this policy be reported within 90 days, so that a rapid response and remediation may occur. All employees have an obligation to cooperate with CRJ in enforcing this policy and investigating and remediating complaints.

While this policy sets forth our intent to provide a safe workplace free of discrimination, harassment, abuse, bullying and cyber-bullying, the policy is not intended to limit management’s authority to discipline or take remedial action for conduct, which we deem unacceptable, regardless of whether that conduct satisfies the legal definition of any of these acts.

PROCEDURE FOR COMPLAINTS UNDER THIS POLICY

1. Any employee who feels that he or she is the subject of discrimination, harassment, abusive behavior, bullying, or cyber-bullying or has witnessed such activity should immediately report the incident, verbally or in writing, to the Human Resources Department whenever possible. Formal or informal reports may also be made to the employee's immediate supervisor, or the immediate supervisor’s manager. All supervisory employees are required to report any complaints of discrimination, harassment, abusive behavior, bullying or cyber-bullying to the Human Resources Department.

2. The Human Resources Department shall immediately and thoroughly investigate all complaints of discrimination, harassment, abusive behavior, bullying, or cyber-bullying. The investigation may be performed internally or by an impartial third party from outside CRJ. In either case it will be conducted in such a way as to maintain confidentiality to the extent practicable under the circumstances, and in a manner consistent with a fair and full investigation.

3. Because we consider discrimination, harassment, abusive behavior, bullying, and cyber-bullying to be serious matters, if it is determined that inappropriate conduct has been committed by one of our employees, we will act promptly to eliminate the offensive conduct and initiate disciplinary action where it is appropriate. Such action may range from counseling to termination of employment.

4. In addition to filing a complaint with the Human Resources Department, employees who believe they have been subjected to discrimination, harassment, abusive behavior, bullying, or cyber-bullying may file a formal complaint with appropriate state and federal government agencies. For the employee's convenience, agencies are listed below. However, the list included may not be exhaustive, and the employee should conduct his or her own research with regard to filing a formal complaint with appropriate state and federal government agencies. Using CRJ's complaint process does not prohibit employees from filing a complaint with applicable agencies. Each agency has a short period for filing a claim. For your reference, time limits for filing complaints are included below, and to the best of CRJ's knowledge these deadlines are accurate; however, employees are encouraged to conduct their own research to ensure that they do not miss a filing deadline.

5. This policy will be provided to all new employees when they are hired. Additionally, a copy of this policy is available in the Human Resources Department at all times. Employees are encouraged to review this Policy annually.

We trust that all managers, supervisory personnel and employees will continue to act responsibly to establish a pleasant working environment free of harassment and discrimination of any type.
<table>
<thead>
<tr>
<th>STATE AND FEDERAL AGENCY ADDRESSES:</th>
<th>TIME PERIOD FOR FILING A CLAIM:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>MASSACHUSETTS EMPLOYEES</strong></td>
<td></td>
</tr>
<tr>
<td>The United States Equal Employment</td>
<td>300 DAYS</td>
</tr>
<tr>
<td>Opportunity Commission (EEOC)</td>
<td></td>
</tr>
<tr>
<td>1 Congress Street, 10&lt;sup&gt;th&lt;/sup&gt;</td>
<td></td>
</tr>
<tr>
<td>Floor</td>
<td></td>
</tr>
<tr>
<td>Boston, MA 02114</td>
<td></td>
</tr>
<tr>
<td>(617) 565-3200</td>
<td></td>
</tr>
<tr>
<td>Massachusetts Commission Against</td>
<td>300 DAYS</td>
</tr>
<tr>
<td>Discrimination (MCAD)</td>
<td></td>
</tr>
<tr>
<td>One Ashburton Place, Room 601</td>
<td></td>
</tr>
<tr>
<td>Boston, MA 02108</td>
<td></td>
</tr>
<tr>
<td>(617) 727-3990</td>
<td></td>
</tr>
<tr>
<td>Massachusetts Commission Against</td>
<td>300 DAYS</td>
</tr>
<tr>
<td>Discrimination (MCAD)</td>
<td></td>
</tr>
<tr>
<td>436 Dwight Street, Second Floor,</td>
<td></td>
</tr>
<tr>
<td>Room 220</td>
<td></td>
</tr>
<tr>
<td>Springfield, MA 01103</td>
<td></td>
</tr>
<tr>
<td>(413) 739-2145</td>
<td></td>
</tr>
<tr>
<td>Massachusetts Commission Against</td>
<td>300 DAYS</td>
</tr>
<tr>
<td>Discrimination (MCAD)</td>
<td></td>
</tr>
<tr>
<td>Worcester City Hall</td>
<td></td>
</tr>
<tr>
<td>455 Main Street, Room 100</td>
<td></td>
</tr>
<tr>
<td>Worcester, MA 06108</td>
<td></td>
</tr>
<tr>
<td>(508) 799-8010</td>
<td></td>
</tr>
<tr>
<td>Massachusetts Commission Against</td>
<td>300 DAYS</td>
</tr>
<tr>
<td>Discrimination (MCAD)</td>
<td></td>
</tr>
<tr>
<td>New Bedford Office</td>
<td></td>
</tr>
<tr>
<td>800 Purchase St., Room 501</td>
<td></td>
</tr>
<tr>
<td>New Bedford, MA 02740</td>
<td></td>
</tr>
<tr>
<td>(508) 990-2390</td>
<td></td>
</tr>
<tr>
<td>California Employees</td>
<td></td>
</tr>
<tr>
<td>The United States Equal Employment</td>
<td>300 DAYS</td>
</tr>
<tr>
<td>Opportunity Commission (EEOC)</td>
<td></td>
</tr>
<tr>
<td>350 The Embarcadero, Suite 500</td>
<td></td>
</tr>
<tr>
<td>San Francisco, CA 94105-1260</td>
<td></td>
</tr>
<tr>
<td>Telephone: (800) 669-4000</td>
<td></td>
</tr>
<tr>
<td>Department of Fair Employment</td>
<td>ONE YEAR</td>
</tr>
<tr>
<td>And Housing (DFEH)</td>
<td></td>
</tr>
<tr>
<td>1515 Clay Street, Suite 701</td>
<td></td>
</tr>
<tr>
<td>Oakland, CA 94612</td>
<td></td>
</tr>
<tr>
<td>(510) 622-2941</td>
<td></td>
</tr>
</tbody>
</table>
Colorado Employees

The United States Equal Employment Opportunity Commission (EEOC)  
303 E. 17th Avenue  
Suite 410  
Denver, Colorado 80203  
800-669-4000

Colorado Civil Rights Division  
1560 Broadway, Suite 1050  
Denver, CO 80202-5143  
(303) 894-2997

Connecticut Employees

The United States Equal Employment Opportunity Commission (EEOC)  
33 Whitehall Street, 5th Floor  
New York, NY 10004  
800-669-4000

Commission on Human Rights  
25 Sigourney Street  
Hartford, CT 06106  
860-541-3400

Commission on Human Rights  
Capitol Region Office  
999 Asylum Avenue, Second Floor  
Hartford, CT 06105  
(860) 566-7710

Commission on Human Rights  
Eastern Region Office  
100 Broadway  
Norwich, CT 06360  
(860) 886-5703

Commission on Human Rights  
West Central Region Office  
Rowland State Government Center  
55 West Main Street, Suite 210  
Waterbury, CT 06702-2004  
(203) 805-6530

Commission on Human Rights  
Southwest Region Office  
350 Fairfield Avenue, 6th Floor  
Bridgeport, CT 06604  
(203) 579-6246
Idaho Employees

The United States Equal Employment Opportunity Commission (EEOC)
Federal Office Building
909 First Avenue, Suite 400
Seattle, WA 98104-1061

Idaho Commission on Human Rights
317 West Main Street
Second Floor
Boise, ID 83735-0660
(208) 334-2873

Illinois Employees

The United States Equal Employment Opportunity Commission (EEOC)
500 West Madison Street
Suite 2000
Chicago, Illinois 60661
800-669-4000

Illinois Human Rights Commission
James R. Thompson Center
100 W. Randolph Street, Suite 5-100
Chicago, Illinois 60601
(312) 814-6269

Louisiana Employees

The United States Equal Employment Opportunity Commission (EEOC)
Hale Boggs Federal Building
500 Poydras Street, Suite 800
New Orleans, LA 70113
800-669-4000

Louisiana Commission on Human Rights (FEPA)
1001 North 23rd Street, Suite 268
Baton Rouge, LA 70802
225-342-6969

Maine Employees

The United States Equal Employment Opportunity Commission (EEOC)
John F. Kennedy Federal Building
475 Government Center
Boston, MA 02203
800-669-4000
<table>
<thead>
<tr>
<th>State</th>
<th>Name of Agency</th>
<th>Days to File Complaint</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maine</td>
<td>Maine Human Rights Commission</td>
<td>300 DAYS</td>
</tr>
<tr>
<td></td>
<td>51 State House Station</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Augusta, ME 04333</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(207) 624-6290</td>
<td></td>
</tr>
<tr>
<td>Missouri</td>
<td>Missouri Employees</td>
<td></td>
</tr>
<tr>
<td></td>
<td>The United States Equal Employment Opportunity Commission (EEOC)</td>
<td>300 DAYS</td>
</tr>
<tr>
<td></td>
<td>Robert A. Young Federal Building</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1222 Spruce St., Rm 8.100</td>
<td></td>
</tr>
<tr>
<td></td>
<td>St. Louis, MO 63103</td>
<td></td>
</tr>
<tr>
<td></td>
<td>800-669-4000</td>
<td></td>
</tr>
<tr>
<td>South Carolina</td>
<td>Human Rights Commission</td>
<td>180 DAYS</td>
</tr>
<tr>
<td></td>
<td>3315 West Truman Blvd. Room 212</td>
<td></td>
</tr>
<tr>
<td></td>
<td>P.O. Box 1129</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Jefferson City, MO 65102-1129</td>
<td></td>
</tr>
<tr>
<td></td>
<td>573-751-3325</td>
<td></td>
</tr>
<tr>
<td>North Carolina</td>
<td>North Carolina Employees</td>
<td></td>
</tr>
<tr>
<td></td>
<td>The United States Equal Employment Opportunity Commission (EEOC)</td>
<td>300 DAYS</td>
</tr>
<tr>
<td></td>
<td>John F. Kennedy Federal Building</td>
<td></td>
</tr>
<tr>
<td></td>
<td>475 Government Center</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Boston, MA 02203</td>
<td></td>
</tr>
<tr>
<td></td>
<td>800-669-4000</td>
<td></td>
</tr>
<tr>
<td>New Hampshire</td>
<td>New Hampshire Employees</td>
<td></td>
</tr>
<tr>
<td></td>
<td>The United States Equal Employment Opportunity Commission (EEOC)</td>
<td>300 DAYS</td>
</tr>
<tr>
<td></td>
<td>John F. Kennedy Federal Building</td>
<td></td>
</tr>
<tr>
<td></td>
<td>John F. Kennedy Federal Building</td>
<td></td>
</tr>
<tr>
<td></td>
<td>475 Government Center</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Boston, MA 02203</td>
<td></td>
</tr>
<tr>
<td></td>
<td>800-669-4000</td>
<td></td>
</tr>
<tr>
<td>New York</td>
<td>NH Commission for Human Rights</td>
<td>180 DAYS</td>
</tr>
<tr>
<td></td>
<td>2 Industrial Park Drive</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Concord, NH 03301</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(603) 271-2767</td>
<td></td>
</tr>
<tr>
<td>New York</td>
<td>New York Employees</td>
<td></td>
</tr>
<tr>
<td></td>
<td>The United States Equal Employment Opportunity Commission (EEOC)</td>
<td>300 DAYS</td>
</tr>
<tr>
<td></td>
<td>33 Whitehall Street, 5th Floor</td>
<td></td>
</tr>
<tr>
<td></td>
<td>New York, NY 10004</td>
<td></td>
</tr>
<tr>
<td></td>
<td>800-669-4000</td>
<td></td>
</tr>
</tbody>
</table>
The New York State Division of Human Rights
Agency Building 1, 2nd Floor, Empire State Plaza
Albany, New York 12220
(518) 474-2705

The New York State Division of Human Rights
44 Hawley Street, Room 603
Binghamton, New York 13901
(607) 721-8467

The New York State Division of Human Rights
One Fordham Plaza, 4th Floor
Bronx, New York 10458
(718) 741-8400

The New York State Division of Human Rights
55 Hanson Place, Room 1084
Brooklyn, New York 11217
(718) 722-2385

The New York State Division of Human Rights
Walter J. Mahoney State Office Bldg.
65 Court Street, Suite 506
Buffalo, New York 14202
(716) 847-7632

