

## DISCLAIMER

EMPLOYEES OF SANTEE-LYNCHES REGIONAL COUNCIL OF GOVERNMENTS ARE EMPLOYED AT WILL. THIS MEANS THAT EITHER THE EMPLOYEE OR THE COUNCIL MAY END EMPLOYMENT AT ANY TIME AND FOR ANY OR NO REASON. NOTHING IN THE COUNCIL'S HANDBOOKS, MANUALS, POLICIES, RULES, OR OTHER DOCUMENTS CREATES ANY CONTRACT OF EMPLOYMENT. CURRENT OR PAST POLICIES, PRACTICES OR PROCEDURES ARE NOT A PROMISE OR CONTRACT THAT THOSE POLICIES, PRACTICES OR PROCEDURES WILL CONTINUE IN THE FUTURE. ANY AND ALL POLICIES, PRACTICES, OR PROCEDURES MAY BE CHANGED BY THE COUNCIL FROM TIME TO TIME. THIS HANDBOOK REPLACES ANY PREVIOUSLY ISSUED POLICIES, PRACTICES AND UNDER-STANDINGS, WRITTEN OR ORAL, GOVERNING EMPLOYMENT. NOTHING CONTRARY TO OR INCONSISTENT WITH THE LIMITATIONS IN THIS PARAGRAPH CREATES ANY CONTRACT OF EMPLOYMENT UNLESS: 1) THE TERMS ARE IN WRITING; 2) THE DOCUMENT IS LABELED "CONTRACT"; 3) THE DOCUMENT STATES THE TERM OF EMPLOYMENT; AND (4) THE DOCUMENT IS SIGNED BY THE COUNCIL'S BOARD OF DIRECTORS.

I agree that I have received a copy of the employee handbook, that I have read the disclaimer above, that this document supersedes and replaces all prior policies and procedures, and that I understand that THIS DOCUMENT IS NOT A CONTRACT OF EMPLOYMENT.

\_\_\_\_\_  
Printed name of employee

\_\_\_\_\_  
Signature of employee

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

REVISION DATE: 3/15/2019

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\_\_\_\_\_  
Printed name of employee

\_\_\_\_\_  
Signature of employee

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

REVISION DATE: 3/15/2019

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**EMPLOYEE ACKNOWLEDGMENT OF CONFIDENTIALITY POLICY**

ACKNOWLEDGMENT OF CONFIDENTIALITY

As an employee, contractor, and/or volunteer for the Santee-Lynches Regional Council of Governments (Santee-Lynches), I understand that I may be working with sensitive and confidential information. I understand that the Board of Directors has adopted policies that govern the handling of confidential information. I have been provided a copy of, have read, and agree to abide by these policies.

Further:

I understand and agree that the confidential information that I learn in this office must remain in the office and is not to be discussed with anyone else, except as may be provided in the Personnel Procedures Manual.

I understand and agree that I cannot access confidential information for any reason other than for that what I have been authorized by my Department Chief and as may be required to do the work that has been assigned to me by the organization.

I understand and agree that the alteration or misuse of organization records, documents, or computer data is not acceptable and could subject me to disciplinary action and other penalties.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Department Head or Executive Director

\_\_\_\_\_  
Date

Copy to be retained in Employee's Personnel File

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**SANTEE  
LYNCHES**

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Regional Council *of* Governments

# Employee Policy Manual

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## **SECTION 1: EQUITY AND SAFETY IN THE WORKPLACE**

### **Purpose**

At the Santee-Lynches Regional Council of Governments (hereinafter "Santee-Lynches"), our goal is to ensure that every individual is afforded a work environment that is both free from harassment and other forms of unlawful discrimination and which fosters respectful and professional working relationships. Santee-Lynches recognizes that inappropriate behavior can compromise the integrity of the employment and/or contractual relationship and undermine an individual's self-worth and productivity.

Santee-Lynches is also committed to prohibiting and preventing workplace violence, and to providing a safe environment for our employees and anyone we serve.

Santee-Lynches intends for individuals and entities with which our organization contracts to implement policies and follow practices that meet the standards required both by state and federal law and by Santee-Lynches policies when providing services to Santee-Lynches employees and/or to the students and others who participate in the programs Santee-Lynches sponsors.

The purpose of this policy is to outline the standards and procedures relating to prohibiting, preventing, and addressing harassment and other forms of discrimination (Part I), workplace violence (Part II), and Santee-Lynches expectations of its affiliates, contractors, and others who utilize Santee-Lynches services (Part III).

### **Scope**

This policy applies to all Santee-Lynches personnel (including full-time, part-time, and intern positions) and to the Board of Directors.

#### **I. Anti-Discrimination/ Anti-Harassment**

##### **A. Equal Employment Opportunity Policy**

State and federal law and regulations prohibit employment decisions made on the basis of race, color, sex, religion, national origin, age, disability, genetic information, veteran status, or other similar protected status. For the purposes of this policy, "sex" includes sexual and/or gender orientation, pregnancy, childbirth, and related medical conditions, sex stereotyping, and transgender status.

Furthermore, it is the policy of Santee-Lynches to provide equal opportunity to all applicants for employment, and to administer all recruitment, hiring, compensation, training, promotions, discipline and other terms and conditions of employment without regard to any protected status. Any employee or applicant who believes that they have been discriminated against should report the matter to their supervisor or the Human Resources Manager immediately.

##### **B. Anti-Harassment Policy**

Santee-Lynches is committed to providing a work environment in which individuals are treated with appropriate respect and dignity. Each individual should have the opportunity to work in a professional atmosphere which promotes equal employment opportunities and prohibits all forms of employment discrimination, including unlawful harassment. All Santee-Lynches personnel and members of the Board of Directors are expected to conduct themselves in accordance with this policy. Individuals who are subjected to or who witness or receive a report of discrimination or harassment in violation of this policy are required to report that violation immediately as described in the reporting procedure found in this policy.

It is the policy of Santee-Lynches to prohibit all forms of unlawful harassment, including harassment based on sex, race, color, religion, national origin, religion, age, disability, genetic information, veteran status, or other similar protected status. For the purposes of this policy, "sex" includes sexual and/or gender orientation, pregnancy, childbirth, and related medical conditions, sex stereotyping, and transgender status.

Although the primary focus of this policy is the prohibition and prevention of unlawful discrimination or harassment, Santee-Lynches also discourages and will take reasonable action to address inappropriate conduct which does not rise to the level of being unlawful, but which violates the spirit of this policy. This could include unfavorable treatment based on unprotected personal characteristics or traits, or any conduct that simply fails to live up to expectations of courtesy and professionalism in the workplace.

1. Discrimination Generally

Discrimination for the purpose of this policy refers to unfavorable treatment relating to terms or conditions of employment due to an individual's protected status. This prohibition includes but is not limited to failure to hire or promote, inequity in pay or other benefits or opportunities, inequitable disciplinary terms or treatment, or any other act or omission that affects the terms or conditions of employment.

All employment actions or decisions must be based on legitimate business needs and considerations, without regard for a person's protected status.

2. Harassment Generally

Harassment includes any verbal, visual, physical or other conduct that is directed at an individual because of their protected status which:

- a. has the purpose or effect of creating an intimidating, hostile or offensive work environment;
- b. has the purpose or effect of unreasonably interfering with an individual's work performance; or
- c. otherwise adversely affects an individual's employment opportunities.

Harassment might take many different forms (e.g. jokes, ridicule, slurs, threats, written or graphic material, photographs, illustrations, e-mail, or any other communication or conduct that shows hostility or aversion to an individual or group based on a protected status).

3. Sexual Harassment

Includes any unwelcome sexual advances, requests for sexual favors, and other verbal or physical harassment of a sexual nature. Harassment does not have to be of a sexual nature, however, and can include offensive remarks about a person's sex.

4. Individuals and Conduct Covered by this Policy

This policy applies to all employees, Board of Directors, and interns, and prohibits harassment, discrimination and retaliation whether engaged in by peers, supervisors, managers, third-party vendors or trainers, or a member of the public. Conduct prohibited by this policy is unacceptable at the workplace and in any work-related setting outside the workplace, including but not limited to business trips, business meetings, business-related social events, and social events with peers or supervisors.

5. Conduct that does not Constitute a Violation of this Policy

Not every act or omission that might make an individual uncomfortable, unhappy or anxious in the workplace constitutes employment action that is in violation of the law or this policy. Examples of conduct that generally does not violate the law or this policy include:

- The imposition of disciplinary measures in accordance with Santee-Lynches policies and procedures;
- The appropriate use of managerial authority in directing day-to-day activities that serve legitimate work-related purposes;
- Incidental workplace stress and organizational changes.

6. Retaliation is Prohibited

It is a violation of this policy to retaliate in any manner against an individual who, in good faith, reports discrimination or harassment or who participates in an investigation of such a report.

7. Reporting Procedure

Any violation or suspected violation of this policy must be reported, via one of the following methods:

- a. Report to the first level supervisor. Note, if the violating individual is the supervisor or anyone in your chain of command, report to the individual at the level immediately above the harassing employee; or
- b. Report either in person or via mail directly to the Executive Director by mail to the following address:

Santee-Lynches Regional Council of Governments  
Attention: Christopher McKinney  
2525 Corporate Way, Suite #200  
Sumter, SC 29154

- Complaints involving or directed towards the Executive Director may be reported directly to the Chairman, Board of Directors by mail to the following address:

Travis Windham  
Chairman, Board of Directors  
2525 Corporate Way, Suite #200  
Sumter, SC 29154

8. Affirmative Duty to Report Violations

All Santee-Lynches employees and members of the Board of Directors who have experienced or witnessed conduct they believe is in violation of this policy have an obligation to report the conduct. The availability of the reporting procedure does not preclude individuals from also promptly informing the offender that their behavior is unwelcome and requesting that it stop.

In order to avoid misunderstandings, complaints of violations must include a written report, completed either by the complainant or the person receiving the complaint. The report attached form (Exhibit A) or similar document must be used and completed in full. Include additional information not required by the form as needed. Be sure to retain a copy of the report as evidence that you have made a complaint.

9. Investigation and Response

Any reported allegations of discrimination, harassment or retaliation will be appropriately investigated. The investigation process may vary, depending on the nature of the complaint. Complaints will be handled as confidentially as possible in keeping with the need to investigate. All employees, Board of Directors, and interns have an obligation to cooperate fully and truthfully with any investigation and not to discuss the investigation or engage in other conduct that might hinder an investigation. This prohibition does not mean an employee cannot complain to civil rights agencies. Any effort to hinder an investigation is prohibited.

When an investigation leads to the conclusion that a violation occurred, appropriate action will be taken.

## II. **WORKPLACE VIOLENCE PREVENTION AND PROHIBITION**

A. Prohibitions

This policy prohibits all workplace violence including, but not limited to, harassment, stalking, threats, physical attack, or property damage. Although workplace violence may be criminal conduct, it need not violate any criminal law to be a violation of this policy.

For the purposes of this policy:

- Threat means any speech or conduct that can be reasonably interpreted as an expression of intent to cause physical or mental/emotional harm, regardless of whether the threatening individual has the present ability to carry out the threat and regardless of whether the threatened action is conditional, contingent or future. "Joking" threats are also included.

- Physical Attack means unwanted or hostile physical contact with another person such as grabbing, hitting, pushing shoving, fighting, throwing objects or wielding a weapon or an item or substance being used as a weapon.
- Property Damage means intentional damage to property which is owned by the organization, its employees, or others.

B. Consequences of Violating this Policy

In addition to any discipline that might be imposed, Santee-Lynches will notify the appropriate authorities of complaints which may violate the law.

C. Prevention

Workplace violence is often preceded by warning signs. Awareness of and proper reporting when warning signs occur can prevent harm. Some examples of warning signs include:

- Threats of harm, including "joking" threats
- A history of violent behavior on or off duty
- Using physical intimidation
- Excessive discussion of weapons or carrying a weapon
- Expressing bizarre thoughts such as perceived conspiracies
- Obsession toward a failed or imagined love interest
- Expressing a grudge against coworkers or supervisors, including over "slights" that seem otherwise insignificant
- Fascination with incidents of workplace violence in the news
- Making hostile, degrading or inflammatory statements
- Muttering, hand-wringing, talking angrily to one's self, or other visible or audible signs of anxiety related to anger or frustration with others.

D. Employee Responsibility

In the event of an emergency in which lives are endangered, immediately call 911 and ensure no unnecessary exposure to harm by any individual.

In addition to maintaining an awareness of potential violence in the workplace, employees should alert their Department Chief, or the Executive Director if they have been subjected to violence outside of the workplace from someone who has threatened to or may come to the workplace to harm them or others.

Any employee who has secured a Protective Order from a court should make their Department Chief and the Executive Director aware of the order.

Any employee who believes that they are being subjected to or becomes aware that another employee is being subjected to harassment, threats, violence, or any other violation of this policy must report the incident to their Department Chief. If the offender is their Department Chief or if the employee is not comfortable reporting to that person, the employee can report directly to Human Resources or the Executive Director.

E. Management Responsibility

Any supervisor or member of management receiving a complaint of or otherwise becoming aware of a violation of this policy must report it immediately to the Executive Director.

Any reported allegations of violations will be appropriately investigated. The investigation process will be conducted subject to the nature of the complaint. Complaints will be handled as confidentially as possible in keeping with the need to investigate and resolve the problem. All personnel and members of the Board of Directors have an obligation to cooperate fully and truthfully with any investigation and to refrain from discussing the investigation with those who do not have a need to know. Any effort to hinder an investigation will be considered a violation of the policy just as the actual violation, including retaliation against the reporting individual(s).

When an investigation leads to the conclusion that a violation occurred, appropriate action will be taken.

### III. APPLICATION TO VENDORS, CONTRACTORS, and OTHER THIRD PARTIES

#### A. Legal Requirements and General Expectations

Many of the programs Santee-Lynches administers require that vendors, contractors and certain other service providers agree to maintain and comply with policies that prohibit, prevent, and appropriately address any unlawful discrimination based on an individual's protected status.