The New York State Division of Human Rights
State Office Building,
250 Veterans Memorial Highway,
Suit 2B-49
Hauppauge, New York 11788
(631) 952-6434

The New York State Division of Human Rights
Adam Clayton Powell State Office Building
163 West 125th Street, 4th Floor
New York, New York 10027
(212) 961-8650

The New York State Division of Human Rights
55 Hanson Place, Room 900
Brooklyn, New York 11217
(718) 722-2060

180 DAYS
| The New York State Division of Human Rights | 180 DAYS |
| 8 John Walsh Blvd. Suite 204 | |
| Peekskill, New York 10566 | |
| (914) 788-8050 | |

| The New York State Division of Human Rights | 180 DAYS |
| One Monroe Square, | |
| 259 Monroe Ave., Suite 308 | |
| Rochester, New York 14607 | |
| (585) 238-8250 | |

| The New York State Division of Human Rights | 180 DAYS |
| 333 E. Washington Street, Room 543 | |
| Syracuse, New York 13202 | |
| (315) 428-4633 | |

| Pennsylvania Employees |  |
| The United States Equal Employment Opportunity Commission (EEOC) | 300 DAYS |
| 801 Market Street, Suite 1300 | |
| Philadelphia, PA 19107-3127 | |
| 800-669-4000 | |

| PA Human Relations Commission | 180 DAYS |
| Executive Offices | |
| 333 Market St., 8th Floor | |
| Harrisburg, PA 17101-2210 | |
| (717) 787-4410 | |

| Harrisburg Regional Office | 180 DAYS |
| 333 Market Street, 8th Floor | |
| Harrisburg, PA 17101-2210 | |
| (717) 787-9780 | |

| Philadelphia Regional Office | 180 DAYS |
| 110 North 8th Street, Suite 501 | |
| Philadelphia, PA 19107 | |
| (215) 560-2496 | |

| Pittsburgh Regional Office | 180 DAYS |
| 301 Fifth Avenue | |
| Suite 390, Piatt Place | |
| Pittsburgh, PA 15222 | |
| (412) 565-5395 | |
**Virginia Employees**

The United States Equal Employment Opportunity Commission (EEOC)
Federal Building
200 Granby Street, Suite 739
Norfolk, VA 23510
800-669-4000

*If you have any questions regarding CRJ’s policy against discrimination, harassment, abusive behavior, bullying and cyber-bullying or wish to report an incident, contact the Human Resources Department immediately.*
Appendix F – Health and Safety Policy

CRJ has a continuing concern for the health and safety of every employee. CRJ has a safety and health program which is intended to identify and provide the necessary resources for providing a safe workplace, and to locate and correct the conditions responsible for past and potential accidents. Responsibility for the control of accidents belongs to each employee. As part of its safety and health program, CRJ has in place an active Safety Committee. CRJ encourages all employees to contact any member of this Committee if they have a concern, question, or observation regarding safety.

An employee must not perform any task he or she feels could cause injury or harm, to self or co-workers, such as lifting heavy objects, or climbing unstable ladders. All employees must cooperate with any request by their supervisor or a Safety Committee representative to discontinue or modify any task determined to be unsafe to the employee or co-workers. To keep the work environment safe, please follow basic safety rules and keep work areas, floors and walkways clean and free of obstructions. Unsafe conditions should be reported to HR as soon as possible.

If you observe or are involved in an accident in which an employee, customer or visitor is injured, report the incident to HR immediately, regardless of how minor the accident may seem. You must report any incident before the end of your regular work day on the day of the occurrence. Violation of any safety policy or guideline is grounds for disciplinary action, up to and including immediate dismissal.

The Occupational Safety and Health Act of 1970 is a law that requires employers to provide a safe place of employment free from recognized hazards that could cause death, serious injury, or harm to employees. It also states that employees must comply with all standards, rules, regulations and orders issued pursuant to the Act by the employer. Safety is everyone’s responsibility!

CRJ’s safety policy complies with all standards issued by the Occupational Safety and Health Administration, a branch of the United States Department of Labor, which oversees the enforcement and ongoing modification of OSHA standards. The safety policy is also designed to protect YOU, the worker, from injury, illness and death.

CRJ is willing to provide you the safest environment possible in which to work. Please do your part by cooperating with our efforts. This Health and Safety Protection Plan provides you with the information you need to understand and comply with CRJ’s safety policy. This plan supplements the safety policies and procedures found in the Personnel Policies and Practices Guide.

MANAGEMENT LEADERSHIP AND EMPLOYEE INVOLVEMENT

Management will commit the necessary resources to insure that all persons on the work site are protected from injury and illness hazards. In addition, management will visibly lead in design, implement and continuous improvement of CRJ’s safety and health activities; and insure that all employees know, understand and support this program. Management, with input from employees, will develop an annual safety and health goal with objectives and action plans to reach that goal. At the end of each year, all management, with input from employees, will evaluate progress in accomplishing the action plans, achieving objectives and meeting the annual goal. This evaluation will produce a written report that includes next year’s goals, objectives and action plans, including any remaining action needed to accomplish the current year’s goal.

Management will insure that employees, including themselves, have clearly written safety and health responsibilities. All employees will receive performance evaluations that include a written evaluation of the accomplishments of assigned safety and health responsibilities.

Management will insure that all visitors, including contract and temporary labor, co-op students, interns, vendors and sales representatives, have knowledge of site hazardous applicable to them and know how to protect themselves against those hazards, including emergency alarms and procedures.
Management will also insure that these visitors do not introduce to the site hazards that can be prevented or that are not properly controlled.

Management will insure an appropriate level of employee involvement and safety and health problem solving, including serving on committees and ad hoc problem solving groups, acting as safety observers, assisting and training other employees, analyzing hazards inherent at work and planning activities to heighten safety and health awareness.

**WORK SITE ANALYSIS**
Management may hire outside consultants as necessary to conduct baseline surveys that identify safety and health hazards at the work site. All hazards found during these surveys will be eliminated whenever possible or controlled. All employees who may encounter the control hazards are trained in appropriate job procedures to follow to protect themselves from these hazards.

Management will establish change procedures to follow whenever the site experiences changes in equipment, material or processes. To insure employee protection, these change procedures will include consideration of safety and health and the selection of the change, equipment and process shutdown procedures, startup procedures and hazard analysis.

Management employees will work together to analyze safety and health hazards and to find means to eliminate those hazards whenever possible, or otherwise to protect persons against those hazards.

Employees will be trained to recognize hazards and to report any hazards they find to the appropriate person so that the hazard can be corrected as soon as possible. In addition to taking immediate action to report a hazard orally or to provide interim protection, if necessary, employees may submit a safety work order to management. Safety suggestions will be considered each week during the site inspection by the site inspection team facility management, with input from employees, will organize monthly site inspection team meetings.

In the near miss, first aid accident, or accident will be investigated by the trained team selected each year by the management. The team will consist of two managers or supervisors and two employees, each of whom has received training in accident investigation. The accident investigation team will recommend corrective action.

**HAZARD PREVENTION AND CONTROL**
Management will insure that:

- Hazards will be eliminated when economically feasible;
- Barriers will protect persons from the hazard;
- Exposure to hazards will be controlled through administrative procedures.

Management will insure that all machinery is cared for properly so that the environment remains safe and healthy. All employees will be held accountable for obeying site safety and health rules.

Visitors, including contractors who violate safety and health rules and procedures, will be escorted from the site.

Management, with appropriate outside agencies such as the fire department, the police department and the hospital, will prepare written emergency plans for all potential emergencies, including fire, explosion, accident, severe weather, loss of power and/or water and violence. A total site evacuation drill focusing on one emergency type will be conducted once a year. The drill will be evaluated by the drill planning committee that will consist of two managers and two employees. The committee's written report will be shared with management.

Persons needing emergency care are transported by Company vehicle or community ambulance to a local hospital. Each shift will have first responders designated and fully trained in cardiac pulmonary
resuscitation, first aid and the requirements of OSHA’s blood-borne pathogen standards. One of these designated person’s safety and health responsibilities will be to insure that first aid kits are stocked and readily accessible in the marked locations throughout the facility.

Management will maintain the proactive occupational health program that provides for occupational health professionals from the local hospital to participate in work site analysis to find and protect employees against health hazards. This plan will provide initial health screening for each employee, appropriate to the hazards with which each employee will be working, and for tracking of any health changes in each employee through periodic physical examinations, post-exposure exams and exit exam. Certified industrial hygienists may be retained to conduct periodic air and noise monitoring.

TRAINING
Management believes that employees involved in CRJ’s safety and health program can only be successful when everyone on the site receives sufficient training to understand what their safety and health responsibilities and opportunities are and how to fulfill them. All new employees will receive two hours of safety and health orientation before they begin work. Current employees will receive regular training opportunities.

If you notice any unsafe working conditions, report it immediately to your supervisor and the Safety Director/ Human Resources. Please take the time to read and understand this safety policy and make priority!

FIRE SAFETY AND EVACUATION
All precautions must be observed to prevent loss of life, health or property due to fire. There will be no smoking in the work place under any condition. Under the Massachusetts Smoke-Free Workplace Law, it is illegal to smoke in a workplace. It is CRJ’s policy that all employees evacuate the premises in the event of a fire. Fire extinguishers are located throughout the facilities for insurance purposes only.

The risk of electrical fire exists anywhere electricity is used regardless of what precautions are taken because circuits and equipment can overheat with no warning. Some chemicals in the workplace are potential fire hazards because of their extreme flammability. Client site/locations have specific procedures for electrical safety as well as the proper handling and storage of hazardous chemicals. For now, be assured that the first step in fire safety is knowing that the possibility of fire always exists. Secondly, you must know exactly what to do in the event of a fire.

1. Check your site/location’s specific evacuation plan for alarms or other means of alerting employees and clients the means to exit the building immediately.
2. KNOW YOUR FIRE EXIT! The time to look for your exit is now, not during a fire emergency.
3. In the event of a fire, notify your supervisor who will immediately call 911.
4. Walk to your exit. If an exit is blocked by fire or smoke, proceed to the nearest alternate exit. If smoke is visible, stay near the floor to prevent inhalation.
5. Supervisors will station themselves in a manner that enables them to ensure that everyone in their area is evacuated.
6. Once evacuated, proceed to designated area to be counted by the supervisor.
7. Once evacuated, first aid will be administered by those who have been trained to do so.
8. NEVER re-enter a burning building to attempt to rescue someone. There is a far greater chance of the rescuer becoming another statistic than of a successful rescue occurring.
9. When the Fire Department arrives, stay clear and allow them to work unhampered.

EMERGENCY TELEPHONE NUMBERS
Fire, Police, Ambulance.................................................................911
Fire drills will be conducted periodically. It is your duty to know what to do in the event of a fire!

BOMB THREAT
If a bomb threat is received, the person receiving the call should remain as calm as possible. Do not upset the caller. Tell the caller you will cooperate. Slowly and deliberately, repeat the threat to the person, “you said there was a bomb in the building?” Ask when it is going to explode, where it is in the building and when it was placed in the building. You may or may not get replies. Write down what he/she says because you will be nervous and forget. At the conclusion of the call, dial *57 to trace the call and then call 911 immediately. Follow their instructions. The building will be evacuated immediately. Most bomb threats are hoaxes but, as always, it is better to be safe than sorry!

DISASTER PREPAREDNESS
- Hurricanes are possible. Follow management’s instruction which would be obtained from local authorities if a hurricane or flooding is predicted.
- Winter storms Management will decide when travel is unsafe for employees.

GOOD HOUSEKEEPING
According to the National Safety Council, falls are the number two cause of accidental death next to traffic accidents. More often falls results in serious injury and a seemingly minor fall can have long term adverse effects. Obviously, falls are usually caused by people tripping over an object that is in their way rather than in its place. Every employee is expected to abide by good housekeeping standards. Failing to do so will constitute a safety violation.

Employees should identify all potential tripping and fall hazards before work starts. Look for fall hazards such as unprotected floor openings/edges, shafts, skylights, stairwells and roof openings/edges. Inspect fall protection equipment for defects before use. Select, wear and use fall protection equipment appropriate for the task. Secure and stabilize all ladders before climbing them. Never stand on the top rung/step of a ladder. Use handrails when you go up or down stairs. Practice good housekeeping. Keep cores, welding leads and air hoses out of the walkways or adjacent work areas.

MENTAL AWARENESS
The greatest, most thorough safety program in the world is useless if employees lack awareness. In one form or another, impaired awareness plays a part in every accident. Repetition sometimes dulls awareness and workers begin to believe that because they have performed the same job without an accident, an accident will never happen. THIS IS WHEN ACCIDENTS DO HAPPEN!!! Make safety awareness your priority.