Certain state and federal laws prohibiting employment discrimination and harassment also require Santee-Lynches to protect the people it serves from unlawful harassment or other unfavorable treatment based on protected status by third parties who are present in the workplace, such as vendors or trainers.

In addition to legal requirements, Santee-Lynches policies reflect the organization's reasonable expectation that all individuals who are present in the workplace or who provide services to individuals under Santee-Lynches programs, will conduct themselves in a manner that demonstrates professionalism, courtesy, and common sense.

#### B. Third Parties who Provide Services Relating to Programs

Individuals or entities who provide services relating to grants - whether to/through Santee-Lynches or directly to participants - agree to comply with all applicable federal and state laws prohibiting unlawful discrimination.

Third parties providing program-related services are expected to comply with this policy and to implement and enforce their own practices and policies to prohibit and prevent unlawful discrimination. At any time, Santee-Lynches may ask any provider to produce copies of internal policies or information confirming compliance with this requirement. By accepting any grant award or contract or by participating in any Santee-Lynches programs or business, all such entities and individuals agree to produce those upon request.

Generally, third parties subject to this section will be required to sign the acknowledgement of receipt and agreement to comply with these requirements as shown in Appendix B of this policy.

#### C. Trainers, Vendors and Others who Provide On-Site Services

Trainers and other individuals or entities who provide services to our employees or participants in our programs are expected to observe our policies as set forth herein during the time they are present at our facilities or engaged elsewhere in providing services to Santee-Lynches.

Generally, third parties subject to this section will be required to sign the acknowledgement of receipt and agreement to comply with these requirements as shown at Appendix B of this policy.

#### D. Students

Although most of the provisions of this policy are aimed at protecting participants, students receiving services also are expected to demonstrate general courtesy and civility when interacting with each other, or with Santee-Lynches or its contractors/vendors. If any student fails to do so, Santee-Lynches will take appropriate action to address the situation.

### III. ENFORCEMENT

#### A. Enforcement Roles and Responsibilities

Maintaining a respectful, professional and harassment-free workplace is everyone's responsibility. The information below provides guidelines of actions expected of various levels of individuals. The lists and examples provided are instructional and not intended to be exhaustive. All individuals in the workplace are expected to use good judgment and common sense in determining when action is called for.



1. Board Members, Employees and Interns

All Board members, employees, and interns are responsible for:

- Familiarizing themselves with the policy;
- Creating and supporting a harassment-free workplace through adherence to the policy; and
- Bringing any incident of harassment or potential harassment observed or that they are aware of to their immediate supervisor, and/or Human Resources.

2. Supervisors

All supervisors are responsible for:

- Familiarizing themselves with the policy;
- Ensuring a harassment-free workplace and adherence to the policy;
- Stopping any harassment of which they are aware;
- Ensuring all employees' rights are respected;
- Supporting employees in the conflict resolution process; and
- Reporting incident(s) of harassment witnessed and reported by others to Human Resources.
- Taking appropriate preventative action or corrective disciplinary action.

3. Board of Directors and the Executive Director

The Board of Directors and the Executive Director share responsibility for:

- Ensuring employees are not exposed to harassment arising out of their employment
- Implementing this policy and its related processes and procedures
- Fostering a workplace free of harassment
- Holding supervisors accountable for carrying out their responsibilities related to ensuring a harassment-free workplace and adherence to this policy
- Communicating this policy to all employees
- Determining if the complaint is founded, unfounded or made in bad faith
- Making decisions for follow-up action to complete the complaint process, which may include discipline, up to and including dismissal

At any time during the process of handling a complaint where behavior of a criminal nature has occurred, or is thought to have occurred, the manager or employee subjected to this behavior must be informed that he/she has the opportunity to advance the complaint to the police for investigation. In cases where the employee has been afforded the opportunity to advance a criminal complaint but chooses not to do so, that choice should be respected except in circumstances where there is an overriding concern on the employer's behalf.

4. Consequences of Violating This Policy

In addition to any specific consequences listed in any section of this policy, Santee-Lynches may take any action which, in its sole discretion, it believes is reasonably expected to prevent or end any action or omission that is inconsistent with the goals of this policy. For employees, this could include any form of discipline up to and including discharge. It also could include requiring training, counseling or other forms of remediation designed to improve conduct.

If third parties violate this policy, such violations can result in any appropriate action including, but not limited to, cessation of the business relationship, banning from the property, and criminal prosecution or other legal remedies.

Whether and what action is taken will be determined by Santee-Lynches based on the seriousness and nature of the infraction.

## **SECTION 2: ADMINISTRATIVE PROCEDURES**

### **I. STAFF MEETINGS**

Generally, the Executive Director will call for staff meetings the second Tuesday morning at 8:30 AM in the Santee-Lynches Headquarters Conference Room. Notice of special/mandatory meetings will normally be provided in advance. Staff members who have topics for discussion at staff meetings shall discuss the topic in advance with the Chief for Administration.

### **II. MEETING CONTRACTUAL OBLIGATIONS**

Santee-Lynches places high priority upon fulfilling requirements contained in contracts executed with local, state, and federal agencies, as well as with other organizations which provide Santee-Lynches with planning, administrative management, and program implementation funds. All time schedules, scope of service elements, budgeting requirements, reporting requirements, and outcomes outlined in such contracts are to be met timely.

The above components in any contractual agreement are the direct responsibility of the Department Chief assigned to implement the particular terms, conditions, and to provide the specified quality of the contracted deliverables; whether they are products, services, or a combination of the two.

The assigned Department Chief and relevant finance staff are required to initial, in advance of execution by the Executive Director, contracts or grant agreements.

If, during the timeframe of a contractual agreement, the assigned Department Chief has a concern that he may not meet the specific terms and conditions, the Executive Director should be notified in writing at the earliest awareness of a potential problem by that Department Chief as to why, in their opinion, the contractual obligations are not able to be met as specified. Concurrently, corrective action plans must be developed by that Department Chief and submitted to the Executive Director for review prior to beginning their implementation. Upon direction from the Executive Director, the assigned Department Chief has primary responsibility for providing notice to the contractor, as to the nature and scope of the problem(s), the proposed solution, the projected timeframe in which the problem(s) will be corrected, and the consequences that may result from the problem.

While Santee-Lynches places high priority on the timely execution of contractual requirements, staff members are reminded of Santee-Lynches' obligation to also respond to specific member local governments and other non-member local government requests of a technical assistance nature in a timely manner. When such obligations conflict with contract completion timeliness, problem resolution strategies should be determined after consulting with the Executive Director.

### **III. ANNUAL GRANT APPLICATIONS**

It is the responsibility of the appropriate staff to notify the Executive Director sixty days in advance or as soon as practical prior to the due date for annual grant applications. The written portion of the application is the responsibility of the assigned staff person and must be reviewed by the appropriate Department Chief. The Executive Director and Deputy Executive Director will have responsibility for preparation of budgetary input for specific annual grant applications.

### **IV. CONTRACTS**

When preparing contracts, Santee-Lynches' staff should prepare at least two (2) originals and send both originals to the other party for execution with instructions to return both originals to Santee-Lynches for completion. Upon full execution by Santee-Lynches' staff, one (1) original should be mailed with a cover letter to the other party and one (1) original retained in the appropriate file.

Any changes to a binding contract must be agreed upon in writing by all contractual parties. An amendment, modification, or change order must be executed outlining changes to any terms and executed as outlined above.

## V. SPECIAL PROJECT OR DATA REQUESTS

When staff receive special (non-routine) project requests from member or non-member local governments, board members, private industry, outside agencies including school districts, colleges, etc. or individuals, the following procedure applies:

For new data collection, analysis, development or production - if time involved will be more than one hour - staff must discuss scope of project with ECS Department Chief and receive approval to proceed with project. A project budget must be developed to include staff time, supply or other costs and indirect charges. Prior to project startup, a Memorandum of Agreement, Contract or other Agreement must be developed to include the estimated costs of project and signed by requestor indicating their agreement to pay for work.

## VI. SANTEE-LYNCHES FUNDS

- A. Uncommitted Funds - The Executive Director, with the concurrence of the Executive Committee, is authorized to direct the Chief Financial Officer to invest any surplus funds of the organization in either U.S. Treasury Obligations or time deposits in insured banks, or savings institutions or the State of South Carolina Local Government Investment Pool.
- B. Operating Funds - All checks shall be signed by one party. For Santee-Lynches operations and/or savings accounts, approved signatories will be the Executive Director, the Board's Secretary/Treasurer and other board members designated by the Board. For Santee-Lynches Regional Development Corporation (hereinafter "RDC") accounts, signatories will be the Executive Director and designated RDC Board members.

## VII. CONFERENCE MEETING ROOMS

### HEADQUARTERS OFFICE:

The Santee-Lynches Headquarters Office maintains two (2) meeting rooms:

- The Conference Room will hold approximately 40 persons seated with tables. All scheduling for the room will be handled by the Administrative Assistant. The Administrative Assistant is to be notified as soon as practical regarding the scheduling or reserving of the room.
- The Small Meeting Room will hold approximately 6 persons seated with tables. All scheduling for the room will be handled by the Administrative Assistant. The Administrative Assistant is to be notified as soon as practical regarding the scheduling or reserving of the room.

### SC WORKS/ANNEX:

SC Works/Annex maintains two (2) meeting rooms:

- The Conference Room will hold approximately 12 persons seated at a central table.
- The Training Room will hold approximately 20 with tables and up to 30 persons with chairs only.

When meetings are scheduled for an individual room, it is the responsibility of the staff member hosting the meeting to assure that the room is in proper order prior to and after the meeting. No meetings shall be scheduled in the room after normal hours unless a Santee-Lynches employee is hosting or will be in attendance and will assume responsibility for restricting access to other areas of the building and/or securing the building following meeting adjournment.

## VIII. MEETINGS OF THE BOARD OF DIRECTORS

The policy body of the Santee-Lynches Regional Council of Governments is its Board of Directors. Regular meetings of the Board shall be held on the first Monday, every other month, in Sumter or at such other place as designated by the Board. All Department Chiefs are expected to attend Board Meetings. Other staff may be directed, from time to time, by their supervisor to be present at specific board meetings.

## IX. ADVISORY COMMITTEE RESPONSIBILITIES

Staff members who are assigned advisory committee responsibilities shall:

- A. Establish orientation procedures and personal contact with committee members;

- B. Prepare and distribute agendas, memoranda, and other materials as necessary, in accordance with committee rules of procedure;
- C. Record and maintain records of meeting minutes.

**X. MAIL**

Headquarters Office: Mail is distributed daily. The Administrative Assistant will receipt and endorse checks per the finance department policies and procedures.

Outgoing mail must be turned in before 4:30 PM each day in order to be postmarked that day. The Administrative Department or a designated staff member will take mail to the post office at that time.

SC Works/Annex: Mail is distributed each morning and taken to the post office in the afternoon by staff designee.

**XI. EQUIPMENT AND COMPUTER SYSTEMS**

If a computer or other equipment valued under \$5,000 and purchased with federal funds is no longer needed within the particular department that purchased it, disposition will be prioritized as follows:

- Check with program service providers to see if needed; if not,
- Check with other federally funded programs within Santee-Lynches; if not needed,
- Check with other non-federally funded programs within Santee-Lynches; if not needed,
- Complete transfer/disposal form and provide to appropriate (finance or workforce) staff
- Equipment should be placed in office surplus for disposal.

Prior to disposing of equipment valued at \$5,000 or more, each department is responsible for checking their respective program and administrative guidelines regarding disposal.

**XII. CLOSING THE OFFICE**

Each staff member is responsible for making sure lights in their department are turned off upon leaving the office for the day. The last staff member to leave the office for the day is responsible for ensuring the door is locked and security code set. Each staff member is to secure/lock their computer equipment at the end of the work day. All flash drives and software are to be properly cared for and secured.

**XIII. OFFICE AND SUPPORTIVE SERVICE SUPPLIES**

General office supplies are kept in the supply room of the Headquarters Office and SC Works/Annex. Supportive service supplies are generally specific to a program area and will be stored within that department. All staff members are responsible for notifying the Administrative Assistant, in advance, if an unusual quantity of a particular item will be needed. SC Works/Annex staff will work through the Administrative Assistant to order supplies on a designated date each month. Office and Supportive Service supplies must be purchased/procured as required by the Santee-Lynches Procurement Policy.

**XIV. PUBLIC INFORMATION**

All matters affecting the public information Santee-Lynches are the responsibility of the Executive Director. The following procedures shall be followed in relating to the news media:

- A. Routine news releases must be submitted to the Executive Director for review no later than one week prior to the desired publication date, if possible. If not possible, the Executive Director is to be notified of the circumstances. Public Notices must be submitted to Department Chiefs prior to release.
- B. No staff member may distribute any news releases or contact news media without the specific approval of the Executive Director.
- C. All proposals for staff participation in local radio or television programs must be approved in advance with the Executive Director. Fact sheets dealing with the subject matter may be prepared for submission to media members.
- D. No unscheduled interviews will be given without the approval of the Executive Director.

- E. Any staff member receiving a media request for comment or information will immediately report that request to the Executive Director.
- F. Santee-Lynches is a public organization, and as such, is subject to State of South Carolina Freedom of Information Act (FOIA) requests for release of public information to the media and the public. All FOIA requests are to be submitted using the form include as Appendix F of this policy. All FOIA requests are to be routed to the Chief for Administration upon receipt from the requestor.

#### **XV. TELEPHONE USAGE**

Santee-Lynches has numerous telephone lines: The organization's primary telephone number is (803)775-7381; the primary telephone number of the SC Works Office is (803)774.1300; and the primary telephone number of the HHS Department is (803)774.1980. The following procedures must be utilized in using the phones:

- A. Personal calls should normally be handled within a 1-3 minute period, unless it's an emergency.
- B. Employees may **not** make personal long distance calls on Santee-Lynches phone lines.
- C. Mobile phones that are the property of Santee-Lynches have been purchased for the safety and convenience of employees who spend a significant amount of time outside the office on official business. These phones are for business use only; therefore, the same procedures as above apply. (Please refer to the "Mobile Telephone Policy" on page 22.)
- D. The Santee-Lynches Headquarters fax operates from (803)773-9903. The fax number for the SC Works Sumter office is (803)774.2144, the Annex is (803)774.1030 and SC Works Camden Office is (803).432.6540.

#### **XVI. CLERICAL ASSISTANCE**

Routine clerical work requests may be provided to the Administrative Assistant in the Headquarters Office. Work may be provided directly or emailed to the Administrative Assistant. Any special instructions as to deadlines, format, etc. should be provided. The responsibility of dividing the work rests with the Chief for Administration. Contract labor is available on an as needed basis.

#### **XVII. OFFICE VEHICLES**

The use of office vehicles is to be scheduled, when available, for Santee-Lynches business. Priority will be given to the staff member driving the longer distance when there are two or more staff needing to utilize an office vehicle. It is each staff member's responsibility to ensure the office vehicle has not been previously reserved prior to assuming use of the vehicle. Office vehicle should be properly fueled (minimum ½ tank of fuel remaining) and properly cleaned out prior to returning to the parking lot.

Employees who drive an office vehicle must exercise due diligence to drive safely and to maintain the security of the vehicle and its contents. Use of cell phones (including texting), while behind the wheel of a moving staff car, is strictly prohibited. Employees are responsible for any driving infractions or fines as a result of their driving.

Employees must report any crash, theft, or damage involving an office vehicle to their department chief, regardless of the extent of damage or lack of injuries. Such reports must be made as soon as possible but no later than 48 hours after the incident. Employees are expected to cooperate fully with authorities in the event of a crash. However, employees are to make no voluntary statement other than in reply to questions of investigating officers.

Employees must also report any damage or repair/maintenance needs of an office vehicle when returning a vehicle or sooner, if the car needs immediate repairs.

Office vehicles must be used to the greatest extent possible for any travel outside of the Santee-Lynches region. For out-of-region travel, if an office vehicle is available and the employee, for their convenience, elects to drive a personal vehicle, mileage will be paid at the rate of \$0.25 per mile. For in-region travel, if an office vehicle is available and the employee, for their convenience, elects to drive a personal vehicle, mileage will be paid at the rate of \$0.25 per mile. To the greatest extent possible employees going to the same location at the same time should travel together.

## **XVIII. SMOKING POLICY**

All federal, state, and local laws regarding smoking will be followed. There shall be no use of tobacco products (to include cigarettes, cigars, pipes, or smokeless tobacco) in the building at any time. Smoking is prohibited within ten (10) feet of any building entrance, ventilation system air intake duct, or window. No special consideration for additional break time will be given to smokers.

Employees may not smoke in any office vehicle.

## **XIX. TIMESHEETS**

Timesheets must be turned in to the Finance Manager on both the 15<sup>th</sup> day and last work day of each month by 10:00 AM. Employees must record all hours worked and must have worked all hours recorded. Individual payroll checks will be issued via direct deposit into each employee's bank account on file. Failure to provide timesheets at the required time may result in delay in receiving compensation. Employees are required to submit their timesheets prior to departing on any scheduled leave if they will be out of the office on the 15<sup>th</sup> or last day of the month.

## **XX. MOBILE TELEPHONE POLICY**

Santee-Lynches employees may be provided a mobile telephone for work related purposes.

Employees should be cognizant that conversations on mobile telephones do not have the same security level as regular "hard line" telephones, and confidential information should not be discussed during mobile telephone conversations. Employees are required to observe the rules of common courtesy and professionalism when using Santee-Lynches mobile telephones.

Santee-Lynches mobile telephones and the communication services by which they are used represent a significant expense and are the property of Santee-Lynches. Santee-Lynches mobile telephones are to be used only for work-related calls. Whenever possible, employees must use regular "hard line" telephones for Santee-Lynches business to avoid unnecessary mobile telephone expense.

Santee-Lynches employees who are issued Santee-Lynches mobile telephones should **not** to make personal calls on Santee-Lynches phones, unless there is an emergency or safety concern.

Any employee who loses or damages any Santee-Lynches mobile telephone, must immediately report such loss or damage to their supervisor in writing and submit same to the Finance Department. Santee-Lynches will repair, at no cost to the employee, an employee's assigned mobile telephone the first time it is accidentally damaged. Thereafter, any employee who damages any Santee-Lynches mobile telephone will be required to pay the cost of replacing or repairing that mobile telephone. Employees will be responsible for replacement costs of any Santee-Lynches assigned mobile telephone they lose.

If any terminating employee fails to return a mobile telephone or returns same in a damaged condition, the cost of replacing or repairing the mobile telephone will be considered an advance of wages and deducted from the employee's final pay check(s). By accepting and using a mobile telephone, an employee specifically authorizes this deduction.

## SECTION 3: RECORDS AND INFORMATION MANAGEMENT

### I. Intent

Where the regulations governing programs, grants, or other projects impose a higher or more restrictive standard than those contained within this policy, the requirements of such federal and/or state law shall apply.

### II. Records Ownership & Workplace Privacy

A. **Records Ownership.** Except as otherwise provided, contract, custodial agreement, or law, the records stored by or in the possession of Santee-Lynches shall be considered the property of the Santee-Lynches. This ownership extends to, but is not limited to, Santee-Lynches electronic systems including all computers, peripherals, physical network, software, Internet access, electronic mail, and data files. The unauthorized access, removal, destruction or damage, use, and/or dissemination of such materials contrary to the requirements imposed by this policy are prohibited. The Executive Director shall serve as the Santee-Lynches' "custodian of records" for the purpose of complying with the state's Public Records Act.

Records, documents and files, whether stored in an employee's desk, ~~lockers~~, file cabinets, computer, discs, etc., is subject to review by Santee-Lynches. Storage of personal information - whether hard copy or electronic - on Santee-Lynches systems or property is discouraged. To the extent that any personal information is stored at work, employees are encouraged to segregate personal items but are reminded they may be subject to review and disclosure by Santee-Lynches, if an issue arises.

B. **Workplace Privacy.** The workplace is a place of work. An important part of work is communications and record keeping. No employee is at work 24 hours a day, seven days a week, and there are times when access to communications or records maintained by employees in their individual workspaces is needed by others. Each employee must understand that personal items and personal communications received or stored on Santee-Lynches' premises or property are not entitled to a guarantee of privacy. Management reserves the right to search property and documents in employee's desks, file cabinets, etc., should a disciplinary issue arise warranting search. In addition, Santee-Lynches reserves the right to review voice mail, electronic mail, computer files, and other electronic information generated by or stored in Santee-Lynches' electronic systems.

In addition to paper or hard copy records, electronic mail and data files residing on Santee-Lynches' electronic systems are subject to South Carolina's Freedom of Information Act (SC Code Section 30-4-30). Electronic mail and data files may also be "discoverable" and subject to subpoena under law. The contents of electronic mail or data files may be disclosed without the permission of the employee.

Notwithstanding Santee-Lynches' right to retrieve any electronic mail, voice messages, and similar data, such communications should be treated as confidential by other employees and accessed only by the intended recipient. Employees are not authorized to retrieve or read any electronic mail, voice message, and similar data that are not sent to them. Any exception to this policy must be approved by the applicable Department Chief or Executive Director.

### III. File Management (General Provisions)

Each Department Chief shall be responsible for ensuring departmental records are maintained in a manner that will facilitate their ease of use, retrieval, and protection against deterioration, mutilation, theft, loss, or destruction. The following general policies shall be observed by all employees in the management of records:

- A. The original copy of all records owned or created by Santee-Lynches shall be retained and shall be protected from deterioration, mutilation, theft, loss, or destruction. The retention of such records shall follow Santee-Lynches' record retention policy (see below and in Section VI).
- B. Records shall be filed by the responsible employee in a method that is easily understood. Employees are responsible for advising their Department Chief of the location and method of filing project records.

The centralized filing of departmental documents is encouraged and may be required by individual Department Chiefs.

- C. An original record or document may not be removed from the workplace except when approved by a Department Chief or the Executive Director or in cases where the onsite reproduction of an original record is impractical (i.e. large plan sheets or white boards) and such records are essential to an official off-site activity. Copies of such records (non-confidential) which are necessary to facilitate off-site meetings may be removed without prior approval.
- D. Files (copies of or original) removed from the office for business purposes must be transported securely. Santee-Lynches will provide locked boxes for the purpose of transporting confidential files or files with personally identifiable information. Where possible, documents should be placed in vehicle's trunk.

#### IV. Computer Use, Access, and Electronic File Management

- A. **Computer Use.** The computer system is designed and operated to conduct the official business of Santee-Lynches. Santee-Lynches permits unofficial use in so long as all provisions of this policy are followed. Except as approved by the Executive Director, a Department Chief, or required by the system's administrator in the maintenance of equipment or systems, access to and use of agency's computer system is limited to Santee-Lynches employees.
- B. **Unacceptable Use.** Unacceptable uses of Santee-Lynches' computer system include, *but are not limited to*,
  - 1. Accessing any material considered to be pornographic; to transmit or knowingly accept receipt of any communication that is pornographic, obscene, or which might contribute to a hostile environment in that it demeans individuals on the basis of race, sex, age, national origin, disability, or some similar distinction;
  - 2. Conducting business for outside employment or a personal business
  - 3. Soliciting others for non-work-related reasons
- C. **Software Use.** All software applications in use on agency computer systems must be duly licensed. No software may be installed, copied, or removed from Santee-Lynches equipment without permission of the System Administrator or Executive Director. Any software intended for use on Santee-Lynches' computer system is subject to the approval of the Executive Director. (**Note: This provision does not affect routine upgrade of licensed software or removal of obsolete software by the system's administrator**).
- D. **Electronic mail.** Santee-Lynches maintains and operates an electronic email system designed to conduct official business within the agency. All employees are assigned an email account for official business. All employees must use their assigned email account to conduct official business.

The email system may **not** be used to solicit or proselytize for commercial ventures, religious or political causes, outside organizations, or other non-job-related solicitations. Notices and information regarding any Santee-Lynches sponsored event or activity are considered job related. Discretion must be used for any unofficial agency-wide announcement or notice.

- E. **Electronic File Management.** Electronic records produced, collected, stored, and, where appropriate, disseminated by Santee-Lynches shall be subject to the provisions of this section. In addition to the requirements applicable to hard copy or paper records, the following shall apply:
  - 1. Backup of Critical Data - Each employee shall ensure that any critical data resident on their computer or peripherals is periodically backed-up and/or made available for backup to the appropriate location on the network. Employees are prohibited from encrypting data without authorization of the System Administrator.
  - 2. Passwords - Employees may not use unauthorized passwords and must not disclose their passwords to others without the authorization of the System Administrator.
  - 3. Disks - flash drives, CDs or DVD disks that are property of Santee-Lynches must be handled in a confidential and secure manner. It is the employee's responsibility to ensure appropriate and



responsible handling. Upon termination of employment, an employee must surrender all Santee-Lynches-owned documents, files, flash drives, and other related media.

## V. Confidentiality and Security of Sensitive or "Need to Know Only" Materials

- A. Many records produced, collected, stored, and, where appropriate, disseminated by Santee-Lynches contain non-public confidential data. Some confidential data may be protected from disclosure by federal or state statute. Examples of confidential information include, but are not limited to:
1. Medical records;
  2. Scholastic records and testing materials/scores;
  3. Social Security Numbers (SSN);
  4. Bank account numbers;
  5. Financial and business records including income tax returns related to contractors, partners, and program participants;
  6. Personnel records;
  7. Records related to ongoing investigations or legal proceedings;
  8. Records sealed by a court of competent jurisdiction;
  9. Records of the Long-Term Care Ombudsman Program; and
  10. Records that are or may be exempt pursuant to the South Carolina Freedom of Information Act or other law.
- B. The following policies shall be observed with respect to confidential information:
1. Confidential records are to be segregated from records containing routine or non-confidential data to the extent that is practical. Forms or files containing confidential information must be clearly marked.
  2. Confidential records must be secured in a locked filing cabinet or in an office that can be locked when unattended. Such records must be secured at the close of business each day or when otherwise unattended.
  3. Confidential records shall not be stored on a laptop or other portable device without the approval of the applicable Department Chief or Executive Director. The Department Chief or Executive Director may require the passwords for records and require that an employee provide a schedule for the transfer and deletion of records from portable devices.
  4. Copies of confidential records in paper or digital media shall not be removed from Santee-Lynches offices without the prior approval of the applicable Department Chief or Executive Director.
  5. Confidential records shall be shredded prior to disposal.
  6. Access to confidential records by employees is on a need-to-know basis. Questions regarding employee access to information shall be referred to the applicable Department Chief. Where access to records involves more than one department, such questions shall be referred to the Executive Director.
  7. Confidential records shall not be disseminated (verbally, electronically, graphically, or by any other means) to non-designated employees, contractors, vendors, volunteers, or out of agency persons (not including applicants/or clients to which the information pertains) except as may be provided under South Carolina's Freedom of Information Act, by contract, or pursuant to court order or subpoena. **The release of any confidential information must be pre-approved by the Executive Director or Deputy Executive Director.**
  8. The disclosure of records in the possession of, but not owned by, Santee-Lynches shall be subject to the requirements imposed by the entity or agency owning such records. The policies of Santee-Lynches for the security and protection of this information shall apply when not in conflict with those of the owning entity or agency.
  9. The responsible employee shall immediately notify the Department Chief or Executive Director in writing of the loss, theft, or unauthorized dissemination of records containing confidential information.

## VI. Records Retention

Records produced, collected, or stored by Santee-Lynches shall be retained, at a minimum, in accordance with the State of South Carolina's Public Records Act. Where the requirements imposed by contract, grant, or other applicable law require a greater retention period than those provided by the Santee-Lynches' specific schedule, such additional retention period shall apply. Further, any record that is relevant to any pending or anticipated litigation, claim, audit, agency charge, investigation or enforcement action shall, in addition to all other requirements, be retained at least until final resolution of the matter.