SUBSTANCE ABUSE
CRJ’s substance abuse policy is detailed in the employee policy book. Everyone knows that substance abuse and safety do not mix. Impaired employees are accidents waiting to happen and everyone’s safety is affected by them. DO NOT report to work under the influence of alcohol or drugs. Management has a responsibility to deal severely with employees who violate this policy.

ELECTRICAL SAFETY
The severity of electrical injuries can be quite a shock! Burns, slowed breathing, interrupted heartbeat, internal bleeding and death can result from becoming part of an electrical circuit. Follow these precautions to prevent getting shocked:

- Assume that all overhead wires are energized at lethal voltages. Never assume that a wire is safe to touch even if is down or appears to be insulated.
• Never touch a fallen overhead power line. Call the electric utility company to report fallen electrical lines.

• Stay at least 10 feet (3 meters) away from overhead wires during cleanup and other activities. If working at heights or handling long objects, survey the area before starting work for the presence of overhead wires.

• If an overhead wire falls across your vehicle while you are driving, stay inside the vehicle and continue to drive away from the line. If the engine stalls, do not leave your vehicle. Warn people not to touch the vehicle or the wire. Call or ask someone to call the local electric utility company and emergency services.

• Never operate electrical equipment while you are standing in water.

• Never repair electrical cords or equipment unless qualified and authorized.

• Have a qualified electrician inspect electrical equipment that has gotten wet before energizing it.

• If working in damp locations, inspect electric cores and equipment to ensure that they are in good condition and free of defects and use a ground-fault circuit interrupter (GFCI).

• Always use caution when working near electricity.

There are special procedures to follow if a person becomes a victim of electrical shock. Most importantly, DO NOT TOUCH THE PERSON BEING SHOCKED...YOU WILL BECOME PART OF THE CIRCUIT AS WELL! To release the person from the circuit, turn the power off, then notify a qualified first aid caregiver as well as your supervisor and the safety director.

ERGONOMICS
Ergonomics is the study of man in his work place. More specifically, it deals with the work methods, physical movements and equipment designs that affect cumulative trauma disorders (CDTs). CDTs, or repetitive motion injuries, have grown at an alarming rate and now comprise a great deal of Workers’ compensation claims. Carpal tunnel syndrome is an example of a CDT that many workers are familiar with but trauma disorders can affect any area of the body that endures repeated biomechanical stress. The following are some guidelines to enable you to recognize and deal with CDTs.

1. Evaluate your work area. Make sure that your area enables you to use good posture throughout the day. If you are having to strain a certain muscle or body part in the order to do your job, talk with your supervisor and the safety director to determine what options can be explored in order to correct the problem. Remember, no one knows your situation unless you make it known.

2. Take action early. If you are having cramps, numbness or persistent pain in an isolated area, discuss this with your doctor. Early intervention can spare you unnecessary suffering.

3. Rest your hands and rotate jobs, if possible. Minimizing repetition reduces the chance of the condition worsening.

4. Watch your grip. Use your whole hand to hold and use tools. Try to reduce the force used to do repetitive motion work.

5. Always use good posture. Following this rule at work and at home can literally improve your quality of life and health.

6. When lifting any object (light or heavy) use your leg muscles and bend at the knees rather than at the waist.
BLOOD BORNE PATHOGENS
“Pathogen” means having the ability to produce disease. In the age of AIDS and Hepatitis B, this can be a scary thought. You are not required to come in contact with blood in the normal course of employment. If an accident happens and blood or another bodily fluid is involved (such as saliva), notify the safety director, or another qualified first aid caregiver before providing assistance. Anyone who has been trained in preventing exposure is also qualified to provide assistance where blood or other possibly contaminated fluids are involved.

RISK ASSESSMENT: Before any task is performed where there is a risk of exposure to blood or bodily fluids, conduct a risk assessment to evaluate the risk of disease transmission. The risk assessment should take into account the following:
- Time it takes to complete the task.
- Type of body fluids that the worker may come into contact with.
- Presence of microorganisms in the bodily fluids.
- Route of potential exposure to these microorganisms.
- Susceptibility of the worker to these microorganisms.
- Environment in which the task is carried out.

Staff should ask themselves the following questions while assessing the risk:

1. What task am I going to perform?
2. What is the risk of exposure to:
   - Blood and body fluids including respiratory secretions?
   - Non-intact skin?
   - Mucous membranes?
   - Body tissues?
   - Contaminated equipment?
3. How competent/experienced am I in performing this task?
4. Will the person I am assisting be cooperative while I perform the task?

Appropriate strategies such as hand hygiene, waste management, and the use of personal protective equipment are then selected to reduce the risk of exposure and disease transmission.

ALWAYS WASH HANDS BEFORE AND AFTER CONTACT.

HAND HYGIENE: Hand hygiene is the act of removing or destroying microorganisms on the hands while maintaining good hand integrity (keeping the skin healthy). Hand hygiene can be performed with an alcohol-based hand rub or with soap and water.

REPORT: Report the incident to your supervisor/program director.

WORK PLACE VIOLENCE (REFER TO APPENDIX G)
Work place violence has steadily risen over the last few years, sometimes resulting in senseless death and injury. All that can be done to prevent such a needless tragedy is awareness and the confidence that if you report a suspicion that someone might become violent, it will be taken seriously.

HAZARDOUS CHEMICALS
Hazardous chemicals include carcinogens, toxins, irritants, corrosives, sensitizers and agents which have been proven to have the potential to cause bodily injury or illness if ingested, inhaled or absorbed. It is essential that all employees be comprehensively trained in the following:

1. Identifying chemical hazards
2. Reading labels properly
3. Using protective equipment
4. Proper handling and use of chemicals
5. Knowledge of Material Safety Data Sheets

OSHA will expect employees to verbally recall the following questions in simple language to inspectors:

1. What is this training about?
2. What hazardous chemical(s) are you exposed to or may be exposed to during normal use or in a foreseeable emergency?
3. Where is this chemical present?
4. What are the short and long term effects on the body?
5. How can you detect if you are overexposed to the chemical?
6. How can you protect yourself from overexposure?
7. Have the written program and MSDSs been explained to you?

IDENTIFYING CHEMICAL HAZARDS: Virtually all chemicals have some potential hazard and must be treated as such. It is every employee’s LEGAL RIGHT to know what risks are associated with the chemicals they must use to perform their work. It is every employee’s DUTY to know how to read the attached labels and how to properly handle all chemicals they deal with.

LABELS: All chemicals must be labeled. If you see any chemical not labeled, report it immediately to the supervisor and the safety director. The most commonly used method of labeling is the National Hazardous Chemical or Material Code, which is a diamond-shaped label that uses numerical value to rate the extreme of the hazard associated with the chemical it is attached to.

The RED area denotes hire hazard capacity.
The BLUE area denotes health hazard capacity.
The YELLOW area denotes reactivity capacity.
The WHITE area is reserved for specific hazard capacity or instruction.

Please take a moment to memorize what each colored area denotes. Not only is it required, it is also in your personal best interest. The numerical value system is simple to understand. Each colored area is numbered according to its hazard classification. You must take a moment to familiarize yourself with what each number means when placed in each area of the diamond. Remember, 0 means the capacity for hazard is lowest and 4 means it is highest.

Fire Hazard (Red)
0 – Will not burn (ex. Water-based paint)
1 - Will burn if heated above 200F (ex. Tar)
2 – Will burn if heated above 100F (ex. bunker oil)
3 – Will burn if heated below 100F (ex. alcohol)
4 – Will burn if heated above 73F (ex. ether, acetone)

While it is not necessary to remember the flash points (temperatures at which material will burn), you must remember that as the number gets higher, danger is increased. The slightest spark could mean disaster for chemicals with a flammability rating of 3 or 4.

Health Hazard (blue)
0 – No hazard except fire if material is flammable
1 – Slightly hazardous
2 – Hazardous
3 – Extreme danger
4 – Deadly

The specific hazard for each chemical is different and can be identified using Material Safety Data Sheets which will be discussed in this handbook.

Reactivity (Yellow) (What chemical changes may occur if mixed)
0 – Stable
1 – Unstable if heated
2 – Violent chemical change
3 – Shock and heat may detonate
4 – May detonate

Note: To properly understand the reactivity of a chemical, you cannot simply consider the numbers 0 to 4 as 0 being non-hazardous and 4 being extremely hazardous as you do in the fire ratings because each number has a more specific meaning. BE FAMILIAR with what each number means. Again, it is in everyone’s best interest

Specific Hazard (White)
OXY – Oxidizer (unites other chemicals with oxygen)
ACID – Acid (forms a salt)
ALKALI – Alkali (can neutralize acids)
COR – Corrosive (erodes other substances)
symbol – Use no water
symbol – Radiation Hazard

If any chemical you use has a specified hazard, you MUST check with the safety director to identify its meaning.

MATERIAL SAFETY DATA SHEETS (MSDS): OSHA’s Hazardous Chemicals Right to Know Act requires employers to provide Material Safety Data Sheets to all employees. MSDS are forms that detail a chemical’s identity most of the data on the form is self-explanatory. If there are any questions concerning information on the MSDS, please ask the safety director for assistance. There are some guidelines detailed in the Right to Know Hazard Communication Handbook. This information is available in all client and resident locations and is available to anyone who wants a copy.

SAFE MACHINE OPERATION
There are several types of machines used by CRJ. The following are general safety rules to remember when operating any type of machinery.

1. Never operate a machine or tool unless you have completed training on the machine and a supervisor has authorized you to operate it. Attempting to operate a machine or tool you have not been trained on is a serious safety violation.
2. Never under any circumstance remove a guard that has been placed on a machine.
3. Keep all tools in good condition with regular maintenance.
4. Use the right tool for the right job.
5. Examine each tool for damage before use and do not use damaged tools.
6. Use the right personal protective equipment.
7. It is everyone’s responsibility to report unsafe use of a machine or tool.
LOCKOUT/TAGOUT PROGRAM
All equipment is powered by an energizing force such as electricity, hydraulics, gas, water, steam, chemicals, momentum, gravity or springs. In order for a piece of equipment to be worked on safely, the energizing source must be disabled. When someone is working on a piece of equipment it is lockout by actually locking the energizing source with a key that only the person who locked it has access to. Tags are also used to identify which technician is working on a specific machine and to prevent unused machinery from being tampered with. All that most employees need to know is not to interfere with any piece of equipment that has a lock or tag on it.

CPR/FIRST AID
There are several people trained in CPR and First Aid at all program locations and sites. CRJ encourages its employees to pursue this training. The American Red Cross provides training and recertification for the employees as needed. Each jobsite has one person trained in adult CPR and First Aid. Each jobsite has a complete First Aid kit that is checked weekly.

All elements of this safety policy are to be abided by to the best of your ability. Report your safety concerns and violations you witness to your supervisor and the safety director. If a worker commits a safety violation, a verbal warning will be issued. The second warning will constitute a written warning and the third a dismissal.
Appendix G – Alcohol and Drug-free Workplace Policy

GENERAL POLICY
Community Resources for Justice, Inc. ("CRJ") is committed to maintaining an alcohol and drug-free workplace to promote and protect the health and safety of our employees and clients. The abuse of alcohol and drugs undermines CRJ's mission by endangering the members of our community, tarnishing our reputation, and by lowering our productivity and the quality of our services. Accordingly, CRJ adopts this Drug-Free Workplace Policy.

ALCOHOL AND ILLEGAL DRUGS ARE PROHIBITED IN THE WORKPLACE

DEFINITIONS
The term "drugs" as used in this Policy means (a) any "controlled substance" as defined by state or federal law, (b) any substance whose manufacture, distribution, sale, possession or use is restricted or prohibited by law or (c) any substance whose manufacture, distribution, sale, possession or use by the specific employee is prohibited by law (for example, a prescription drug which is not prescribed for the employee who uses it).

The term "alcohol" as used in this Policy means distilled spirits (such as whiskey, vodka and gin), beer and other malt beverages, wine and all other intoxicating liquors.

Drugs. Any use, possession, manufacture, sale or distribution of drugs, whether or not such activities occur during working hours, is strictly prohibited. Working for CRJ while under the influence of drugs is strictly prohibited.

Prescription and Over-the-Counter Drugs. CRJ employees are permitted to use prescription drugs (prescribed to the employee using them) or over-the-counter medications as necessary, but not if such drugs or medications impair job safety or performance.

ALCOHOL
On-duty employees. The consumption of alcohol by an on-duty CRJ employee, whether or not the consumption occurs on CRJ's premises, is prohibited. An employee who appears to be under the influence of alcohol when reporting for duty or at any time while on duty is subject to discipline whether or not the consumption has occurred on CRJ's premises.