## VII. Open Records and Policy on the Disclosure of Information

Santee-Lynches records are available to the public pursuant to, and subject to the limitations of, the South Carolina Freedom of Information Act (FOIA).

- A. **Routine Requests for Public Records:** These requests, typically verbal or walk-in, involve minimal reproduction costs (less than \$20.00) and minimal staff time (less than one hour) and can be filled within the same working day. Such requests may include: making copies of or viewing recent board packets, minutes (from the preceding six months), Santee-Lynches' annual budget summary, recently approved plans/studies, etc. Except as provided below, no fee is assessed, and a form is not required for routine requests. The receptionist should refer routine records inquiries to the appropriate Department Chief. The Department Chief or their designee is responsible for promptly complying with the request.
- B. **Requests Requiring a Written FOIA Request and the Process for Responding:** Occasionally, requests will involve more voluminous or substantive records, involve requests for confidential or sensitive materials, and/or incur greater administrative costs to provide the information. These requests must be made via the "Freedom of Information Act Request" form (Appendix F) with supplemental fee schedule (Appendix G).

The following requests (types) require a written request:

1. All requests, regardless of record type, that involve more than \$20 in reproduction costs and/or one (1) hour or more of staff time;
2. Any request involving records that contain confidential or sensitive information as provided above;
3. Requests that may or may not require the reproduction of materials but will require the scheduling of room or area for the requestor to review the materials (with an employee present);
4. Frequent or repetitive requests subject to a determination by the Executive Director; and/or
5. Any request not considered **routine** as described previously.

Open records requests shall be provided to the applicable Department Chief and the Executive Director. The Department Chief, in coordination with the Finance Department, will advise the Executive Director of the estimated cost to be incurred and the availability of the requested records.

The release of Santee-Lynches documents, pursuant to an open records request, must be approved by the Executive Director. The Executive Director may consult with and seek the advice of the legal counsel prior to the release of records.

- C. **Fees:** The fee structure as outlined on the Fee Schedule Form (Appendix G) may be charged by Santee-Lynches for the research and/or reproduction of records.

## VIII. Records Management Training

All Santee-Lynches employees, contractors, or volunteers shall undergo a confidentiality orientation/training process, as specified by the Executive Director. This process will include the execution of the EMPLOYEE ACKNOWLEDGEMENT OF CONFIDENTIALITY POLICY document (see Attachment).

Adherence to the Records and Information Management Policy, and the principles of confidentiality, will be measured against the expectations set forth in each respective job description, and shall be addressed as an integral component of employee/volunteer's annual job performance review.

## IX. Confidentiality Disclaimer

The following disclaimer is to be attached to confidential Santee-Lynches email or facsimile transmissions:

*"This message is intended exclusively for the individual or entity to which it is addressed. This communication may contain information that is proprietary, privileged, confidential or otherwise legally exempt from disclosure. Any dissemination or use of this electronic mail or its contents by persons other than the intended recipient(s) is strictly prohibited. If you have received this communication in error, please notify the sender immediately and delete/destroy the related message."*

WARNING: All e-mail or facsimile correspondence to and from this address may be subject to public disclosure under the South Carolina Freedom of Information Act (FOIA).

## PERSONNEL POLICIES

### I. EMPLOYMENT GENERAL

The Executive Director and Department Chiefs are responsible for the enforcement of all personnel policies and for the handling of all matters pertaining to personnel.

- A. Department Chiefs and/or the Executive Director, at the discretion of the Executive Director, may interview applicants for non-executive level positions. The Executive Director will be responsible for hiring of all positions except the Executive Director's position. No person under 18 years of age will be considered for employment other than in a temporary position.
- B. It is the policy of Santee-Lynches to avoid any semblance of favoritism or nepotism that may possibly lead to a presumption of bias with regards to membership of the Board or employment with the organization. Santee-Lynches will not employ immediate family members of employees, Board members, or the Executive Director. For purposes of this policy, "immediate family" includes: spouse, parent, child, grandparent, grandchild, sibling, parent-in-law, grandparent-in-law, brother-in-law and sister-in-law, son-in-law, or daughter-in-law. Immediate family also includes step-parents, step-children, and/or step-siblings when the employee and the step-relative have lived together regularly in the same household. Unrelated employees residing together or otherwise engaged in a close personal relationship (such as domestic partner, co-habitant or significant other) are treated as being within the immediate family of each other for the purposes of this policy.

If employees become related by marriage and create a situation prohibited by this policy, they may continue to work provided one does not supervise the other and provided the relationship does not create a conflict in the office. If one employee is in the chain-of-command of the other, one of the employees may be asked to give up their position. If the employees cannot choose which of them it will be, the employee with the lower budgeted annual compensation may be removed. The removed employee may be considered for other positions for which he/she is qualified.

Situations not specifically addressed in this policy that, in Santee-Lynches' opinion, create a conflict of interest or give the appearance of a conflict of interest, will be handled at Santee-Lynches' discretion.

### II. EMPLOYMENT CATEGORIES

- A. Regular Full-Time Employees- Individuals employed by Santee-Lynches on a regular full-time schedule of at least 37.5 hours per week and who have successfully completed an initial probationary period of six months, unless otherwise informed in writing by the Executive Director. Regular full-time employees are eligible for all fringe benefits offered by Santee-Lynches.

With prior written approval from the Executive Director, regular full-time employees may exceed leave time accrued up to two days for an emergency situation. It is the employee's responsibility to verify leave balances and appropriately notify supervisor upon the first occurrence. In any pay period where negative annual leave balance exceeds 15 hours, the employee must repay the annual leave balance in the next pay period. Should a full-time employee have to repay annual leave for more than two consecutive pay periods, the employee's leave accruals will be pro-rated on a part-time basis and the position evaluated for employment classification.

- B. Probationary Employees- Individuals employed by Santee-Lynches on a regular full-time or part-time schedule are considered probationary employees until the successful completion of their six months probationary period. Such employees shall receive a formal evaluation of their performance at the end of the six-month period. Probationary employees are eligible for all Santee-Lynches benefits. Any person whose employment is terminated during or at the end of the probationary period shall not be entitled to any severance pay regardless of the reason for separation.

- C. Regular Part-time Employees- Individuals employed by Santee-Lynches regularly scheduled for fewer than 37.5 hours per week who have successfully completed an initial probationary period of six months, unless otherwise informed in writing by the Executive Director. Regular part-time employees are eligible for all Santee-Lynches paid leave benefits on the same ratio that their hours of employment, per week, bear to 37.5 hours (full work week). To the extent allowed by the terms of any particular plan, regular part time employees also are eligible to participate in retirement, health insurance, and other benefit programs.
- D. Temporary Employees- Individuals employed by Santee-Lynches for not more than a specific period of time or until the completion of a specified project or projects, whether on a full-time schedule or a part-time schedule, will be considered temporary employees. The only benefits temporary employees are eligible for are Worker's Compensation and retirement. In the event a temporary full-time employee working on a full-time schedule becomes employed on a regular full-time basis, the period of temporary employment will be credited to the individual's service for the purposes of determining eligibility for annual leave and sick leave if there is no break in service from the time of temporary employment to the time of regular full-time employment. Temporary service time will be credited to the six months' probationary period as well, if the full-time position is the same position held while a temporary employee.
- NOTE 1: Retirement participation is optional for temporary employees. In the event a temporary employee becomes a regular employee participation in the retirement program is mandatory.
- NOTE 2: All employees, including temporary employees, are considered "at-will".
- E. Federal Categories- For the purposes of complying with the appropriate provisions of the Fair Labor Standards Act (FLSA), only those positions in which the duties qualify under either the professional, administrative or executive exemptions are classified as exempt. All other employees are classified as non-exempt support staff. Employees will be informed at the time of hire of their FLSA status. The Executive Director may change the FLSA status of an employee based on evaluation of job duties and functions at any time.
- F. Post Teri Retiree Employees- The following policies are applicable for current employees continuing employment beyond their TERI separation date in a position the Executive Director deems essential to Santee-Lynches' function:
- The six-month probationary status is waived.
  - Health Insurance and Retirement will be consistent with requirements of PEBA. Other benefits for this class are as described in current personnel policies.

### III. OUTSIDE EMPLOYMENT

Santee-Lynches considers all full-time employees to be engaged in a primary employment relationship with the agency. Any outside employment by these employees is considered secondary employment.

Any employee, especially full-time employees, with outside employment must note the following:

- A. Outside employment must be completely separate from Santee-Lynches responsibilities and cannot give the appearance of a conflict of interest. Any full-time employee with, or contemplating, outside employment must discuss this matter in advance with the Executive Director. Outside employment must be approved by the Executive Director. Permission may be withdrawn at any time.
- B. Outside employment must not infringe upon Santee-Lynches duties or other staff members. Telephone calls, correspondence, use of office machines, and visitors related to outside employment is prohibited.
- C. Outside employment must not adversely affect daily performance of assigned duties.

### IV. EMPLOYMENT PROCESS

Once an applicant for a position with Santee-Lynches has been tentatively selected for the position, the following must be completed prior to that individual starting work.

- A. Salary will be discussed and verified with the Deputy Executive Director and the Chief Financial Officer before an offer is made to the candidate.
- B. A copy of these policies and procedures will be furnished to each selected candidate. The selected candidate will sign policies and procedures acknowledgement, after discussion with Human Resources Manager.
- III. The position description for the applicable job must be reviewed with the candidate.
- IV. All persons are employed with the understanding that they must serve a probationary period of six (6) months. Employment may be terminated within the period by either Santee-Lynches or the employee at any time with or without notice or reason.
- V. Employees will be expected to arrive and depart as outlined in job descriptions or as job responsibilities dictate - to be determined by the Department Chief.

## V. EMPLOYEE EVALUATIONS

Employee Evaluation - Each new employee should be formally evaluated at the end of the six (6) month probationary employment period. All evaluations will be completed by the employee's direct supervisor, reviewed by the Executive Director, and discussed with the employee. Subsequent evaluations will be completed annually. If there are unresolved questions or problems with the evaluation, they may be brought to the attention of the Executive Director. Evaluations shall be used to guide the employee in improving job performance. **Employees must sign all written evaluations or similar documents.** The employee's signature does not mean that the employee concurs with the evaluation, only that he/she received a copy.

## VI. AUTHORITY FOR EMPLOYMENT DECISIONS

The Executive Director is employed by and is responsible to the Santee-Lynches Board of Directors and shall serve at the pleasure of the Board of Directors.

All other staff shall be employed by, responsible to, and serve at the pleasure of the Executive Director. Generally, it shall be the authority and responsibility of Santee-Lynches to establish policy and the Executive Director shall have authority and responsibility to make daily executive and operational decisions in accordance with those policies. In the absence of the Executive Director, or in appropriate circumstances upon their request, the Board's Executive Committee may designate the Deputy Executive to exercise the authority of the Executive Director on an interim basis.

## VII. TERMINATION OF EMPLOYMENT

- A. Resignation - Any employee in good standing wishing to resign must furnish written notice of their intention to their Department Chief. Employees are asked to furnish at least ten (10) business days' notice in writing in advance of the effective date of resignation. Department Chiefs are asked to furnish at least twenty (20) business days' notice of the effective date of resignation. Employees who fail to give and work the appropriate notice will not be paid for accrued leave unless waived by the Executive Director.
- B. Non-Disciplinary Discharge - An employee discharged because of unsatisfactory performance may be given two weeks' notice of termination, or pay in lieu of notice, or neither, at the sole discretion of the Executive Director. An employee who declines to properly work any offered notice period is not eligible to receive compensation for unused annual leave.
- C. Disciplinary Discharge - An employee discharged for disciplinary reasons is not eligible for notice, pay in lieu of notice, or payment for accrued but unused annual leave.
- D. Elimination of Positions - An employee may be separated for such reasons as lack of available work, lack of funding, or changes in organizational structures. Employees affected by such circumstances shall normally receive not less than three weeks written notice of termination of employment or pay in lieu of notice, or a combination of the two. Such termination will be without adverse effect on the employee's eligibility for further employment with Santee-Lynches or other organizations. Positions eliminated and/or employees affected by such determinations are at the Executive Director's sole

discretion. The primary consideration is the business and operational needs of Santee-Lynches. Employees separated through elimination of position are eligible to receive compensation for any unused accrued annual leave.

## VII. COMPENSATION

- A. Salary (General) - Salary ranges for staff positions are established by Santee-Lynches and, to the extent practicable, are based on evaluation of comparable positions with peer organizations. However, establishment of a salary range for a position is not a guarantee that an employee's salary will be within that range.
- B. Salary Increases - The Executive Director in conjunction with the Department Chief, may make positional adjustments to employees' salaries. An employee is not eligible for salary increase until the satisfactory completion of the six (6) month probationary period of employment. Employees on disciplinary probation are not eligible for salary increase.
- C. Incentive Pay - Incentive Pay may be provided, on occasion, to those employees that exhibit exemplary efforts to accomplish goals or take on responsibilities over and above regular duties.
- D. Salary Payment - Direct deposits shall be made on both the 15<sup>th</sup> and last day of each month. Upon receipt of timesheets, pay stubs shall be available in the Finance Manager's Office. If the payday falls on a Saturday or Sunday, direct deposits will be made on Friday. An employee must report or request a review in writing to the Chief Financial Officer within fourteen (14) calendar days of the date on which they know or reasonably should have known that they failed to receive a benefit(s) or proper wages in accordance with Santee-Lynches policies.
- E. FLSA Salary Deduction Policy- Santee-Lynches deducts from employees' gross pay taxes and withholding required by the taxing authorities. Santee-Lynches may also deduct from employees' pay the employees' share of any premiums or plan contributions for insurance, retirement and similar plans that are elected by the employee. Santee-Lynches may make other deductions as required by law or court order. Santee-Lynches does not make unauthorized deductions and will reimburse employees if such deductions are made inadvertently once discovered either via internal audit or by employee reporting.

Cash, debts owed to Santee-Lynches, fringe benefits, uniforms, tools, equipment, vehicles, instruction manuals, keys, employee identification cards and other items belonging to Santee-Lynches that are advanced or issued to an employee but not repaid or returned by employee at the time of their termination are considered advances of wages, the value of which may be deducted from the employee's pay.

## IX. ATTENDANCE AND WORK HOURS

- A. Santee Lynches Operating Hours- Operating Hours are 8:30 AM - 5:00 PM Monday through Friday. Non-exempt employees are required to take a one (1) hour lunch break.
- B. Flexible Work Schedule (FWS) - Santee-Lynches is committed to helping employees face the demands of maintaining a work/life (balancing between work and family) by offering flexible work arrangements. These arrangements provide employees flexibility in their work schedule, while maintaining a professional and productive work environment.

The utilization of flexible work schedule is a privilege and not a right. Continued utilization is contingent upon maintaining performance standards (individual and department) and meeting all deadlines. Any degradation to customer service based on use of flexible work schedule is unacceptable. The number of employees working on site during office hours must always be sufficient to meet office and workload needs. Competing requests will be handled on a case by case basis.

All positions below Department Chief will be considered for a flexible work schedule on a case-by-case basis. Flexible Work Schedule establishes core hours within the standard business day during which an employee must be at their designated place of work. All employees working FWS hours are required to work a 7.5 hour day with a one (1) hour unpaid lunch break. Department Chiefs are authorized, from time to time, to approve the lunch hour be taken during the first or last hour of the work day.

Normal Business Day:	8:30 AM to 5:00 PM
Core Work Hours:	10:30 AM to 3:00 PM

Employees, with approval of their Department Chief, may shift their arrival or departure up to but not exceeding two (2) hours from the normal business day on a fixed schedule (not a daily shift).

- *Example 1: An employee may opt for a 9:30 AM to 6:00 PM work day to allow for a less compressed morning or to handle late afternoon work needs.*
- *Example 2: An employee may opt for a 7:30 AM to 4:00 PM work day to allow for a less compressed evening or to handle early morning work needs.*

Any further change to an individual employee's work schedule requires Department Chief approval.

Department Chiefs are not permitted to participate in a flexible work schedule due to the administrative and oversight nature of their responsibilities. Department Chiefs are also responsible for being cognizant of the schedules of their employees and ensuring all assigned work is completed in keeping with organizational standards regarding quality and timeliness. Department Chiefs will take any necessary corrective actions if quality of work and/or timeliness are negatively impacted by flexible work schedules.

Any employee absent from work due to illness or any unforeseen reason is required to notify their Department Chief at or before their individual work arrival time but no later than 8:30 AM of that day.

- C. Work Week - The work week for full-time staff members, is a minimum of 37.5 hours. However, due to the nature of the work of Santee-Lynches, it will, from time to time, be necessary for staff members to work more than regular office hours.
- D. Compensatory Time - There is no formal "compensatory time" policy at Santee-Lynches. Department Chiefs may, at their discretion and when approved in advance by the Executive Director, offer time off to exempt employees when appropriate in light of unusual or additional work performed. Such time, if offered, must be used within thirty (30) days or is lost. In no case will "comp time" be paid out.

Non-exempt employees are prohibited from working more than forty (40) hours in a work week, except in the case of an emergency. If an employee is asked to work overtime, he/she will be compensated for that overtime with the appropriate overtime premium as required by law.

## **X. BENEFITS**

Santee-Lynches strives to offer a competitive benefit program. Various benefits and plans may be amended from time to time to meet organizational needs. Santee-Lynches reserves the right to modify or terminate any benefit or plan at any time to the extent allowed by law. The following is an overview of benefits offered at the time of this publication.

- A. Health and Dental Insurance - Santee-Lynches shall pay the employer portion only of the premium cost of coverage selection by an employee for health and/or dental insurance secured by Santee-Lynches.



- B. Retirees Health Care Insurance - Santee-Lynches currently provides post-retirement health care insurance to employees who retire from Santee-Lynches. Santee-Lynches does not guarantee a continuation of this benefit after an employee retires.

Santee-Lynches must prefund these obligations to retirees; and will therefore follow the guidelines set forth by the South Carolina Employee Insurance Program in conjunction with the South Carolina Retirement System.

- C. Social Security/Medicare - Santee-Lynches shall participate in the Social Security System. All eligible employees shall be covered. The employee's share of the Social Security/Medicare taxes shall be deducted from the employee's pay.
- D. South Carolina Retirement System - Santee-Lynches shall participate in the PEBA Retirement System. All eligible employees shall be covered. The employee's share of retirement benefit coverage shall be deducted from the employee's pay.
- E. Worker's Compensation Insurance - Santee-Lynches shall maintain Worker's Compensation Insurance on all employees as prescribed by the South Carolina Worker's Compensation Law.
- F. Unemployment Insurance - Santee-Lynches makes payment of unemployment insurance directly to the State.
- G. Explanation of Benefits - All above benefits will be explained to new employees by the Human Resource Manager at the time of their joining the staff. A benefits checklist will be placed in each employee's personnel file.

## **XI. PERSONAL APPEARANCE**

As representatives of the agency, employees are expected to present a neat, well-groomed, businesslike, and professional appearance at all times. Appropriate dress and hygiene are important in promoting the appropriate image to our customers, both internally and externally.

General Business Attire:

- Coat and tie. This may be a suit, or a sport coat worn with dress trousers or appropriate khaki pants.
- Skirted suits, pantsuits, business-like dresses, and coordinated separates

Casual Business Attire: During occasions when the Executive Director authorizes Casual Business Attire, Khaki pants, and a full buttoned shirt or golf shirt are appropriate. All attire should be clean, well pressed, and not show wear.

Unacceptable Attire: Following is a list of examples of clothing items which are not acceptable on any workday. This list is not, nor is it intended to be, all inclusive.

- Jeans (unless specially authorized by the Executive Director for special events: fundraisers, office move, cleanup, etc.)
- Flip-flops or athletic shoes (unless medically necessary)
- Halter tops, tank tops, or spaghetti-strap tops (dress or blouse) worn without a jacket
- See-through blouses, low cut tops, tops or pants that leave midriff bare, pants with tears mini-skirts or shorts
- Inappropriately tight clothing
- Sweatpants, jogging suits, or wind suits
- T-shirts or sweat shirts (hoodies)

It is the Executive Director or Department Chiefs' responsibility to immediately notify an employee who is not in compliance. The Executive Director or Department Chief will determine whether an employee will be sent home to change clothes and annual leave charged.

**XII. LEAVE**

A. Holidays

The following days normally shall be observed as paid holidays:

January	New Year's Day
January	Martin Luther King Day (3 <sup>rd</sup> Monday of January)
February	President's Day (3 <sup>rd</sup> Monday of February)
March/April	Good Friday (Friday before Easter)
May	Memorial Day (last Monday in May)
July	Independence Day
September	Labor Day (1 <sup>st</sup> Monday in September)
November	Veteran's Day (11 <sup>th</sup> )
November	Thanksgiving Day and the Day after Thanksgiving (4 <sup>th</sup> Thursday and Friday in November)
December	Christmas Eve, Christmas Day and Day after Christmas

In the event a holiday occurs on Saturday or Sunday, the following Monday shall be taken as the holiday. Holidays that occur while an employee is on annual leave or sick leave will not be charged against the employee's leave balance.

B. Annual Leave during the Six-Month Probationary Period

Full time employees: during the six-month probationary period of employment, annual leave shall accumulate at the rate of one-half (1/2) day per calendar month. Thereafter, annual leave is accrued on the basis of one (1) full day per month employed.

Part time employees: employee shall accrue a pro-rata share of annual leave based on number of hours worked as a percentage of 37.5 hours per week. Unless agreed to as a condition of employment, no leave time can be advanced during the probationary period.

C. Annual Leave

Annual Leave shall be accrued at rates as follows:

<b>Years of Service</b>	<b>Accrual Rate</b>	<b>Annual Accrual Rate</b>	<b>Max Carry Over</b>
Date of Hire - Six Months	½ day per month		15 days
Six Months - 2 years	1 day per month	12	15 days
3 years - 5 years	1 ¼ days per month	15	20 days
6 years - 8 years	1 ½ days per month	18	25 days
9 years - 11 years	1 ¾ days per month	21	30 days
12 years - 15 years	2 days per month	24	35 days
16+ years	2.5 days per month	30	40 days

Effective January 1, 2019 through December 31, 2019, the maximum days an employee may carryover is reflected in the table above. Maximum days an employee may get paid upon termination from the agency will be two (2) days more than their carry over amount. It shall be the responsibility of the employee to notify the Finance Manager of an approaching anniversary date. Annual leave accruals are earned at one/half of monthly accrual rate per pay period.

With prior written approval from the Executive Director and after successful completion of the new employee period of probation, employees may exceed leave time earned up to two (2) days for an emergency situation. Any abuse or ongoing leave without accumulation will result in discipline up to and including discharge. In any pay period where negative annual leave balance exceeds 15 hours, the employee must repay the annual leave balance in the next pay period.

Should a full-time employee have to repay annual leave for more than two consecutive pay periods, the employee's leave accruals will be pro-rated on a part-time basis and the position evaluated for employment classification. If legitimate circumstances exist for the employee to be categorized as part-time, the employee will be notified in writing. Should an employee's employment with Santee-Lynches be terminated for any reason, the wage value of any advanced leave will be deducted from the employee's final paycheck as an advance of wages.

When taking annual leave and an unforeseen situation causes the office to close, the employee will be charged annual leave.

In order to be eligible for payment of accrued but unused annual leave upon termination, an employee must have given and properly worked any requested notice period or have been terminated for other than disciplinary reasons and have properly worked any offered notice period.

State Retiree employees will be paid out for all of accrued unused annual leave at the time of retirement up to the maximum specified above. If State Retiree employees return to a position with Santee-Lynches as provided in Section II, F of these personnel policies, annual leave accruals are at the discretion of the Executive Director to negotiate. Annual Leave benefits for continued employment past 48 months will be as described in current personnel policies.

Leave conflicts will be determined on a case by case basis, except that the Executive Director may set annual leave schedules as needed in the best interest of Santee-Lynches' work program.

Submitting Requests for Annual Leave

Requests for annual leave must be sent via email to the employee's Department Chief. The email request must contain the following information: type of leave request (annual, sick, funeral); date(s) of request; time of leave request; total time of leave request. The Department Chief will respond to the employee notifying them that the leave request was either approved or denied. Department Chiefs are responsible for ensuring that employee(s) has sufficient leave balances to accommodate their request. The employee is responsible for including all approved leave emails with their timesheets submitted to their Department Chief at the end of each pay period. It is the Department Chief's responsibility to resolve any discrepancies, to ensure proper reporting and accounting of leave, prior to timesheets being submitted to the Finance Department. Leave requests will be made in increments of 0.25/hour (15 minutes = 0.25/hour; 30 minutes = 0.50/hour; 45 minutes = 0.75/hour; 60 minutes = 1.0/hour with anything over ten minutes going up to the next quarter hour).

EXAMPLE:

<b>Type of Leave</b>	<b>Date(s) of Leave</b>	<b>Time (s)</b>	<b># of Hours/Days Requested</b>
A/L	May 15, 2018	2:00-3:00 p.m. 3:00-5:00 p.m.	1.0 hour lunch 2.0 hours leave

D. Sick Leave

Sick leave with pay shall accrue at the rate of one (1) work day per calendar month to a maximum of sixty (60) days. Sick leave accruals are earned at 0.5 of the monthly accrual rate per pay period and may be utilized in quarter hour increments. Sick leave may be taken in the event of:

- a) illness of employee,
- b) employee or immediate family's member's doctor/dentist appointments, or
- c) in circumstances where illness in the employee's immediate family makes it necessary for the employee to be absent. For the purposes of this policy, immediate family means:

mother, father, mother-in-law, father-in-law, spouse, child, sibling, grandchild, or grandparent of any employee.

Upon termination of employment with Santee-Lynches, an employee shall not be paid for any sick leave which has been accrued but not used. State Retiree employees will accrue sick leave days at one day per month from the date of re-hire and, upon termination of employment, will not be paid any unused accrued sick leave. At the discretion of the Executive Director, sick leave carry-over days at re-hire can be negotiated. State Retiree employees are subject to the maximum of sixty (60) as above.

When taking sick leave and an unforeseen emergency closes the office, the employee will be charged sick leave.

Requests for sick leave must be sent via email to employee's Department Chief. The email request must contain the following information: type of leave request (annual, sick, funeral); date(s) of request; time of leave request; total time of leave request. The Department Chief will respond to the employee notifying them that the leave request was either approved or denied. Department Chiefs are responsible for ensuring the employee has sufficient leave balances to accommodate their request. The employee is responsible for including all approved leave emails with their timesheets submitted to their Department Chief at the end of each pay period. It is the Department Chief's responsibility to resolve any discrepancies, to ensure proper reporting and accounting of leave, prior to timesheets being submitted to the Finance Department. Leave requests will be made in increments of 0.25/hour (15 minutes = 0.25/hour; 30 minutes = 0.50/hour; 45 minutes = 0.75/hour; 60 minutes = 1.0/hour with anything over ten minutes going up to the next quarter hour).

EXAMPLE:

<i>Type of Leave</i>	<i>Date(s) of Leave</i>	<i>Time (s)</i>	<i># of Hours/Days Requested</i>
S/L	June 12, 2018	2:30-5:00 p.m.	2.5 hours leave

Santee-Lynches reserves the right to require that any employee submit a doctor's excuse in connection with sick leave taken. Additionally, Santee-Lynches may require a doctor's release to return to work.

E. Bereavement Leave

Leave with pay, not to exceed three (3) days may be granted to an employee when a death occurs in an employee's immediate family. For the purpose of this policy, immediate family is defined as mother, father, sibling, spouse, child, grandchild, grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, or immediate niece/nephew. One (1) day will be granted to an employee when a death occurs for an aunt or uncle. Santee-Lynches reserves the right to require proof of relationship and/or attendance at the funeral. Employees will also be granted up to three (3) hours bereavement time to attend the funeral of a non-family member. With approval from their Department Chief, employees may combine bereavement leave with annual leave.