Off-duty employees: Alcohol consumption by off-duty employees, which impairs on-duty performance, is prohibited.

Possession: Possession of alcoholic beverages in or on CRJ's premises (including parking lots and recreation areas) is prohibited. Any exception to this policy can only be made by the President/CEO of the Agency.

DRUG OR ALCOHOL USE MAY RESULT IN TERMINATION
Discipline - Violation of the prohibitions contained in paragraphs 1-5 above will result in discipline ranging from a warning, suspension without pay, reassignment and/or other disciplinary measures up to and including immediate termination, depending on the circumstances.

CRJ MAY REPORT YOUR ILLEGAL ACTIVITY
Reporting. Evidence of possession, manufacture, use, sale or distribution of drugs may be turned over to the appropriate law enforcement agencies. CRJ will fully cooperate with all federal and state law enforcement agencies in their investigation of such activities.

Criminal Convictions. Personnel must notify CRJ of any criminal drug statute conviction (including guilty pleas and pleas of "no contest" or "nolo contendere") for a violation occurring in the workplace.
no later than five (5) days after any such conviction. CRJ, in turn, will notify any federal agency with which it is doing business or receiving grants of such conviction within ten (10) days after receiving actual notice of the conviction from the employee or otherwise. Personnel who are convicted of any criminal drug statute violation will be terminated immediately.

**ALCOHOL AND DRUG TREATMENT PROGRAMS ARE AVAILABLE**
Treatment - CRJ strongly encourages employees with drug or alcohol problems to seek professional help. Securing and paying for such professional counseling is the responsibility of the employee, except to the extent such treatment is covered by CRJ’s group medical insurance policy. Employees will not be terminated because they are undergoing treatment, but securing professional counseling in no way alters CRJ’s right to enforce this Policy.

Employee Assistance Programs - CRJ offers a free, voluntary, confidential counseling service, which provides professional help to employees and their family members for professional or family concerns. Life Works can be reached by calling (877) 858-2147, TTY/TDD (800) 999-3004. Visit [www.lifeworks.com](http://www.lifeworks.com) (user id: communityrfj and password: resources).

**KNOW YOUR DRUG-FREE WORKPLACE CONTACT PERSON**
Contact Person - You may contact Mike Tinberg, Manager of Employee Relations/Training & Development (617) 423-2020, ext. 2103 or email [mtinberg@crj.org](mailto:mtinberg@crj.org).
Appendix H – Violence and Weapons in the Workplace and Workplace Searches Policy

VIOLENCE
We have zero tolerance for violence. If employees engage in any violence in the workplace, or threaten violence in the workplace, their employment may be separated immediately. No threats of violence or joking about violence will be tolerated. All employees, clients and vendors must be treated with courtesy and respect at all times.

"Violence" includes physically harming another, shoving, pushing, harassing, intimidating, coercing, brandishing weapons, and threatening or talking of engaging in those activities. It is the intent of this policy to ensure that our employees, customers, and clients never feel threatened by any of these behaviors.

WEAPONS
CRJ prohibits all persons who enter Company property from carrying a handgun, firearm, or prohibited weapon of any kind onto the property regardless of whether the person is licensed to carry a handgun or not.

This policy applies to all Company employees, contract and temporary employees, visitors on Company property and clients, customers, and contractors on Company property, whether or not they are licensed to carry a concealed handgun. The only exceptions to this policy are police officers, security guards or other persons who have been given written consent by CRJ to carry a weapon on the property.

All Company employees are also prohibited from carrying a weapon while in the course and scope of performing their job for CRJ, whether or not they are on Company property at the time and whether or not they are licensed to carry a handgun. This policy also prohibits weapons at any Company sponsored function such as parties or picnics.

Prohibited weapons include any form of weapon or explosive restricted under local, state or federal regulation including all firearms, illegal knives or other weapons covered by the law. Legal chemical dispensing devices such as pepper sprays that are sold commercially for personal protection are not covered by this policy. If you have a question about whether an item is covered by this policy, please contact the Human Resources Department. You will be held responsible for making sure that any potentially covered item you possess is not prohibited by this policy.

"Company property" covered by this policy includes, without limitation, all Company owned or leased buildings and access ramps under CRJ’s ownership or control and Company owned vehicles.

SEARCHES
CRJ reserves the right to conduct searches of any person, vehicle or object that enters Company property. Pursuant to this provision, CRJ is authorized to search lockers, desks, purses, briefcases, baggage, toolboxes, lunch sacks, clothing, vehicles parked on Company property, and any other item in which a weapon, drugs, or other evidence of employee misconduct may be hidden. Searches may be conducted by Company management or local authorities. To the extent the search is requested by Company management and the employee is present, the employee may refuse the search; provided, however, that such refusal may result in termination of employment for refusal to cooperate. CRJ reserves the right to conduct searches on its property or authorize searches by law enforcement on its property without the employee being present.

EXCEPTIONS
There are no exceptions to this policy except as provided by state law.
VIOLATIONS/DISCIPLINE

Failure to abide by all terms and conditions of the policy may result in discipline for employees up to and including termination. Further, carrying a weapon onto Company property in violation of this policy will be considered an act of criminal trespass and will be grounds for immediate removal from CRJ property, and may result in prosecution.

THIS POLICY SHALL NOT BE CONSTRUED TO CREATE ANY DUTY OR OBLIGATION ON THE PART OF CRJ TO TAKE ANY ACTIONS BEYOND THOSE REQUIRED OF AN EMPLOYER BY EXISTING LAW.

If you become aware of anyone violating this policy, please report it to your supervisor and human resources immediately.
Appendix I – Open Door Policy (Job related Issues, Concerns or Grievances)

I. POLICY

In keeping with CRJ’s open communication environment, all CRJ employees have the right and are encouraged to speak freely with management about their job-related concerns. Employees are urged to go directly to their supervisor to discuss job-related ideas, recommendations, concerns and other issues which are important to the employee.

Additionally, CRJ has a Whistleblower Policy which provides the framework for dealing with serious financial and legal concerns as well as the appropriate protections afforded to employees when raising these issues. (See CRJ Policy 800.00, Whistleblower Policy)

II. PROCEDURES

A. Job Related Issues, Concerns or Grievances

Should an individual employee have a job-related idea, recommendation or grievance (called Concern) that they wish to have addressed, CRJ encourages that the individual employee use the following internal process:

1. The employee should first discuss the concern with their direct supervisor.
   a. In most cases, the direct supervisor will have knowledge of the immediate environment and daily issues and is best positioned to provide information/solutions satisfactorily.
2. If the employee believes that it would not be appropriate to address the concern with their supervisor, or if the employee believes that their supervisor has not adequately addressed the matter brought to their attention, the employee should address it with their next level of management or directly with the Human Resources (HR) Department.
3. Employees are encouraged to address their concern in person with their direct supervisor, or one level above.
4. Employees should expect a verbal response within five business days of the submission/discussion in the form of a resolution or status of the situation.
5. Employees who are dissatisfied with the Supervisor’s response, or if the concern is about the supervisor, then the employee may present the matter directly to the HR Director or Employee Relations Manager to assist in the resolution of the matter.
   a. Matters raised directly with the HR Department shall be addressed within a reasonable amount of time, as determined by HR, based on the circumstances relating to the matter.
6. If the party addressing the concern is other than the supervisor or HR, the party will document the response/resolution in writing with a copy to the supervisor, and to the employee, if requested.
7. If a written response or resolution is requested of the supervisor or other management, by the employee, a copy is provided to HR for review before disposition.

B. No Retaliation

1. When an employee speaks freely with management about their job-related issue, concern or grievance, he/she shall not be subject to retaliation or, adverse employment consequences.
2. Moreover, an employee who retaliates against someone who has spoken freely may be subject to discipline up to and including termination of employment.
C. Confidentiality

1. Discussions of job-related issues, concerns or grievances shall be kept confidential to the extent possible, consistent with the need to find resolution to the matter.
2. Disclosure of such discussions, by individuals not involved in the matter will be viewed as a serious disciplinary offense and may result in the termination of employment.
Appendix J – Whistleblower Policy - Serious Legal or Financial Concerns

All CRJ employees are expected to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. They must also practice honesty and integrity in fulfilling their responsibilities and comply with all applicable laws and regulations. CRJ has developed this Whistleblower Policy to direct the receipt, retention and treatment of complaints received related to legal, accounting, internal controls or auditing matters on behalf of CRJ.

REPORTING RESPONSIBILITY
Each employee has an obligation to report in accordance with this Whistleblower Policy: (a) suspected violations of laws (called Concerns), and (b) questionable or improper accounting or auditing matters. All reported concerns will be forwarded to Human Resources for investigation and escalation as appropriate.

NO RETALIATION
This Whistleblower Policy is intended to encourage and enable employees to raise concerns within CRJ for investigation and appropriate action. With this goal in mind, when an employee, in good faith, reports a concern he/she shall not be subject to retaliation or, in the case of an employee, adverse employment consequences. Moreover, an employee who retaliates against someone who has reported a concern in good faith may be subject to discipline and including termination of employment.

HOW TO REPORT CONCERNS
Employees should first discuss concerns with their immediate supervisor. If, after speaking with his or her immediate supervisor, the individual continues to have reasonable grounds to believe the concern is valid, the individual is uncomfortable speaking with his or her immediate supervisor, or the immediate supervisor is a subject of the concern, the individual should report his or her concern directly to the human resources department (617.423.2020, Extension 2103 or 2100). If a concern is reported verbally to any supervisor, the supervisor must instruct the reporting individual to submit the concern in writing. The immediate supervisor is required to report the concern to Human Resources within one business day, which has specific and exclusive responsibility to investigate or direct an investigation of all concerns. If the immediate supervisor, for any reason, does not promptly forward the concern to Human Resources, the reporting individual should directly report the concern to Human Resources.

HANDLING OF REPORTED VIOLATIONS
Upon receipt of a concern as defined in this policy, the Human Resources department will notify the sender and acknowledge receipt of the concern within two business days, if possible. All reports will be promptly investigated by or at the direction of Human Resources, and action will be recommended to the appropriate senior manager, executive manager or CRJ Board designee. In addition, action taken must include a conclusion and/or follow-up with the complainant for complete closure of the concern. HR will provide the complainant with a conclusion or if the investigation has not been completed, a status report within 15 business days of HR’s notification. CRJ has the authority to retain outside legal counsel, accountants, private investigators, or any other resource deemed necessary to conduct a full and complete investigation of the allegations.

ACTING IN GOOD FAITH
Anyone reporting a concern must act in good faith and have reasonable grounds for believing the information disclosed indicates an improper accounting or auditing practice, or a violation of law. The act of making allegations that prove to be unsubstantiated, and that prove to have been made maliciously, recklessly, or with the foreknowledge that the allegations are false, will be viewed as a serious disciplinary offense and may result in discipline, up to and including termination of employment. Such conduct may also give rise to other actions, including civil lawsuits.
CONFIDENTIALITY
Reports of concerns, and investigation pertaining thereto, shall be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation. Disclosure of reports of concerns to individuals not involved in the investigation will be viewed as a serious disciplinary offense and may result termination of employment. Such conduct may also give rise to other actions, including civil lawsuits.
Appendix K – FMLA Policy

In accordance with the Family Medical Leave Act (FMLA) the Agency will provide Family and Medical Leave to its eligible employees.

The function of this policy is to provide employees with a general description of their FMLA rights. In the event of any conflict between this policy and the applicable law, employees will be afforded all rights required by law. Should you have any questions, concerns, or disputes concerning this policy, please advise the human resources department in writing.

It is the policy of this company to grant up to 12 weeks of unpaid family and medical leave during any 12-month period to eligible employees, in accordance with the Family and Medical leave Act of 1993 (FMLA) and up to 26 weeks of leave in any 12-month period in compliance with the expansion of FMLA under The Support for Injured Service members Act of 2007.

ELIGIBILITY
To qualify to take family or medical leave under this policy, the employee must meet all of the following conditions:

1. The employee must have worked for CRJ for at least one year and have completed 1,250 hours of service over the 12 months prior to the commencement of the leave.
   a. The 12-month period during which an eligible employee may take up to 12 weeks of unpaid leave will be calculated on a rolling basis that looks back over the last 12 months to ascertain how much FMLA leave has been taken, and subtracts the total FMLA leave taken from the employee’s 12-week leave allotment.
   b. The 1,250 hours do not include time spent on paid or unpaid leave.