F. Court Leave

An employee who is summoned for jury duty will be granted paid leave for the period of such absence, up to a maximum of 80 hours per calendar year. An employee excused from jury duty is expected to return to work as soon as practicable. If the employee fails to return to work, time excused from court services will be charged to annual leave or leave without pay. The employee will be paid their regular salary and is required to submit to the Santee-Lynches Finance Department any payment received from the Clerk of Court for jury duty performed.

An employee subpoenaed to appear on behalf of Santee-Lynches or for any work-related reasons will be paid for such time. Employees engaged in private litigation must use annual leave or leave without pay.

### XIII. LEAVES OF ABSENCE

#### A. Military Leave

Employees are entitled to such leave of absence and reinstatement upon return from leave of absence for military service (including Reserve and National Guard duty) as may be provided by applicable state and federal law. The provisions of such laws change from time to time and for that reason no effort is made to set forth the law in this policy.

#### B. Physical Disability and Leave of Absence

1. An employee who has completed their initial probationary employment period is entitled to an unpaid leave of absence for up to six (6) months when unable to work because of sickness, pregnancy, or injury on or off the job. Such an employee may also apply for leave of absence for personal reasons. Leaves of absence are granted only at the discretion of the Executive Director upon recommendation of the employee's Department Chief.
2. Employees are requested to apply for leaves of absence as far in advance of need as is possible, but an employee may be placed on leave status without application when the circumstances warrant such action.
3. Physical disability leaves will begin when the employee exhausts employer-administered time off, except that in the case of leave caused by on-the-job injury, the leave will begin on the day the employee's employer-administered paid time off would have been exhausted if the employee had begun using such paid time off on the first full day of absence caused by the injury.
4. An employee on an unpaid leave of absence is not entitled to wages or fringe benefits and does not accrue sick or annual leave. While on an unpaid leave of absence, the employee must pay **all** monthly costs to continue insurance and retirement coverage. If not paid, insurance and retirement benefits will be terminated. Certain exceptions may be established by laws, but any other exceptions are or will be listed in this paragraph.
5. Employees on unpaid leave of absence may not engage in other employment.
6. Employees desiring to return to work from an unpaid leave of absence should notify the Executive Director in writing at least ten (10) days prior to their desired date of return. If Santee-Lynches finds that the employee is fit to resume their duties, the employee may be recalled to their former position if a vacancy exists which is to be filled. If no such vacancy exists, the employee shall be recalled to any position in which there is a vacancy that is to be filled and for which he/she is qualified. If no such vacancy exists at the time the employee desires to return to work, the employee's leave of absence shall be continued subject to the original six (6) month maximum leave limitation. Any employee who has not been reinstated within six (6) months following the commencement of a leave of absence may be terminated. This action shall not affect the employee's eligibility to be considered for hire as a new employee at some future time. Further, employees with circumstances that warrant special consideration should bring those circumstances to the attention of the Executive Director.

### XIV. TRAVEL

A. Travel Authorization - Employees shall not be reimbursed for expenses incurred in overnight travel unless such travel is authorized by writing in advance.

B. Travel and Subsistence Expenses - Employees may be reimbursed for reasonable expenses incurred while on authorized official travel. While specific limits or guidance related to certain travel expenses are detailed below, all employees should assure that travel expenses incurred that are not specifically mentioned in this policy are, within their control, reasonable to the best of their judgment. In all cases, air travel is to be reimbursed at economy class fare (as available).

Most airlines charge a fee for checked bags but allow one personal carry-on (for example a purse or laptop) and one item of luggage that meets carry-on size and weight requirements at no extra charge. Santee-Lynches will pay for up to two (2) pieces of checked luggage each way on a round trip flight. The employee is responsible for paying the additional fees for more than two (2) pieces of luggage. Flights are also requiring and enforcing weight limits for luggage. Each employee that flies is responsible for determining and adhering to the luggage weight limits for flights. Santee-

Lynches is not be responsible for overweight baggage fees. Note: Because of these weight limitations, some conferences that provide heavy manuals or handouts may have a shipping service back to the agency. Employees must plan accordingly for the business-related items that may be brought back when flying.

Employees must acquire lodging in accordance with US General Services Administration (GSA) ([www.gsa.gov](http://www.gsa.gov)) lodging rates. If lodging arrangements cannot be obtained at GSA rates, the employee must document the reason in writing and obtain the most reasonable rate available. Upon return from travel, the employee must include lodging receipt(s) with the travel expense reimbursement voucher.

Generally, employees should use airport shuttles, public transit, or taxi for transportation while on official travel. However, a rental vehicle may be allowed if it is the most economical way to conduct business. Should an employee believe a rental vehicle will be needed, they must prepare a written request, with appropriate documentation of alternative transportation means, to show that the rental would be the most economical means of transportation, in advance of making the arrangements for the rental vehicle. The employee's Department Chief must review and approve the request and such documentation must be forwarded to the finance office for review and approval prior to making the rental arrangements.

1. A maximum per diem amount of \$7.50 shall be allowed for non-overnight outside Santee-Lynches region travel when the entire period of travel is ten (10) hours or less. For travel period of less than 24 hours but more than ten (10) hours, each six (6) hour portion of that period or fraction thereof shall be computed at \$7.50. Any reimbursement for non-overnight meals will be included as income on the employee's W-2 at the end of the year.

In cases where an employee buys lunch for an appropriate local, state, or federal representative/official as a part of a marketing or public relations type meeting or "working" lunch, the cost of the meal for both the employee and the recipient will be reimbursable to the employee within the following limits:

- A. Receipt with itemized costs must be obtained and included with the reimbursement request.
- B. Note on the receipt the date of the meeting, the names of those in attendance, and the nature of the topics discussed.
- C. Meal costs should be reasonable, given the meeting place and will be reimbursed up to \$15.00 per meal, including tip, without approval from the Executive Director or Deputy Executive Director/Chief Financial Officer.
- D. No alcoholic beverages can be paid for from any federal, state, or local funds.

Because of increasingly stringent ethical conduct rules, employees are not allowed to offer to pay for the cost of a meal for any agent representing an organization that is monitoring a Santee-Lynches program(s), nor should any employee accept payment for their meal by any such agent or organization.

Because alcoholic beverages are not allowable for reimbursement under state and federal funds, employees must separate the bill and pay for such expenses personally. If at a work-related function, employees deciding to partake of alcoholic beverages, must act responsibly.

2. On overnight travel, the maximum per diem rate is \$51.00 per 24-hour period for meals and incidentals. For purposes of calculating the per diem amounts, meals will be valued as follows: breakfast \$11.00; lunch \$12.00; dinner \$23.00 (including tips); incidentals \$5.00 (tips, etc.). Employees will not be reimbursed for meals included in conference registration fees and those costs be deducted from per diem calculations. Continental breakfasts and/or receptions are not considered meals for the purpose of this policy. Agendas or other information to confirm meals covered by registration must be attached to requests for advance of funds and/or to reimbursement requests (expense reports) to verify per diem amounts requested.

In addition, Santee-Lynches will reimburse for other reasonable costs as appropriate; for example - parking fees (not valet) and taxi/shuttle fares. Except for parking meters, receipts are required for these costs. Appropriate forms should be used to claim expenses or calculate travel advances.

3. Each staff member must individually request reimbursement on appropriate forms. Shared travel expenses will be based on receipts attached to individual reimbursement requests.
  4. If the Executive Director or the Deputy Executive Director, when acting as designee, exceeds the above allowances while conducting Santee-Lynches business, receipts must be provided, and excess amounts will be paid with local funds.
- C. Travel Advances - At the time a request is made to attend a conference or meeting, employees must request approval from Executive Director for a travel advance. The employee must complete a Projected Conference Cost Form and submit it along with all conference expense requisitions to the Executive Director for approval. Travel advances may be given for trips when significant expenses in terms of per diem, lodging and/or transportation costs (car rental, transit, etc.) will be incurred. Personal vehicle mileage will not be advanced. The approved Travel Advance Form should be submitted to the Finance Coordinator no later than Monday on the week prior to departure date, along with the approved Projected Conference Cost Form. Employees will be responsible for all funds received from time of receipt to return of documentation or funds to the Finance Department. Receipts, reconciliation form and (if applicable) balance of funds due to Santee-Lynches, must be returned to the Finance Department within five (5) working days of return to work.
- D. Rental Cars - For guidance on if a rental car is allowed, refer to section XIV. B.
- E. Reimbursement for Use of Personal Vehicles - Office vehicles are available for use by the staff on official business and must be used, when available. Staff cars must be used for any travel outside of the Santee-Lynches region, unless approved in advance by Department Chief. For in- or out-of-region travel, if an office vehicle is available and the employee, for their convenience, elects to drive their personal vehicle, mileage will be paid at the reduced rate of \$0.25 per mile. Employees going to the same location at the same time must make arrangements to travel together to reduce travel costs wherever possible. The regular mileage rate paid when an office vehicle is not available is \$0.50 per mile.

Santee-Lynches Board and Committee members may be reimbursed upon request for mileage when conducting Santee-Lynches business other than official board and committee monthly meetings. Specific program board and committee members (Workforce Development Board (WDB), RADAC, Santee-Lynches Regional Development Corporation (RDC), etc.) may be reimbursed upon request for mileage when conducting Santee-Lynches business. Such requests are subject to the Santee-Lynches mileage rates and must be submitted in writing.

Santee-Lynches will not assume responsibility for vehicular crashes or violations involving the use of privately-owned vehicles on official business. Any fines resulting from a traffic violation shall be the responsibility of the staff member committing such violation. This applies to office vehicles as well as personal vehicles.

- F. Expense Reports - To be turned in to the Finance Department as often as once a week. Reports submitted more than three months after initial expense occurred are subject to denial.

## **XV. PROFESSIONAL MEMBERSHIP AND SUBSCRIPTIONS**

Membership dues and subscriptions that contribute to an employee's professional growth may be paid for by Santee-Lynches, budget permitting. Whether or not a specific item or expense qualifies for payment is at the discretion of the Executive Director.

## XVI. DISCIPLINARY POLICY

Discipline that may be imposed for conduct prohibited by Santee-Lynches includes but is not limited to oral reprimand, written warning, probation, reduction of leave balances, suspension without pay, demotion and/or discharge. In addition, Santee-Lynches may procedurally suspend an employee pending investigation to determine if disciplinary action is appropriate. If Santee-Lynches determines an unpaid suspension is appropriate discipline, exempt employees will be suspended in full-day increments; non-exempt employees will be suspended in partial or full-day increments. In addition, Santee-Lynches may impose a combination of disciplinary measures. **The discipline imposed in any particular situation is at the sole discretion of the Executive Director. Nothing in any Santee-Lynches policies or by virtue of any past practice of the organization requires Santee-Lynches to follow any particular course of discipline.**

It is impossible to list all acts or omissions, which might result in discipline to include discharge. The following is a list of some of the more obvious:

- Unauthorized absence or tardiness or a pattern of absenteeism or tardiness.
- Unauthorized solicitation or sales on Santee-Lynches premises; unauthorized distribution of written or printed material of any kind
- Failure to follow proper administrative procedures; failure or refusal to carry out instructions.
- Insubordination, including disrespect for authority, or other conduct that undermines authority.
- Dishonesty
- Participation in any action that disrupts or disturbs the normal operations of the agency
- Impeding/interfering with an official investigation
- Horseplay; interference with the work of others
- Violation of safety rules; neglect; engaging in unsafe practices; fighting
- Gambling during work hours
- Working on personal or outside employment jobs during work hours
- Excessive use of telephone for personal matters; unauthorized long-distance telephone calls
- Introduction, possession or use of illegal or unauthorized prescription drugs or intoxicating beverages on Santee-Lynches property or while on duty anywhere; working while under the influence of illegal drugs or intoxicating beverages; off-the-job illegal use or possession of drugs. For purposes of this policy, an employee is "under the influence" if he has any detectable amount of any such substance in their system.
- Use of profane or abusive language.
- Conviction of or plea of guilt or no contest to a charge of theft, violation of drug laws, sexual misconduct, offense involving moral turpitude or offense that affects Santee-Lynches' reputation or that reasonably could create concern on the part of fellow employees or the community. Employees who are arrested may be relieved of duty (with or without pay) pending determination on continued employment.
- Unauthorized possession or removal, misappropriation, misuse, destruction, theft or conversion of Santee-Lynches property or the property of others
- Violation of any Santee-Lynches policy, rule or regulation
- Lack of good judgment
- Any other reason that in Santee-Lynches' sole determination warrants discipline

**Employees are required to sign disciplinary notices, counseling memoranda, and any other disciplinary documents.** The employee's signature indicates only that the employee is aware and understands reason for notice/counseling/etc. of the action taken and does not indicate that the employee agrees with the action taken.

If an employee refuses to sign the document, they will be relieved of duty without pay until the document is signed. If the document has not been signed and returned by the end of the employee's next scheduled work day, Santee-Lynches will consider the employee to have resigned.



## **XVII. GRIEVANCE PROCEDURE**

Employees may report a complaint or grievance in writing to the Executive Director. The decision of the Executive Director is final. There is no appeal to the Board.

## **XVIII. PERSONNEL RECORDS**

- A. Employees may request access to any information about themselves in the record keeping system, with the exception of references on that employee coming from sources outside Santee-Lynches. Requests for such access should come to the Human Resource Manager in writing and will be promptly handled. These requests will become part of the employee's personnel file.
- B. Upon presentation of appropriate documentation to substantiate their claim, an employee may correct or amend an inaccurate record. In those instances, the original information will not be destroyed, but rather the correction will be attached.
- C. Requests from credit sources for specific salary information must be made to the Chief Financial Officer, or Finance Manager. Employee authorization to release specific salary information must be provided in writing to the Chief Financial Officer or Finance Manager in advance of their release of specific information by phone or in writing.
- D. Destruction of Consumer Information - In order to reduce the risk of consumer fraud and related harms, including identify theft, created by the improper disposal of consumer information, all consumer information shall be disposed of in accordance with this policy. "Consumer information" includes any record about any individual, whether in paper, electronic, or other form, that is a consumer report or is derived from a consumer report. Any employee background report obtained for an outside agency is also subject to this Policy.

All papers containing consumer information shall be disposed of in a manner such as burning or shredding so that the information cannot be practicably read or reconstructed. All information contained on electronic media, including computers, shall be disposed of in a manner so that the information cannot be practicably read or reconstructed such as bending, destroying or breaking a CD/flash drive, removing a hard drive, etc. If consumer information is provided to a third party or "service provider" for destruction, we will select and retain a service provider that agrees in writing to properly dispose of the consumer information.

Santee-Lynches will make reasonable efforts to ensure that it will appropriately dispose of its consumer information.

## **XIX. WHISTLEBLOWER**

The Santee-Lynches Code of Conduct ("the Code") requires department chiefs, other volunteers, and employees to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. Employees and representatives of the organization must practice honesty and integrity in fulfilling their responsibilities and comply with all applicable laws.

In conjunction with its mission and operations, Santee-Lynches receives and administers various federal and state grants. In addition to holding itself to high standards in administering these funds, Santee-Lynches has implemented this "whistleblower" policy to further promote responsible and accountable use of these important government funds.

### **Reporting Responsibility**

Each director, volunteer, and employee of Santee-Lynches has an obligation to report in accordance with this policy suspected fraud, waste and/or abuse or any other criminal activity related to Santee-Lynches.

Individuals who make **protected reports** cannot be discharged, demoted or otherwise discriminated against in reprisal for reporting. A protected report must involve information that the employee or volunteer believes is evidence of:

- Gross mismanagement of a contract or grant relating to Santee-Lynches funds;

- Gross waste of Santee-Lynches funds;
- Substantial and specific danger to public health or safety related to the implementation or use of Santee-Lynches funds;
- An abuse of authority related to the implementation or use of Santee-Lynches funds; or
- Violation of law, rule, or regulation related to an agency contract or grant awarded or issued relating to recovery funds.

Protected reports may be made to the following persons or offices:

**Internal Reports**

Any board member or employee may report any observed violation to the Executive Director or the Chairman of the Board. If the violation implicates one or both of the Executive Director or Chairman of the Board, or if the reporting individual is not comfortable speaking with or is not satisfied with the response of the foregoing individuals, the issue may be reported to any member of the Board. Any officer receiving a report is required to give immediate notice of same to the Board.

**Handling of Internal Reports**

All reports will be promptly investigated, and any appropriate action taken where warranted to include notifying the appropriate agency/agencies in the event of a confirmed fraud related to grant funds. Reports of violations shall be kept as confidential as possible in keeping with the need to perform an adequate investigation and take any necessary corrective action.

**External Reports**

Where appropriate, disclosure may be made externally. To be protected, such reports must be made by the employee or volunteer to an Inspector General, the Comptroller General, a member of Congress, a state or federal regulatory or law enforcement agency, a court or grand jury, or the head of a federal agency.

**Retaliation Prohibited**

No employee or volunteer shall be subject to retaliation, including discharge or demotion or other discrimination because of a good faith report. Any board member, employee, or volunteer who retaliates against a good faith reporter will be subject to discipline, up to and including discharge. This protection extends only to good faith reporting. Misuse of this reporting policy, including reports that are made maliciously, recklessly, or with the knowledge that the allegations are false, are not protected reports and will subject the reporter to discipline up to and including discharge.

**XX. ETHICS/CONFLICTS OF INTEREST**

All employees shall adhere to the following ethical standards.

Political Activity - Employees may fully and freely associate themselves in organizations of their own choosing, except those organizations whose purpose is the violent overthrow of the government of the United States, the State of South Carolina or any of its political subdivisions. In addition, supervisory employees may not join or support labor organizations that accept to membership of subordinates of such supervisors.

In certain circumstances involving real or potential conflicts, employees who run for public office may be placed on an unpaid leave of absence until after the election as dictated by the Hatch Act of 1939 and Section 8-13-735 of South Carolina Code. If an employee is placed on leave of absence, their employment may be terminated upon their election to public office.

For purposes of this policy, an employee is considered a "candidate for public office" as soon as they begin actively campaigning for nomination or election, or when they file for candidacy, whichever comes sooner.

- A. The Council is a non-partisan entity that serves several member governments. It is important to our constituent members that the Council avoids the appearance of supporting one political party or another. Therefore, employees of the Council may not participate in the following activities:

1. Use of official authority or influence for the purpose of interfering with an election or nomination for office or affecting the result thereof.
  2. Directly or indirectly coercing or attempting to coerce, or instructing any other employee to pay, lend, or contribute any part of his compensation or anything else of value to any party, organization, agency, or person for political purposes.
  3. Actively participate in political campaigns.
  4. Hold office in a partisan political club or party.
- B. Conflict of Interest - Employees should be constantly aware of a possible "conflict of interest" when becoming involved in public/community activities, which may relate to Council participation in the same area. The Executive Director should be advised when any member of the staff has been offered or is considering membership on a public or private committee, office, or association with any organization or activity that has business with or whose business conflicts with, the Council.
1. No employee shall use their official position or office to obtain personal financial gain. No employee shall receive any money, item, or service of any value in addition to that received by the employee in their official capacity for advice or assistance given in the course of employment. No employee shall provide/receive personal favors: time, resources, etc. to enhance job security for themselves or other employees.
  2. No employee shall use their official title or position to influence the outcome of a decision on programs or projects.
  3. No employee shall use or disclose confidential information gained in the course of or by reason of their official position or activities in any way that would result in financial gain for himself or for any other persons.
  4. Any employee who, in their official duties, would be required to take action or make a decision which would affect their personal financial interest or those of a member of their household or a business with which they are associated, shall take the following actions:
  5. Prepare a written statement describing the specifics of the matter requiring staff action or decision, and the nature of the potential conflict of interest with respect to such action or decision.
  6. Furnish a copy of the statement to the Executive Director who shall assign the matter in question to another employee who does not have a potential conflict of interest.
  7. Unless mandated by specific program guidelines, no employee, except the Executive Director, shall serve as a voting member of the governing body of any agency that receives funds from a state or federal program over which the Santee-Lynches has any administrative, monitoring, or funding responsibility. Staff members may serve in an ex-officio capacity only with the prior approval of the Executive Director.
    - i. Should the Executive Director serve as a voting member of any governing body as described above, they will follow the process for reporting potential conflicts of interests. Their statement will be provided to the Chief Executive of the governing body of which they serve.

C. Ethical Behavior - Employees may not request or accept gratuities, favors or anything of monetary value from contractors or potential contractors. If an employee receives gratuities, favors or anything of monetary value from contractors or potential contractors, he must provide a written report to the Executive Director outlining the item or items received.

1. In the event of an ethics violations the following steps must be followed:
  - a. Report the violation to the Department Chief
  - b. Provided a detailed memorandum of the incident to the Department Chief
  - c. Department Chief will notify the Executive Director and/or Deputy Executive Director as soon as possible
  - d. Identify the ethical issue(s)
  - e. Identify alternative courses of action to eliminate the ethical issue(s)
  - f. Using ethical reasoning to decide on a course of action(s)
  - g. Executive Director will have final say on course of action
  - h. In the event of an ethical violation by the Executive Director that cannot be resolved using the above steps, the issue will be reported by the Chairman of the Board at the following address:

Travis Windham (Chairman, Board of Directors)  
2525 Corporate Way, Suite #200  
Sumter, SC 29154

D. Professional Standards - All members of the Santee-Lynches staff shall adhere to the following standards of individual professionalism. These include:

1. Each employee should bear in mind that their particular area of activity is only one aspect of Santee-Lynches' work program. No individual activity or priority takes precedence over Santee-Lynches' comprehensive resource planning and development efforts.
2. While it is impossible for each staff member to have a detailed knowledge of the functions, deadlines, and the like of the other program areas, each employee is held accountable for making every reasonable effort to understand those other programs and to be able to discuss them intelligently with local government representatives.
3. Each employee is expected to show an interest in the activities of the other employees when said activities are discussed at staff meetings and during other occasions, such as, workshops, conferences, and community meetings.
4. It should not be forgotten or minimized that employees of Santee-Lynches are employees of a voluntary association of local governments. This basic concept is an integral aspect of anything in which this staff is involved with professionally.
5. Employees should not take any actions implying Santee-Lynches policy unless said policy has been expressly approved by the Board of Directors or Executive Director, as appropriate, and is reflected in the Board's minutes and/or policies and procedures. Similarly, all policies and procedures as defined by the Board or Executive Director, should be followed by employees in the conduct of their assigned duties.
6. Any action by an employee which is, or appears to be, an effort to lobby the Board or individual local elected official to accept an official position by means of using the media, individuals, or agencies outside Santee-Lynches Advisory Committees is unacceptable and will result in discipline up to and including discharge. Each employee should make every effort to establish a proper course of action in such situations. If you have any questions whatsoever, consult the Executive Director.

**XXI. STAFF TRAINING**

All staff are required to participate in mandatory staff training events, which are conducted periodically. Notice of event dates and times will be provided as far in advance as possible to all employees.

**XXII. STAFF BONDING**

Santee-Lynches board members and employees holding certain positions may be bonded. These positions are as follows: Executive Director, Deputy Executive Director/Chief Financial Officer, Department Chiefs, Finance Manager, Finance Coordinator(s), and Administrative Assistant(s), as necessary, and Board members with signatory authority. Other positions may be covered as deemed necessary by the Executive Director and Deputy Executive Director or Chief Financial Officer.

## **EMPLOYEE SUBSTANCE ABUSE AND TESTING AND DRUG FREE WORKPLACE POLICY**

It is well-recognized that substance abuse has a harmful effect on public health and safety, on the welfare of employees, on morale, and on productivity. Furthermore, it is the policy of Santee-Lynches to comply with the state and federal Drug Free Workplace Acts, to comply with applicable federal regulations, to establish and maintain alcohol and drug-free workplaces, and to prohibit the unauthorized or unlawful manufacture, distribution, dispensation, possession, and the use of controlled substances on or off the job.

For these reasons, Santee-Lynches adopts the following policy:

### **I. GENERAL RULE**

All employees of Santee-Lynches are prohibited from swallowing, inhaling, injecting, dealing in, or otherwise using illegal drugs and substances (such as marijuana, cocaine, LSD, heroin, etc.). Further, this prohibition applies to the misuse, abuse or any unlawful use or possession of otherwise legal drugs. In addition, employees are prohibited from using "synthetic" drugs or substances designed to mimic the effects of illegal drugs, regardless of whether the synthetics are legal or illegal. These prohibitions apply to use at any time, both on the job and off the job. Santee-Lynches employees are permitted to possess any substance when required by their jobs or for the purpose of lawful delivery to another person.

All Santee-Lynches employees are prohibited from using or possessing alcoholic beverages on Santee-Lynches premises or time. (The term "Santee-Lynches premises or time" includes: office vehicles and private vehicles on Santee-Lynches premises; parking lots and recreation areas; and any circumstances in which an employee is representing Santee-Lynches, such as attending off-premises business meetings or conferences. Employees are not prohibited, however, from having unopened containers of alcoholic beverages in their personal vehicles.) Santee-Lynches may approve moderate alcohol consumption at designated social or business functions.

All employees of Santee-Lynches are prohibited from reporting to or being at work while under the influence of alcohol. **(An employee is considered to be "under the influence of alcohol" if they have any detectable amount of alcohol in their system.)** An employee taking prescribed medication which might affect their ability to perform their job is required to advise their supervisor. Santee-Lynches will determine whether the employee may continue to work. Employees may be required to submit to a drug screen.

These prohibitions also apply to leased employees and contractors employed by Santee-Lynches or working on Santee-Lynches property.

### **II. APPLICANTS FOR EMPLOYMENT**

Applicants tentatively selected for employment will be required to complete a pre-employment drug test. Santee-Lynches will not hire applicants tentatively selected for employment who refuse to submit to a drug test or who test positive for use of illegal or unauthorized substances or the illegal use of authorized substances. An applicant who is rejected under this policy may be considered for future vacancies if they can demonstrate that they is no longer a user of any such substances. For example, the applicant may successfully complete a drug abuse treatment program and pass a more thorough drug test conducted at the applicant's expense. (This may include participation in and successful completion of a rehabilitation program as well as a negative drug test result on a more thorough drug test.)

### **III. CURRENT EMPLOYEES**

- A. All Santee-Lynches employees are subject to drug testing by urinalysis where "particularized suspicion" of drug use in violation of this policy exists or under other lawful conditions. Particularized suspicion is deemed to exist when:
1. Information that an employee has used drugs or substances in violation of this policy is provided by a reliable informant;

2. An accident occurs. "Accident" is defined as:
  - a. an accident involving a fatality;
  - b. an accident causing personal injury; or
  - c. an accident involving property damage.

NOTE: **All employees** who are in an accident while performing work related activities for the agency must get drug tested **within 24 hours** of the time of the accident. Failure to comply will lead to termination.

NOTE: DOT regulated employees (CDL Drivers) are subject to special rules for post-accident testing and will be tested following an accident in accordance with DOT regulations.

3. An employee exhibits any of the following:
  - a. extreme mood swings;
  - b. slurred speech;
  - c. unusual clumsiness;
  - d. staggering;
  - e. dilation of pupils;
  - f. sleeping on the job or lethargy;
  - g. excessive unexplained sweating;
  - h. other aberrational behavior;
4. An employee has been arrested for or convicted of a violation of drug laws; or
5. An employee has tested positive for drugs or otherwise violated this policy within the past five years.

- B. All Santee-Lynches employees are subject to alcohol testing where "particularized suspicion" of alcohol use in violation of this policy exists. Particularized suspicion is deemed to exist when:
  1. Information that an employee has used or possessed alcohol in violation of this policy is provided by a reliable informant;
  2. An accident occurs. "Accident" is defined in the same manner as it is in section (III) A of this policy.
  3. An employee exhibits behavior consistent with alcohol use such as but not limited to:
    - a. Erratic behavior (mood swings, slurred speech, staggering, bloodshot eyes, sleeping on the job or lethargy, excessive unexplained sweating, etc.);
    - b. The apparent odor of an alcoholic beverage on an employee's breath;
    - c. Other aberrational behavior such as but not limited to excessive absenteeism or tardiness, significant deterioration in job performance, repeated errors or rules violations, etc.