REASONS FOR LEAVE
To qualify as FMLA leave under this policy, the employee must be taking leave for one of the following reasons:

1. Birth/Adoption of a Child: The birth of a child, and to care for and bond with a child following the child’s birth, adoption, or placement in foster care with the employee. This sections includes bonding time following the birth, adoption, or placement of a foster child with the employee.
   a. Leave must be taken within the 12-month period following the child’s birth or placement with the employee.
   b. If married spouses both work for CRJ, their total leave in any 12-month period may be limited to an aggregate of 12 weeks if the leave is taken for the birth or placement of a child.

2. Immediate Family Member’s Serious Health Condition: To care for a spouse, son, daughter, or parent who has a serious health condition;
   a. Definition of Immediate Family Member: An employee’s spouse, son or daughter, and parents are immediate family members for purposes of FMLA. The term "parent" does not include a parent "in-law." The terms son or daughter do not include individuals age 18 or over unless they are "incapable of self-care" because of a mental or physical disability that limits one or more of the "major life activities" as those terms are defined in regulations issued by the Equal Employment Opportunity Commission (EEOC) under the Americans With Disabilities Act (ADA).
b. **Definition of Spouse**: Effective March 27, 2015 spouse for purposes of FMLA leave expressly includes individuals in lawfully recognized same-sex and common law marriages and marriages that were validly entered into outside of the United States if they could have been entered into in at least one state. This definition is the only definition of spouse that will be used within this FMLA Leave Policy.

3. **Pregnancy and Childbirth**: Pregnancy complications (including severe morning sickness and medically recommended bedrest), prenatal medical care, or childbirth that leave an employee unable to work at all or perform the essential functions of her job.

4. **Employee’s Serious Health Condition**: For a serious health condition that makes the employee unable to work at all or perform the essential functions of his or her job.
   
a. Spouses employed by the same facility are entitled to twelve (12) weeks leave for their own serious health condition without aggregation of leave time taken by the other spouse.
   
b. "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:

   i. any period of incapacity or treatment connected with inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility; or
   
   ii. a period of incapacity requiring absence of more than three calendar days from work, school, or other regular daily activities that also involves continuing treatment by (or under the supervision of) a health care provider; or
   
   iii. any period of incapacity due to pregnancy, or for prenatal care; or
   
   iv. any period of incapacity (or treatment therefore) due to a chronic serious health condition (e.g., asthma, diabetes, epilepsy, etc.); or
   
   v. a period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective (e.g., Alzheimer’s, stroke, terminal diseases, etc.); or,
   
   vi. any absences to receive multiple treatments (including any period of recovery therefrom) by, or on referral by, a health care provider for a condition that likely would
result in incapacity of more than three consecutive days if left untreated (e.g., chemotherapy, physical therapy, dialysis, etc.).

5. **Active Duty Qualifying Exigency:** The employee must attend to a qualifying exigency arising out of the fact that the employee’s spouse, child, or parent is on covered active duty or has been notified of an impending call or order to covered active duty in the Armed Forces.

   a. Qualifying exigencies include:
      
      i. Short-notice deployment;
      
      ii. Military events and related activities;
      
      iii. Childcare and school activities;
      
      iv. Financial and legal arrangements;
      
      v. Counseling;
      
      vi. Rest and recuperation;
      
      vii. Post-deployment activities; and
      
      viii. Additional activities not encompassed in the other categories, but agreed to by the employer and employee.

   b. The leave may commence as soon as the individual receives the call-up notice.

   c. Son or daughter for this type of FMLA leave is not limited to minor children as for other types of FMLA leave.

   d. “Military Duty” also includes a family member’s active duty in the National Guard or Reserves in support of a contingency operation.

6. **FMLA Military Caregiver Leave:** Eligible employees who are the spouse, child, parent, or next of kin of a covered servicemember are entitled to up to 14 weeks of additional leave during a single 12 month period (for a total of 26 weeks if combined with other FMLA leave), to care for the covered servicemember in the event the servicemember incurred a serious injury or illness in the line of active duty in the Armed Forces.

   a. Available leave not taken during the 12-Month Service-member Period, which begins on the first day leave is taken, will be forfeited.

   b. No more than 26 weeks of leave may be taken in a single 12-Month Service-member Period, and no additional extended leaves may be taken in other years for the same injury or illness.

   c. If married spouses both work for CRJ, their total Service-member Family Leave may be limited to an aggregate of 26 weeks.

---

1 The first visit to the healthcare provider must take place within seven (7) days of the first day of incapacity.
d. Next-of-kin is defined as the closest blood relative of the injured or recovering Service-member.

e. An employee is also eligible for this type of leave when the family service member is receiving medical treatment, recuperation or therapy, even if the Service-member is on temporary disability retired list.

f. Veterans: Caregiver Leave extends to spouse, parent, child, or next of kin veterans who were members of the Armed Forces (including the National Guard or Reserves) at any point in time within five years preceding the date on which the veteran undergoes medical treatment, recuperation, or therapy.

LIMITS ON FMLA FOR EMPLOYEE SPOUSES

Eligible spouses who work for CRJ are limited to a combined total of 12 workweeks of leave in a 12-month period for the following FMLA-qualifying reasons:

- the birth of a son or daughter and bonding with the newborn child
- the placement of a son or daughter with the employee for adoption or foster care and bonding with the newly-placed child
- the care of a parent with a serious health condition.

Eligible spouses who work for CRJ are also limited to a combined total of 26 workweeks of leave in a single 12-month period to care for a covered service member with a serious injury or illness (commonly referred to as “military caregiver leave”) if each spouse is a parent, spouse, son or daughter, or next of kin of the service member.

Eligible spouses who work for CRJ are each entitled to up to 12 workweeks of FMLA leave in a 12-month period, without regard to the amount of leave their spouse uses, for the following FMLA-qualifying leave reasons:

- the care of a spouse or son or daughter with a serious health condition;
- a serious health condition that makes the employee unable to perform the essential functions of his or her job; and
- any qualifying exigency arising out of the fact that the employee’s spouse, son, daughter, or parent is a military member on “covered active duty.”

If one of the spouses is not eligible for FMLA leave, these limitations on the combined amount of leave do not apply. The spouse that is eligible for FMLA leave is entitled to the full amount of leave.

NOTICE

Eligible employees seeking to use FMLA leave will be required to provide:

- 30-day advance written notice of the need to take FMLA leave when the need is foreseeable. Foreseeable needs include, but are not limited to pregnancy and a scheduled medical procedure.
  - Employees taking FMLA leave for a planned medical treatment will be required to consult with CRJ regarding the dates of treatment to avoid unnecessary disruption to Company operations.
- When the need to take FMLA leave is not foreseeable the employee is required to provide at least verbal notice to the employer within one or two business days of learning of the need to take FMLA leave.
- Employee notice must provide sufficient information for the employer to understand that the employee needs leave for FMLA-qualifying reasons; and,
• Absent extraordinary circumstances, employees are expected to notify CRJ within no less than 1 to 2 business days of learning of the need for leave.
• Under extraordinary circumstances where notice of the need for FMLA leave is not possible, the employee must provide notice that leave was taken for an FMLA qualifying reason within two business days of returning to work. Failure to provide such notice may be grounds for delay of leave.

Within two business days after receiving the employee’s notification of the need for leave, CRJ will provide the employee the following notice:
• Leave will be counted against the employee's annual FMLA leave entitlement;
• Required Medical Certification and the consequences of failing to do so;
• Notice that employee is required to use paid leave prior to FMLA leave, and the conditions related to using paid leave;
• Requirement for the employee to make co-premium payments for maintaining group health insurance and the arrangement for making such payments;
• Requirement to present a fitness-for-duty certification before being restored to the employee's job;
• Employee rights to job restoration upon return from leave;
• Employee's potential liability for reimbursement of health insurance premiums paid by the employer during the leave if the employee fails to return to work after taking FMLA leave; and
• Notice if the employee qualifies as a "key" employee and the circumstances under which such "key" employee may not be restored to his or her job following leave.

DOCUMENTATION REQUIREMENTS FOR FAMILY/MEDICAL LEAVE

Certification: Employees requesting leave for their own or a covered family member's serious health condition will be required to provide medical certification to substantiate their leave request. You may obtain Medical Certification Forms from the Human Resources Department. Such certification must be provided to CRJ thirty (30) days in advance of the leave request or as far in advance of the leave as practicable. Certification provided by the employee must consist of the following:

1. Contact information for the health care provider;

2. The date the serious health condition began, and probable duration of the condition;

3. Appropriate medical facts about the condition, within the knowledge of the healthcare provider;

4. Where the leave is required because of the serious health condition of a son, daughter, parent or spouse, a statement that the eligible employee is needed to care for the covered individual and the amount of time necessary for such care;

5. If the leave is necessitated by the employee's own serious health condition, a statement that the employee is unable to perform the functions of his/her position;

6. For intermittent leave or a reduced-leave schedule for planned medical treatment for the employee, certification must include the dates of leave or the estimated frequency or duration of expected incapacity due to treatment; or if for rehabilitation, a statement of the necessity for and duration of such intermittent leave or reduced-leave schedule.

Intermittent Leave: In the case of intermittent leave or leave on a reduced schedule for a son or daughter, spouse, or parent, a statement that the employee’s leave is necessary for the care of such individual or will assist in the individual's recovery, and the expected duration and schedule of the intermittent leave or reduced-leave schedule is required.
Recertification: CRJ may request periodic recertification for the serious health condition of the employee or the employee’s family member. Specifically, recertification may be sought if any of the following occur: circumstances change significantly; the employer receives information casting doubt on the reason given for the absence; or if the employee seeks an extension of his or her leave.

DOCUMENTS REQUIRED FOR MILITARY CAREGIVER LEAVE AND MILITARY FAMILY LEAVE

Certification of Qualifying Exigency: Employees requesting qualifying exigency leave will be required to provide certification providing the appropriate facts related to the particular qualifying exigency for which leave is sought. For leave to spend time with a military member on Rest and Recuperation leave will require a copy of the military member’s Request and Recuperation orders, or other documentation confirming the dates of the member’s leave. Certification will be required within 15 days of the request absent a reasonable explanation for further delay. Failure to provide certification may result in a denial of continuation of leave.

Certification of Military Caregiver Leave: Employees requesting leave to care for a covered servicemember will be required to provide certification by an authorized health care provider or by a copy of an Invitational Travel Order (ITO) or Invitational Travel Authorization (ITA) issued to any member of the covered servicemember’s family. An authorized health care provider is a:

1. United States Department of Defense (“DOD”) health care provider;
2. United States Department of Veterans Affairs (“VA”) health care provider;
3. DOD TRICARE network authorized private health care provider;
4. DOD non-network TRICARE authorized private health care provider; or

Certification of Military Caregiver Leave for a Veteran: Employees requesting leave to care for a veteran will be required to provide certification by an authorized health care provider (as defined in the previous paragraph). The employee may submit a copy of a VASRD rating determination or enrollment documentation from the VA Program of Comprehensive Assistance for Family Caregivers to certify that the veteran has a serious injury or illness. This documentation is sufficient regardless of whether the employee is the named caregiver. The employee will also be required to provide confirmation of family relationship and documentation of discharge date and status for a complete certification.

RETURNING FROM LEAVE

Under most circumstances, employees returning from medical leave will be reinstated to the same or an equivalent position, with equivalent pay, benefits and other terms and conditions of employment. However, CRJ may choose to exempt certain key employees from this requirement and not return them to the same or similar position.

Failure to return to work once all leave has been exhausted may result in termination of employment. Employees who believe they will be unable to return from FMLA due to their own serious health condition should contact the Human Resources Department to discuss possible alternatives. An employee who takes leave under this policy will be able to return to the same position or a position with equivalent status, pay, benefits and other employment terms. The position will be the same or virtually identical in terms of pay, benefits and working conditions.

At times, CRJ may restructure due to changing business and operational needs. These restructuring initiatives may result in position discontinuations, even positions held by employees out on FML or other types of leave.

Fitness-For-Duty: Employees who take leave for their own serious health condition will be required to provide a return to work, or “fitness-for-duty,” certification from the employee’s health care provider showing that the employee is able to resume work. The fitness-for-duty certification will be limited to the particular health condition that caused the employee’s need for FMLA leave. Certification must address the employee's ability to perform the essential functions of his or her job.
Employees who are unable to return to work at the end of the leave should notify their supervisor in writing at least two weeks in advance and must have the physician re-certify that the leave is medically necessary. Supervisors should contact Human Resources to discuss alternatives prior to taking any action if an employee is unable to return to work, has exhausted the 12 weeks of FMLA leave and/or is out of sick time or paid time off.

**EMPLOYEE STATUS AND BENEFITS DURING LEAVE**

While an employee is on leave, CRJ will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had been continuously employed during the entire leave period.

If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee or the employee's family member or a circumstance beyond the employee's control, CRJ will require the employee to reimburse CRJ the amount it paid for the employee's health insurance premium during the leave period.

While on paid leave, the employer will continue to make payroll deductions to collect the employee’s share of the premium. While on unpaid leave, the employee must continue to make this payment. The payment must be received in the Human Resources Department by the schedule determined by the employee and Human Resources Department. The employee’s health insurance coverage will be canceled if payment is more than 30 days late. If payment is more than 30 days late, CRJ will send the employee written notice of the late payment. If payment is not received by CRJ within 15 days of this notice, the employee’s health insurance will be cancelled.

**PAID OR UNPAID LEAVE**

Family/medical leave is unpaid leave. Employees will be required to substitute accrued paid leave (such as sick or vacation leave) for unpaid FMLA leave. To substitute accrued paid leave, the employee must follow CRJ’s policy for the use of that type of leave. If an employee does not meet the requirements to take paid leave under the employer’s normal leave policies, the employee may still take unpaid FMLA leave. Paid leave taken for reasons that do not qualify for FMLA leave does not count against the employee’s FMLA leave entitlement.

The substitutions of paid leave time for unpaid leave time does not extend the 12 week leave period. Further, in no case can the substitution of paid leave for unpaid leave time result in receipt of more than 100% of the employee’s salary.

Certain states have enacted leave laws that allow employees to elect not to use paid leave prior to taking state leave. To the extent these state laws preempt the FMLA, the state law applies. Employees on unpaid leave will not earn paid time off.

**INTERMITTENT LEAVE OR A REDUCED WORK SCHEDULE**

Employees may take leave on an intermittent basis (a single or several days at different points throughout the year) or work a reduced schedule when medically necessary to care for a seriously ill family member, or because of the employee’s serious health condition. Employees needing intermittent/reduced schedule leave for foreseeable medical treatment will be required to schedule the leave so as not to unduly disrupt CRJ's operations, subject to the approval of the employee's health care provider. If the Employee takes reduced schedule leave, CRJ will reduce the Employee’s salary based on the amount of time actually worked. In all cases, the leave may not exceed a total of 12 work weeks (or 26 work weeks to care for an injured or ill servicemember over a 12-month period).
CRJ may elect to temporarily transfer an employee seeking intermittent or reduced schedule leave to an available alternative position with equivalent pay and benefits to better accommodate the intermittent or reduced schedule.

Intermittent leave or a reduced leave shall not be permitted for birth or placement of a child.

NO WORK WHILE ON LEAVE
The taking of another job while on Family/Medical leave or any other authorized leave of absences is grounds for immediate termination.

EMPLOYER RESPONSIBILITIES
Once the Company becomes aware that an employee’s need for leave is for a reason that may qualify under the FMLA, the Company must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA.

If the employee is not eligible, the Company must provide a reason for ineligibility. The Company must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

ENFORCEMENT
Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer. The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

It is our hope that if employees feel that their right to FMLA has been improperly denied or interfered with, they will report such conduct to Human Resources, so that the Company can begin an internal investigation. However, employees may also file a complaint with the Department of Labor. For additional information or to file a complaint:

1-866-4-USWAGE (1-866-487-9243)
TTY: 1-877-889-5627
www.dol.gov/whd

WAIVER OF RIGHTS
An employee may voluntarily settle or release his or her FMLA claims without court or Department approval.

FRAUD
An employee who fraudulently obtains or uses family and medical leave is not protected by FMLA’s job restoration or maintenance of health benefits provisions, and the Company will take all available appropriate disciplinary action against such employee due to such fraud.
Appendix L – Domestic Violence Leave Policy

In addition to the Domestic Violence Leave available to all employees, and running concurrently with that leave, CRJ provides Domestic Violence Leave and Victim of Crime Leave in accordance with the laws of the states it operates in. Leave will be provided to the employees in the below states as required by the laws of the state in which they are employed.

POLICY STATEMENT
The following policy statement applies to all CRJ employees, regardless of location. Domestic violence permeates the lives and compromises the safety of thousands of employees each day, with tragic, destructive, and often fatal results. Domestic violence occurs within a wide spectrum of relationships, including married and formerly married couples, couples with children in common, couples who live together or have lived together, gay, lesbian, bisexual and transgender couples, and couples who are dating or who have dated in the past.

Domestic violence is defined as a pattern of coercive tactics which can include physical, psychological, sexual, economic and emotional abuse perpetrated by one person against an adult intimate partner, with the goal of establishing and maintaining power and control over the victim. In addition to exacting a tremendous toll from the individuals it directly affects, domestic violence often spills over into the workplace, compromising the safety of both victims and co-workers and resulting in lost productivity, increased health care costs, increased absenteeism, and increased employee turnover.

CRJ provides Domestic Violence Victim Leave in accordance with the Massachusetts law entitled “An Act relative to Domestic Violence”. If an employee or a covered family member of the employee is a victim of abusive behavior as defined by the Law then the Agency will provide the employee up to 15 days of unpaid leave in any 12 month period.

IMPORTANT DEFINITIONS:
(a) “Abuse” is defined as attempting to cause or causing physical harm; placing another in fear of imminent serious physical harm; causing another to engage involuntarily in sexual relations by force, threat or duress or engaging or threatening to engage in sexual activity with a dependent child; engaging in mental abuse, which includes threats, intimidation or acts designed to induce terror; depriving another or medical care, housing, food or other necessities of life; or restraining the liberty of another.

(b) “Abusive Behavior” includes domestic violence, stalking, sexual assault, and kidnapping.

(c) “Domestic Violence” is defined as abuse against an employee or the employee’s family member by a current or former spouse of the employee or the employee’s family member; a person with whom the employee or the employee’s family member shares a child in common; a person who is cohabitating with or has cohabitated with the employee or the employee’s family member; a person who was related by blood or marriage to the employee; or a person with whom the employee or the employee’s family member has or had a dating or engagement relationship.

(d) “Family Member” includes persons married to one another; persons in a substantive dating or engagement relationship or who reside together; persons having a child in common; a parent, step-parent, step-child, child, sibling, grandparent or grandchild; or persons in a guardianship relationship.

Whenever an employee or one of our employee’s family members is a victim of abusive behavior then Domestic Violence Leave can be used for the following purposes:
• to seek or obtain medical attention, counseling, victim services or legal assistance;
• secure housing;
• to obtain a protective order from a Court;
• to appear in Court or before a Grand Jury;
• to meet with a District Attorney or other law enforcement officials;
• or to attend child custody proceedings or address other issues directly related to the abusive behavior against the employee or his/her family member.

Employees who take Domestic Violence Leave will be required to exhaust all sick and vacation leave before they can take any unpaid leave.

Except in cases of imminent danger to health or safety, the employee must provide advance notice of a need for leave. If there is a threat of imminent danger to the health or safety of the employee or a member of the employee’s family, notice will not be required.

Employees who take an unscheduled absence for reasons protected by the Domestic Violence Leave law will have 30 days to provide documentation showing their need for leave to the Agency.

Employees who take leave under the Law will not lose any benefit that they are otherwise entitled to and will be entitled to be restored to their original job or an equivalent position.

The Agency will not retaliate against any employee who exercises his/her right to take Domestic Violence Leave. All information related to the employee’s leave is kept confidential and will be disclosed only to the extent that it is requested or consented to, in writing, by the employee; ordered to be released by a court of confident jurisdiction; otherwise required by applicable federal or state law; required in the course of an investigation authorized by law enforcement, including but not limited to, an investigation by the Attorney General; or necessary to protect the safety of the employee or others employed at the workplace.

Accountability for Employees Who Are Offenders: CRJ shall hold accountable employees who engage in any of the following behavior: (1) using company resources to commit an act of domestic violence; (2) committing an act of domestic violence from or at the workplace or from any other location while on official company business; or (3) using their job-related authority and/or company resources in order to negatively affect victims and/or assist perpetrators in locating a victim and/or in perpetrating an act of domestic violence.

IF CRJ finds that an employee has threatened, harassed, or abused an intimate partner at the workplace using company resources such as work time, workplace telephones, computers, mail, e-mail or other means, said employee should be subject to corrective or disciplinary action in accordance with existing company policy, collective bargaining agreements, statutes and regulations. In cases in which any employee intentionally uses his/her job-related authority and/or intentionally uses company resources in order to negatively impact a victim of domestic violence, assist an abuser in locating a victim, assist an abuser in perpetrating acts of domestic violence, or protect an abuser from appropriate consequences for his behavior, said employee should be subject to corrective or disciplinary action, in accordance with existing company policy, collective bargaining agreements, statutes and regulations.

The following are additional state-specific leaves and protections offered to victims of domestic violence. Where applicable, these leave will run concurrently to sick leave and/or CRJ’s Domestic Violence Leave policy.
California

1. **Victim of Crime**

Employers, regardless of size, must provide unpaid time off for a victim of a serious or violent felony to attend judicial proceedings related to the crime. The term "crime victim" applies to an employee who is a victim, the immediate family member of a victim, the registered partner of a victim or the child of a registered domestic partner of a victim.

2. **Domestic Violence** – Employers, regardless of size, must provide unpaid time off for employees to appear in court to obtain a temporary restraining order or other injunctive relief to ensure the safety of the employee or his or her child due to domestic violence. Employers must also provide victims of sexual assault with time off to appear in court.

Connecticut

1. **Leave for Victims of Family Violence** - In accordance with Connecticut law providing leave for victims of family violence, located at Conn. Gen. Stat. § 31-51ss, CRJ (having three or more employees) will permit employees who are victims of family violence a period of paid or unpaid leave during any calendar year in which such leave is reasonably necessary to:

   - Seek medical care or psychological or other counseling for physical or psychological injury or disability for the victim.
   - Obtain services from a victim services organization on behalf of the victim.
   - Relocate due to such family violence.
   - Participate in any civil or criminal proceeding related to or resulting from such family violence.

This unpaid leave is limited to 12 days during any calendar year. Leave includes paid or unpaid time away from work, which may include, but is not limited to, compensatory time, vacation time, personal days off, or other time off.

Please be advised that these leave provisions **do not:**

   - Prevent employers from providing more leave than is required.
   - Diminish any rights provided to any employee under the terms of the employment or a collective-bargaining agreement.
   - Pre-empt or override the terms of any collective-bargaining agreement effective prior to October 1, 2010.

CRJ is not required to provide paid leave if the employee is not entitled to paid leave pursuant to the terms and conditions of the employee’s employment, or paid leave would exceed the maximum amount of leave due the employee during any calendar year. However, the employee is entitled to unpaid leave if paid leave is exhausted or not provided.

**Note:** Family violence leave does not affect any other leave provided under state or federal law.

Employees whose need to use family violence leave is foreseeable are required to provide advance notice, up to seven days prior to the date leave will begin, of the intention to use such leave. Employees whose need for leave is unforeseeable are required to give notice of the intention to take leave as soon as practicable.

Upon CRJ’s request, employees must provide a signed, written statement certifying that the leave is for an authorized, family violence purpose. Employees are also required to provide a
police or court record related to the family violence or a signed, written statement that the employee is a victim of family violence. However, this statement must originate from an employee or agent of a victim services organization, an attorney, an employee of the Judicial Branch’s Office of Victim Services or the Office of the Victim Advocate, or a licensed medical professional or other licensed professional from whom the employee has sought assistance with respect to the family violence.

Any written statement or police or court record provided to CRJ will be maintained as confidential and will not be further disclosed except as required by federal or state law or as necessary to protect the employee’s safety in the workplace, provided the employee is given notice prior to the disclosure.

CRJ will not discharge, penalize, threaten, or otherwise coerce an employee in violation of the family violence leave provisions.

Any violations of these policies are to be reported to ___________ so the violations may be addressed and remedied, where applicable.

2. Employment Protection for Witnesses and Crime Victims - In accordance with Connecticut law regarding employment protection for witnesses and victims of crime, located at Conn. Gen. Stat. §§ 54-85b and 54-85d, CRJ will not deprive a person of employment or penalize, threaten, or otherwise coerce an employee in regards to employment, because of any of the following:

- The employee obeys a legal subpoena to appear before any Connecticut court as a witness in any criminal proceeding.
- The employee attends a court proceeding or participates in a police investigation related to a criminal case in which the employee is a crime victim.
- The employee attends or participates in a civil case in which the employee is a victim of family violence.
- A restraining order has been issued on the employee’s behalf pursuant to Conn. Gen. Stat. § 46b-15.
- A protective order has been issued on the employee’s behalf by a Connecticut court or by a court of another state, provided if issued by a court of another state, the protective order will be registered in Connecticut.
- The employee is a victim of family violence.

Additionally, CRJ will not deprive a person of employment or threaten or otherwise coerce an employee with respect to employment, because the employee, as a parent, spouse, child, or sibling of a victim of homicide or as a person designated by the victim, attends court proceedings with respect to the criminal case of the person(s) charged with committing the crime that resulted in the death of the victim.

For purposes of this policy, the term crime victim means an employee who suffers direct or threatened physical, emotional, or financial harm as a result of a crime or an employee who is an immediate family member or guardian of either of the following:

- A person who suffers such harm and is a minor, physically disabled, or incompetent.
- A homicide victim.

New York

1. Pursuant to New York State law CRJ will not penalize an employee who, as a victim or witness of a criminal offense, is appearing as a witness, consulting with a district attorney, or exercising his/her rights as provided in the Criminal Procedure Law, the Family Court Act, and the Executive Law. With prior day notice, CRJ will allow time off for victims or subpoenaed
witnesses to exercise his/her rights as provided in the Criminal Procedure Law, the Family Court Act, and the Executive Law [Penal Law §215.14]. If there are any questions or concerns regarding the leave that must be granted to victims or subpoenaed witnesses, contact the Human Resources Department. CRJ, upon request, will assist the employee in determining the best use of his/her attendance and leave benefits when an employee needs to be absent as a result of being a victim of domestic violence. If an employee requests time off to care for and/or assist a family member who has been a victim of domestic violence, CRJ will evaluate the employee’s leave request for eligibility under existing law and/or collective bargaining agreements applicable to the employee and the attendance rules.

CRJ is aware that victims of domestic violence may lack the required documentation or have difficulty obtaining the required documentation to justify absences without compromising their safety. Therefore, CRJ will consult with the employee to identify what documentation she/he might have, or be able to obtain, that will not compromise his/her safety-related needs and will satisfactorily meet the documentation requirement of the employer. Because there are confidentiality issues associated with the submission of documentation in these instances, submissions will be coordinated with CRJ’s personnel office.

Employees who are victims of domestic violence and who separate from a spouse (or terminate a relationship with a domestic partner, if covered), shall be allowed to make reasonable changes in benefits at any time during the calendar year where possible, in accordance with statute, regulation, contract and policy.

New York State has established that victims of domestic violence are now a protected class in the employment provisions of NYS Human Rights Law. [Executive Law § 296(1)(a); Executive Law §292(34)] This law prevents an employer from firing or refusing to hire any individual based on their status as a victim of domestic violence and prevents discrimination in compensation or in the terms, conditions or privileges of employment. CRJ will prohibit inquiries about a job applicant’s current or past domestic violence victimization, and prohibit employment decisions to be based on any assumptions about or knowledge of such exposure.

In cases in which it is identified that an employee’s work performance difficulties are a result of being a victim of domestic violence, said employee shall be afforded all of the proactive measures outlined in this policy, and shall be provided clear information about performance expectations, priorities, and performance evaluation. If a disciplinary process is initiated, special care should be taken to consider all aspects of the victimized employee’s situation, and all available options in trying to resolve the performance problems should be exhausted, including making a referral to the local domestic violence program and to an Employee Assistance Program, consistent with existing collective bargaining unit agreements, statute, regulations and company policy.

If reasonable measures have been taken to resolve domestic violence-related performance problems of a victimized employee, but the performance problems persist and the employee is terminated or voluntarily separates from employment, CRJ will inform the employee of his or her potential eligibility for unemployment insurance and will respond quickly to any requests for information that may be needed in the claims process. New York State law provides that a victim of domestic violence who voluntarily separates from employment may, under certain circumstances, be eligible for unemployment insurance benefits. [§593 of NYS Labor Law].
1. CRJ provides unpaid leave to employees who are victims of crimes or who are the immediate family members who are victims of certain crimes, subject to the following terms and conditions:

Definitions. For the purposes of this policy only, the following terms and conditions shall have the designated meanings:
Victim. Any person who suffers direct or threatened physical, emotional, psychological, or financial harm as a result of the commission or attempted commission of a crime.

Immediate Family. Father, mother, stepparent, child, stepchild, sibling, spouse, grandparent, or legal guardian of the victim, or any person involved in an intimate relationship and residing in the same household with the victim.

Eligibility/Grant of Leave. The Agency will grant an unpaid leave of absence for an employee to attend court or other legal or investigative proceedings associated with the prosecution of a crime in which the employee: (i) was a victim; (ii) is part of the immediate family of a homicide victim; (iii) is part of the immediate family of a child under the age of eighteen (18) who was a victim; or (iv) is part of the immediate family of an incompetent adult who was a victim. Any employee who takes leave under this policy may elect to use any accrued or unused paid time off during any portion of the leave of absence.

Procedure. An eligible employee must provide CRJ with copies of written notices of hearing, conferences, and meetings that the employee must attend as part of the criminal proceedings prior to taking such leave (the “Required Documentation”).

CRJ will keep the Required Documentation confidential to the extent required by law. Upon receipt of the Required Documentation, the Agency will grant employee leave for such period of time as necessary, as long as the length of the absence or the effect of the absence does not create an undue hardship on CRJ and the services it provides.
Appendix M – Written Information Security Program (WISP)

This space was intentionally left blank – policy approval is pending
Appendix N – ICCA Code of Ethics

INTERNATIONAL COMMUNITY CORRECTIONS ASSOCIATION

CODE OF ETHICS

PREAMBLE

The International Community Corrections Association (ICCA), as a private, non-profit, membership organization, acts as a world unifying body and public advocate for the causes and concerns of community-based residential services in the fields of criminal and juvenile justice, substance abuse, mental health, and mental retardation. As such, it expects of its members compassion, belief in the dignity and worth of human beings, respect for individual differences and a commitment to quality care for its clients. It requires of its members the professional background, research and expertise necessary to ensure performance of effective quality services delivered with integrity and competence. ICCA affirms its primary goal is the successful reintegration of the client into the community.

BASIC PRECEPTS

A. GENERAL CONDUCT

1. We are committed to contributing time and professional expertise to activities that promote respect for the utility, integrity and competence of those in the field of community-based residential services.
2. We will not condone dishonesty, fraud, deceit, or misrepresentation.
3. We will distinguish clearly between statements and actions made as private individuals and as representatives of agencies or organizations and ICCA.
4. We will conduct our daily relationships in a dignified, courteous and professional manner and will not exploit our professional relationships for personal gain.
5. We will work for change and improvement as part of the human service system within the framework of existing policy, procedures and tradition, respecting all elements of the system and interacting with each in a spirit of cooperation.
6. We will uphold and advocate for the values, knowledge and need for community-based residential services.
7. We will be committed to the development of sound policies and programs to maintain the quality and effectiveness of or services.

B. ETHICAL RESPONSIBILITY TO CLIENTS

1. We do not practice nor condone any form of discrimination on the basis of race, color, sex, age, religion, national origin, mental or physical handicap or any other preference or personal characteristic, condition or status.
2. We will serve clients with the maximum application of professional skill, competence and dedication to help them assume responsibility for themselves.
3. Exploitation of relationships with clients will not be condoned.
4. We will uphold clients’ rights to a relationship of mutual trust, privacy and confidentiality and to responsible use of information.
5. Adherence to standards essential to the health and safety, as well as to the well-being of clients, is fundamental to the quality of life and will be a primary concern.
6. We will assist clients to achieve self-fulfillment and maximum potential within the limits of the equal rights of others and the client’s legitimate desires and interests.
7. Toward those whose behavior is unacceptable, we will determine our course between empathy and allowing the client the freedom to take responsibility for his actions.
8. Our goal will be to provide clients with the opportunity for change and self-regulation and the achievement of their maximum potential.

C. ETHICAL RESPONSIBILITY TO COLLEAGUES

1. Respecting the training and performance of colleagues and other professionals, we will extend the cooperation necessary to enhance effective quality services to all.
2. We will respect differences of opinion and practice of colleagues and other professionals, expressing criticism in verbal or written communications in a responsible, appropriate and constructive manner.
3. We will extend to colleagues of other professions the same respect and cooperation that is extended to members of the International Community Corrections Association.

D. ETHICAL RESPONSIBILITIES TO EMPLOYERS AND CONTRACTORS

1. We will adhere responsibility to commitments made to our employers and contractors.
2. We will work to improve agencies’ and contractors’ policies and procedures and the efficiency, effectiveness and quality of services.
3. We pledge integrity in contracting for the provision of client services, procurement of grants and purchase of service contracts from any source.
4. We affirm the obligation of contracting agencies to negotiate fairly for the provision of client services and to avoid any practice resulting in unfair advantage to one party over another.

E. ETHICAL RESPONSIBILITIES TO THE COMMUNITY

1. We recognize our responsibility to the client without disregarding our responsibility to the community.
2. Believing in man’s ability to overcome his problems within the community, we will remain committed to helping clients to return to their communities as productive citizens.
Appendix O – HIPAA – (Privacy of Medical Information)

NOTICE OF PRIVACY PRACTICES

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY. If you have any questions about this Privacy Notice, please contact our Privacy Officer at (617) 482-2520.

I. Introduction

This Notice of Privacy Practices describes how we may use and disclose your protected health information to carry out treatment, payment or health care operations and for other purposes that are permitted or required by law. This Notice also describes your rights regarding health information we maintain about you and a brief description of how you may exercise these rights. This Notice further states the obligations we have to protect your health information.

“Protected health information” means health information (including identifying information about you) we have collected from you or received from your health care providers, health plans, your employer or a health care clearinghouse. It may include information about your past, present or future physical or mental health or condition, the provision of your health care, and payment for your health care services.

We are required by law to maintain the privacy of your health information and to provide you with this notice of our legal duties and privacy practices with respect to your health information. We are also required to comply with the terms of our current Notice of Privacy Practices.

II. How We Will Use and Disclose Your Health Information

We will use and disclose your health information as described in each category listed below. For each category, we will explain what we mean in general, but not describe all specific uses or disclosures of health information.

A. Uses and Disclosures for Treatment, Payment and Operations

1. For Treatment. We will use and disclosure your health information without your authorization to provide your health care and any related services. We will also use and disclose your health information to coordinate and manage your health care and related services. For example, we may need to disclose information to a case manager who is responsible for coordinating your care.

We may also disclose your health information among our clinicians and other staff (including clinicians other than your therapist or principal clinician), who work at Community Resources for Justice, Inc. For example, our staff may discuss your care at a case conference.

In addition, we may disclose your health information without your authorization to another health care provider (e.g., your primary care physician or a laboratory) working outside of Community Resources for Justice, Inc. for purposes of your treatment.

2. For Payment. We may use or disclose your health information without your authorization so that the treatment and services you receive are billed to, and payment is collected from,
your health plan or other third party payer. By way of example, we may disclose your health information to permit your health plan to take certain actions before your health plan approves or pays for your services.

These actions may include:
- making a determination of eligibility or coverage for health insurance;
- reviewing your services to determine if they were medically necessary;
- reviewing your services to determine if they were appropriately authorized or certified in advance of your care; or
- reviewing your services for purposes of utilization review, to ensure the appropriateness of your care, or to justify the charges for your care.

For example, your health plan may ask us to share your health information in order to determine if the plan will approve additional visits to your therapist.

We may also disclose your health information to another health care provider so that provider can bill you for services they provided to you, for example an ambulance service that transported you to the hospital.

3. **For Health Care Operations.** We may use and disclose health information about you without your authorization for our health care operations. These uses and disclosures are necessary to run our organization and make sure that our consumers receive quality care. These activities may include, by way of example, quality assessment and improvement, reviewing the performance or qualifications of our clinicians, training students in clinical activities, licensing, accreditation, business planning and development, and general administrative activities. We may combine health information of many of our consumers to decide what additional services we should offer, what services are no longer needed, and whether certain treatments are effective.

We may also provide your health information to other health care providers or to your health plan to assist them in performing certain of their own health care operations. We will do so only if you have or have had a relationship with the other provider or health plan. For example, we may provide information about you to your health plan to assist them in their quality assurance activities.

We may also use and disclose your health information to contact you to remind you of your appointment.

Finally, we may use and disclose your health information to inform you about possible treatment options or alternatives that may be of interest to you.

4. **Health-Related Benefits and Services.** We may use and disclose health information to tell you about health-related benefits or services that may be of interest to you. If you do not want us to provide you with information about health-related benefits or services, you must notify the Privacy Officer in writing at 355 Boylston Street, Boston, MA 02116. Please state clearly that you do not want to receive materials about health-related benefits or services.

**B. Uses and Disclosures That May be Made Without Your Authorization, But For Which You Will Have an Opportunity to Object.**

**Persons Involved in Your Care.** We may provide health information about you to someone who helps pay for your care. We may use or disclose your health information to notify or assist in notifying a family member, personal representative or any other person that is responsible
for your care of your location, general condition or death. We may also use or disclose your
health information to an entity assisting in disaster relief efforts and to coordinate uses and
disclosures for this purpose to family or other individuals involved in your health care.

In limited circumstances, we may disclose health information about you to a friend or family
member who is involved in your care. If you are physically present and have the capacity to
make health care decisions, your health information may only be disclosed with your
agreement to persons you designate to be involved in your care.

But, if you are in an emergency situation, we may disclose your health information to a spouse,
a family member, or a friend so that such person may assist in your care. In this case we will
determine whether the disclosure is in your best interest and, if so, only disclose information
that is directly relevant to participation in your care.

And, if you are not in an emergency situation but are unable to make health care decisions, we
will disclose your health information to:
• a person designated to participate in your care in accordance with an advance directive
  validly executed under state law,
• your guardian or other fiduciary if one has been appointed by a court, or
• if applicable, the state agency responsible for consenting to your care.

C. Uses and Disclosures That May be Made Without Your Authorization or Opportunity to
Object.

1. **Emergencies.** We may use and disclose your health information in an emergency treatment
situation. By way of example, we may provide your health information to a paramedic who
is transporting you in an ambulance. If a clinician is required by law to treat you and your
treating clinician has attempted to obtain your authorization but is unable to do so, the
treating clinician may nevertheless use or disclose your health information to
treat you.

2. **Research.** We may disclose your health information to researchers when their research
has been approved by an Institutional Review Board or a similar privacy board that has
reviewed the research proposal and established protocols to protect the privacy of your
health information.

3. **As Required By Law.** We will disclose health information about you when required to do
so by federal, state or local law.

4. **To Avert a Serious Threat to Health or Safety.** We may use and disclose health
information about you when necessary to prevent a serious and imminent threat to your
health or safety or to the health or safety of the public or another person. Under these
circumstances, we will only disclose health information to someone who is able to help
prevent or lessen the threat.

5. **Organ and Tissue Donation.** If you are an organ donor, we may release your health
information to an organ procurement organization or to an entity that conducts organ, eye
or tissue transplantation, or serves as an organ donation bank, as necessary to facilitate
organ, eye or tissue donation and transplantation.

6. **Public Health Activities.** We may disclose health information about you as necessary for
public health activities including, by way of example, disclosures to:
• report to public health authorities for the purpose of preventing or controlling disease, injury or disability;
• report vital events such as birth or death;
• conduct public health surveillance or investigations;
• report child abuse or neglect;
• report certain events to the Food and Drug Administration (FDA) or to a person subject to the jurisdiction of the FDA including information about defective products or problems with medications;
• notify consumers about FDA-initiated product recalls;
• notify a person who may have been exposed to a communicable disease or who is at risk of contracting or spreading a disease or condition;
• notify the appropriate government agency if we believe you have been a victim of abuse, neglect or domestic violence. We will only notify an agency if we obtain your agreement or if we are required or authorized by law to report such abuse, neglect or domestic violence.

7. Health Oversight Activities. We may disclose health information about you to a health oversight agency for activities authorized by law. Oversight agencies include government agencies that oversee the health care system, government benefit programs such as Medicare or Medicaid, other government programs regulating health care, and civil rights laws.

8. Disclosures in Legal Proceedings. We may disclose health information about you to a court or administrative agency when a judge or administrative agency orders us to do so. We also may disclose health information about you in legal proceedings without your permission or without a judge or administrative agency’s order when:
• we receive a subpoena for your health information. We will not provide this information in response to a subpoena without your authorization if the request is for records of a federally-assisted substance abuse program.

9. Law Enforcement Activities. We may disclose health information to a law enforcement official for law enforcement purposes when:
• a court order, subpoena, warrant, summons or similar process requires us to do so; or
• the information is needed to identify or locate a suspect, fugitive, material witness or missing person; or
• we report a death that we believe may be the result of criminal conduct; or
• we report criminal conduct occurring on the premises of our facility; or
• we determine that the law enforcement purpose is to respond to a threat of an imminently dangerous activity by you against yourself or another person; or
• the disclosure is otherwise required by law.

We may also disclose health information about a consumer who is a victim of a crime, without a court order or without being required to do so by law. However, we will do so only if the disclosure has been requested by a law enforcement official and the victim agrees to the disclosure or, in the case of the victim’s incapacity, the following occurs:
• the law enforcement official represents to us that (i) the victim is not the subject of the investigation and (ii) an immediate law enforcement activity to meet a serious danger to the victim or others depends upon the disclosure; and
• we determine that the disclosure is in the victim’s best interest.

10. Medical Examiners or Funeral Directors. We may provide health information about our consumers to a medical examiner. Medical examiners are appointed by law to assist in
identifying deceased persons and to determine the cause of death in certain circumstances. We may also disclose health information about our consumers to funeral directors as necessary to carry out their duties.

11. Military and Veterans. If you a member of the armed forces, we may disclose your health information as required by military command authorities. We may also disclose your health information for the purpose of determining your eligibility for benefits provided by the Department of Veterans Affairs. Finally, if you are a member of a foreign military service, we may disclose your health information to that foreign military authority.

12. National Security and Protective Services for the President and Others. We may disclose medical information about you to authorized federal officials for intelligence, counter-intelligence, and other national security activities authorized by law. We may also disclose health information about you to authorized federal officials so they may provide protection to the President, other authorized persons or foreign heads of state or so they may conduct special investigations.

13. Inmates. If you are an inmate of a correctional institution or under the custody of a law enforcement official, we may disclose health information about you to the correctional institution or law enforcement official.

14. Workers’ Compensation. We may disclose health information about you to comply with the state’s Workers’ Compensation Law.

III. Uses and Disclosures of Your Health Information with Your Permission.

Uses and disclosures not described in Section II of this Notice of Privacy Practices will generally only be made with your written permission, called an “authorization.” You have the right to revoke an authorization at any time. If you revoke your authorization we will not make any further uses or disclosures of your health information under that authorization, unless we have already taken an action relying upon the uses or disclosures you have previously authorized.

IV. Your Rights Regarding Your Health Information.

A. Right to Inspect and Copy.

You have the right to request an opportunity to inspect or copy health information used to make decisions about your care - whether they are decisions about your treatment or payment of your care. Usually, this would include clinical and billing records, but not psychotherapy notes.

You must submit your request in writing to our Privacy Officer at 355 Boylston Street, Boston, MA, 02116. If you request a copy of the information, we may charge a fee for the cost of copying, mailing and supplies associated with your request.

We may deny your request to inspect or copy your health information in certain limited circumstances. In some cases, you will have the right to have the denial reviewed by a licensed health care professional not directly involved in the original decision to deny access. We will inform you in writing if the denial of your request may be reviewed.
Once the review is completed, we will honor the decision made by the licensed health care professional reviewer.

B. Right to Amend.

For as long as we keep records about you, you have the right to request us to amend any health information used to make decisions about your care – whether they are decisions about your treatment or payment of your care. Usually, this would include clinical and billing records, but not psychotherapy notes.

To request an amendment, you must submit a written document to our Privacy Officer at 355 Boylston Street, Boston, MA, 02116 and tell us why you believe the information is incorrect or inaccurate.

We may deny your request for an amendment if it is not in writing or does not include a reason to support the request. We may also deny your request if you ask us to amend health information that:

- was not created by us, unless the person or entity that created the health information is no longer available to make the amendment;
- is not part of the health information we maintain to make decisions about your care;
- is not part of the health information that you would be permitted to inspect or copy; or
- is accurate and complete.

If we deny your request to amend, we will send you a written notice of the denial stating the basis for the denial and offering you the opportunity to provide a written statement disagreeing with the denial. If you do not wish to prepare a written statement of disagreement, you may ask that the requested amendment and our denial be attached to all future disclosures of the health information that is the subject of your request.

If you choose to submit a written statement of disagreement, we have the right to prepare a written rebuttal to your statement of disagreement. In this case, we will attach the written request and the rebuttal (as well as the original request and denial) to all future disclosures of the health information that is the subject of your request.

C. Right to an Accounting of Disclosures.

You have the right to request that we provide you with an accounting of disclosures we have made of your health information. An accounting is a list of disclosures. But this list will not include certain disclosures of your health information, by way of example, those we have made for purposes of treatment, payment, and health care operations.

To request an accounting of disclosures, you must submit your request in writing to the Privacy Officer at 355 Boylston Street, Boston, MA, 02116. For your convenience, you may submit your request on a form called a “Request For Accounting,” which you may obtain from our Privacy Officer. The request should state the time period for which you wish to receive an accounting. This time period should not be longer than six years and not include dates before April 14, 2003.

The first accounting you request within a 12-month period will be free. For additional requests during the same 12-month period, we will charge you for the costs of providing the accounting. We will notify you of the amount we will charge and you may choose to withdraw or modify your request before we incur any costs.
D. Right to Request Restrictions.

You have the right to request a restriction on the health information we use or disclose about you for treatment, payment or health care operations. To request a restriction, you must request the restriction in writing addressed to the Privacy Officer at 355 Boylston Street, Boston, MA, 02116. The Privacy Officer will ask you to sign a request for restriction form, which you should complete and return to the Privacy Officer.

We are not required to agree to a restriction that you may request. If we do agree, we will honor your request unless the restricted health information is needed to provide you with emergency treatment.

E. Right to Request Confidential Communications.

You have the right to request that we communicate with you about your health care only in a certain location or through a certain method.

To request such a confidential communication, you must make your request in writing to the Privacy Officer at 355 Boylston Street, Boston, MA, 02116. We will accommodate all reasonable requests. You do not need to give us a reason for the request; but your request must specify how or where you wish to be contacted.

F. Right to a Paper Copy of this Notice.

You have the right to obtain a paper copy of this Notice of Privacy Practices at any time. Even if you have agreed to receive this Notice of Privacy Practices electronically, you may still obtain a paper copy. To obtain a paper copy, contact our Privacy Officer at 355 Boylston Street, Boston, MA, 02116.

V. Confidentiality of Substance Abuse Records

For individuals who have received treatment, diagnosis or referral for treatment from our drug or alcohol abuse programs, the confidentiality of drug or alcohol abuse records is protected by federal law and regulations. As a general rule, we may not tell a person outside the programs that you attend any of these programs, or disclose any information identifying you as an alcohol or drug abuser, unless:

- you authorize the disclosure in writing; or
- the disclosure is permitted by a court order; or
- the disclosure is made to medical personnel in a medical emergency or to qualified personnel for research, audit or program evaluation purposes; or
- you threaten to commit a crime either at the drug abuse or alcohol program or against any person who works for our drug abuse or alcohol programs.

A violation by us of the federal law and regulations governing drug or alcohol abuse is a crime. Suspected violations may be reported to the United States Attorney in the district where the violation occurs. Federal law and regulations governing confidentiality of drug or alcohol abuse permit us to report suspected child abuse or neglect under state law to appropriate state or local authorities.

VI. Complaints

If you believe your privacy rights have been violated, you may file a complaint with us or with the Secretary of the U.S. Department of Health and Human Services. To file a complaint with us, contact our office responsible for receiving complaints at 355 Boylston Street, Boston, MA, 02116 and (617) 482-2520. All complaints must be submitted in writing. Our Privacy Officer, who can be contacted at 355 Boylston Street, Boston, MA, 02116, will assist you with writing your complaint, if you request such assistance. We will not retaliate against you for filing a complaint.

VII. Changes to this Notice

We reserve the right to change the terms of our Notice of Privacy Practices. We also reserve the right to make the revised or changed Notice of Privacy Practices effective for all health information we already have about you as well as any health information we receive in the future. We will post a copy of the current Notice of Privacy Practices at our main office and at each site where we provide care. You may also obtain a copy of the current Notice of Privacy Practices by accessing our website at www.crjustice.org or by calling us at (617) 482-2520 and requesting that a copy be sent to you in the mail or by asking for one any time you are at our offices.

VIII. Who will follow this Notice

All of the organizations listed below will follow this Notice of Privacy Practices.

- Community Resources for Justice, Inc.
  - Community Strategies of Massachusetts
  - Community Strategies of New Hampshire
  - Community Strategies of Connecticut
  - Social Justice Services
  - Crime and Justice Institute

In addition, the entities listed above may share health information with each other for treatment, payment or health care operation purposes.

If you have any questions about this Privacy Notice, please contact our Privacy Officer at (617) 482-2520 or rmccrossan@crj.org.

Any breaches of this policy pertaining to individuals in the care of CT DDS will be reported immediately to the Ombudsman’s toll-free number: 866-737-0331. DDS Policy and Procedure: Privacy of individually identifiable health information & Security of individually identifiable health information.

Resources:

DDS and External Links