4. An employee has admitted violating Santee-Lynches' alcohol policy;
  5. An employee is arrested for or convicted of an alcohol related offense;
  6. An employee has tested positive for alcohol in violation of this policy, or otherwise violated this policy, within the past five years.
- C. Particularized suspicion testing is conducted upon the approval of Santee-Lynches Executive Director or their designee.
- D. All employees who are required by their jobs to possess a Commercial Driver's License or employees whose jobs Santee-Lynches regards as "safety-sensitive" are subject to random testing to determine compliance with this policy. A list of safety sensitive positions is attached as Appendix A. Random selection testing is unannounced.
- E. Employees may be tested for the use of controlled substances as part of any "fitness for duty" physical examination mandated by federal/state law or by Santee-Lynches, or as otherwise allowed by law.
- F. Employees who refuse to submit to an alcohol or drug test when ordered to do so or who adulterate, or substitute test samples are in violation of this policy and subject to disciplinary action, up to and including discharge. Refusal to test includes failure to appear for a test, failure to remain until testing is complete, failure to provide an adequate amount of urine, saliva or breath, failure to undergo a medical examination to evaluate your ability to provide an adequate urine, saliva or breath specimen, or failure to sign a required certification form.

#### **IV. TESTING PROCEDURE**

- A. Drug testing.
1. Drug testing will be by urinalysis.
  2. The collection of urine samples is performed under reasonable and sanitary conditions.
  3. Urine is normally collected under conditions of semi-privacy - that is, a person of the same gender will be in a position to observe obvious attempts to substitute or adulterate a urine sample. Collection of the urine sample may be directly observed by a person of the same gender, however, where the person supervising the collection believes an employee has tampered with an earlier urine sample or the employee has previously admitted or been proved to have used drugs in violation of this rule. In addition, direct observation will be used in DOT-mandated testing for DOT-regulated employees when allowed or required by DOT regulations.
  4. Urine samples are sealed, labeled, and documented in accordance with the procedure of the drug testing collector or laboratory. Tests performed pursuant to DOT regulations will follow the procedures required by those regulations. Labeling, storage, and transportation of samples are performed so as reasonably to preclude the probability of erroneous identification, sample contamination, or sample adulteration.
  5. Specimens are checked for at least the following six drugs:
    - Marijuana
    - Cocaine
    - Opiates
    - Amphetamines
    - Phencyclidine
    - Barbiturates

NOTE: Tests performed pursuant to DOT regulations check for only those substances mandated by the DOT regulations.



6. Applicants and employees are provided an opportunity to provide any information which they consider relevant to the test, including identification of currently used prescription or nonprescription drugs, or other relevant information.
7. Samples which initially result in a positive finding for drug use are re-tested by the gas chromatography/mass spectrometry (GCMS) or an equivalent method. If the confirmatory test results in a positive finding of drug use, and is verified by the Medical Review Officer, the written report of the Medical Review Officer is conclusive for all employment-related purposes.
8. Santee-Lynches' Medical Review Officer normally allows an employee whose drug test results have been confirmed as positive the opportunity to justify the result before the Medical Review Officer notifies Santee-Lynches.
9. A positive-dilute result is treated as positive. A negative-dilute result will result in a retest. Absent satisfactory explanation, a second negative-dilute result may result in the test being considered adulterated. Dilute test results in DOT-mandated tests will be handled according to DOT regulations.

B. Alcohol Testing.

1. A non-evidential screening device may be utilized to initially determine compliance with this policy. If the screening device indicates the presence of alcohol, or if the results of the screening device are deemed questionable by Santee-Lynches, then a confirmatory test is conducted utilizing an EBT (evidential breath testing) device. Santee-Lynches uses only DOT approved non-evidential screening devices and DOT approved evidential breath testing (EBT) devices for DOT-mandated alcohol testing. Santee-Lynches reserves the right to utilize and treat as conclusive blood test results from testing ordered by law enforcement or for treatment for any non-DOT alcohol tests and for DOT tests in circumstances permitted by federal regulations.
2. Employees will have an opportunity to provide any information which they consider to be relevant to the test.
3. The EBT confirmatory test is conducted by an individual properly certified to use the equipment. (In situations involving DOT regulated employees, the EBT operator should be properly certified in accordance with applicable DOT regulations.)
4. A confirmatory test result generated through the use of an EBT which indicates a presence of alcohol in violation of this policy is conclusive for purposes of this policy.

**V. NOTICE TO EMPLOYEES**

Santee-Lynches attempts to distribute to all employees a copy of this policy. Additional copies of this policy are available upon request. By continuing to work, the employee agrees to abide by the policy as a condition of employment.

**VI. NOTICE TO EMPLOYER, STATE AND FEDERAL GRANTOR/CONTRACTING AGENCIES, AND LAW ENFORCEMENT AUTHORITIES**

- A. As a condition of employment, employees agree to notify Santee-Lynches within five calendar days after any criminal conviction for the workplace manufacture, distribution, dispensation, possession, or use of illegal drugs and prescription drugs not prescribed for the individual employee's use. Santee-Lynches will notify all state and federal grantors/contracting agencies of such employee convictions within ten days as required by the state and federal Drug Free Workplace Acts. "Conviction" means a finding of guilt, imposition of a sentence, a plea of no contest, or a plea of guilty.

- B. Santee-Lynches will notify law enforcement authorities whenever illegal drugs are found in the workplace.

**VII. CONSEQUENCES OF VIOLATING THIS POLICY**

- A. Employees who violate this policy are subject to discipline, up to and including termination of employment.
- B. Except for sworn law enforcement officers, in lieu of terminating an employee, Santee-Lynches may in its sole discretion condition the continued or future employment of an employee who tests positive for or admits to the use of illegal drugs, upon the successful completion of an alcohol or drug counseling/rehabilitation program.
- C. If Santee-Lynches, after considering all of the relevant circumstances, agrees to allow an employee who is found to be in violation of this policy to continue as an employee, the employee's continued employment will be subject to the following:
  - 1. Referral of the employee for alcohol or drug abuse counseling;
  - 2. Retesting the employee for alcohol or controlled substances before allowing the employee to return to duty;
  - 3. Requiring the employee to authorize any rehabilitation facility to report periodically to Santee-Lynches during the course of treatment/counseling;
  - 4. Placing the employee on probation for at least six months following the employee's return to duty; and
  - 5. Requiring the employee to submit to unannounced follow-up alcohol and/or drug testing for a period of up to five years.
- D. An employee whose continued or future employment is conditioned upon the successful completion of a counseling or rehabilitation program and who refuses or fails to participate in a single counseling or treatment session is in violation of this policy and subject to disciplinary action, up to and including termination.
- E. An employee whose return to duty test sample does not indicate that the employee has discontinued illegal use of drugs or indicates that the employee is in violation of this policy is subject to disciplinary action, up to and including termination.

**VIII. COMING FORWARD WITH SUBSTANCE ABUSE PROBLEMS**

- A. Employees, other than sworn law enforcement officers, who have substance abuse problems and report them to Santee-Lynches before being selected for testing, and before the occurrence of an event which normally would result in testing, in Santee-Lynches' sole discretion may be upon the first violation be subject to Part VII (B) - (E) of this policy in lieu of termination.
- B. An employee who admits to a violation of this policy or tests positive for alcohol or drugs in violation of this policy but seeks counseling and remains an employee of Santee-Lynches pursuant to sections VII or VIII, is subject to immediate termination if he again either admits to or is otherwise found to be in violation of this policy.

**IX. CONFIDENTIALITY**

Any alcohol or drug test results or information supplied by employees and applicants as part of Santee-Lynches' alcohol and drug testing program are kept as confidential as possible, consistent with the purposes of this policy. However, no guarantee of confidentiality is made.

**X. TESTING COSTS**

Santee-Lynches is responsible for the costs of all drug and alcohol tests to which Santee-Lynches requires an employee to submit. However, an employee subject to unannounced follow-up testing pursuant to Part VII (B) - (E) is solely responsible for the cost of all follow-up tests.

**XI. NOTIFICATION OF TEST RESULTS**

- A. Applicants are notified of the results of a pre-employment drug test, provided the applicant requests the results within 60 days of being notified of the disposition of the employment application.
- B. Employees are notified of the results (including the drug(s) discovered) of all positive drug tests.

**XII. EMPLOYEE ASSISTANCE PROGRAM/DRUG FREE AWARENESS**

The use of illegal drugs and similar substances is a serious threat to our nation's collective health, safety, and welfare. Drug and alcohol abuse in the workplace are dangerous because it leads to physical impairment, loss of judgment, safety violations, and the risk of injury and death. In order to prevent these consequences of drug abuse, Santee-Lynches has implemented this policy. Employees who feel they have a problem with controlled substances should seek assistance.

Santee-Lynches has also made available to its employees an Employee Assistance Program. The program provides employees with professional help for problems such as alcohol and drug abuse, emotional stress, money management difficulties and unpleasant family situations. Santee-Lynches' Employee Assistance Program is coordinated through Palmetto Employee Assistance Programs. Information about the Employee Assistance Program is available from the Human Resource Manager.

For more information on where to obtain treatment or assistance for drug or alcohol problems, one of the best places to look is in the internet or your phone book's Yellow Pages under "Drug Abuse & Addiction Information & Treatment Centers" or "Alcoholism Information & Treatment Centers." Under these headings, there is often a listing for a local "Council on Alcohol and Drug Abuse." These organizations are most helpful, as are Alcoholics Anonymous (AA) and Narcotics Anonymous (NA), in identifying sources for treatment and assistance. Set forth below is a list of organizations that may provide information or referrals.

- 1. National Clearinghouse on Alcohol and Drug Information  
1-800-729-6686
- 2. National Council on Alcoholism  
1-800-622-2255  
www.ncadd.org

Periodically, Santee-Lynches may make available to employees, information regarding substance abuse. All employees are encouraged to attend such programs and to review any material supplied. Some employees may be required to attend such programs or to review such material.

**APPENDIX A**

**SANTEE-LYNCHES HARASSMENT/DISCRIMINATION REPORT FORM**

Use this form to report discrimination or harassment. You may attach additional sheets if needed.  
If you need assistance, Human Resources or your supervisor can help you complete the form.  
If you choose to create your own report, include all of the information requested by this form.

Correct name of complainant (optional) \_\_\_\_\_

"Code name" of complainant (mandatory if correct name not given)  
\_\_\_\_\_

\_\_\_\_\_ Date of Report

\_\_\_\_\_ Date of Incident(s)

Name or description of person who engaged in harassment:  
\_\_\_\_\_  
\_\_\_\_\_

What happened? \_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Names of witnesses: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Official

\_\_\_\_\_  
Date received by Santee-Lynches Official

**APPENDIX B**

**ACKNOWLEDGEMENT OF POLICIES AND AGREEMENT TO COMPLY**

I acknowledge and agree to abide by all state and federal laws governing harassment, assault and/or discrimination. I/we acknowledge that I/we have received a copy of the Santee-Lynches Regional Council of Governments. If I/we violate any federal laws, I/we acknowledge Santee-Lynches Regional Council of Governments *Equity and Safety in the Workplace Policy* and agree to comply with its requirements.

I/we understand that, should I/we violate any state or federal laws governing harassment, assault, and/or discrimination, or any provision of the Santee-Lynches Regional Council of Governments *Equity and Safety in the Workplace Policy*, Santee-Lynches Regional Council of Governments reserves the right to take action up to and including the termination of the contract.

**Company Legal Name:** \_\_\_\_\_

**Company DUNS/EIN Number:** \_\_\_\_\_

**Company Authorized Representative Signature:** \_\_\_\_\_

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

**APPENDIX C**

**Notice of Dismissal for Violation of Drug-Free Workplace Act**

You have been convicted of violating drug abuse laws while an employee of Santee-Lynches Regional Council of Governments (Santee-Lynches). Your use of drugs violates the Santee-Lynches Drug-Free Workplace Policy. You received a copy of this policy and were obliged to comply with it. Under the policy, your conviction warrants your immediate dismissal or entry into a drug rehabilitation program.

You are hereby:         Discharged  
                                  Required to complete a rehabilitation program

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
DATE

**APPENDIX D**

**Notification Form  
USE OF DRUGS IN THE WORKPLACE**

The Santee-Lynches Regional Council of Governments (Santee-Lynches) is a Federal grant recipient. Pursuant to the Drug-Free Workplace Act, Public Law 100-690, Title V, Subtitle D, Section 5153 (a) (1) (E), Santee-Lynches is notifying all Federal granting agencies, including yours, that it's employee, \_\_\_\_\_ was convicted of the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the Workplace. Santee-Lynches learned of this conviction less than ten days ago.

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
DATE

## APPENDIX E

### **Social Networks; Personal Web Sites; Blogs**

Social networking, personal websites, and blogs have become common methods of self-expression. Santee-Lynches respects the right of employees to use these media during their personal time. Santee-Lynches consents to **reasonable and limited** access to social media sites during working hours or using Santee-Lynches equipment. What is "reasonable" is determined in the sole discretion of Santee-Lynches. The only sure way to avoid violating this policy on personal social media site access is to not access such sites at all during working hours or using Santee-Lynches equipment.

Employees must understand that material posted on these media may be read by persons other than those for whom it is intended. Employees are cautioned that they are responsible for the contents of social media posts they make. Posts that contain obscene or harassing material, that are unlawful, that contain personal attacks on coworkers, that reasonably call into question the employee's judgment, or that reasonably cause concern among the public violate this policy. Similarly, conduct that would violate Santee-Lynches policies if done in person also violates policy if done through social media. Employees may not disclose confidential information over social media or similar sites.

Employees who post on media sites and who have identified themselves as a member or employee of Santee-Lynches on those sites, must make it clear that they are expressing their own views and not those of Santee-Lynches.





APPENDIX F

FOIA REQUEST FORM

**FREEDOM OF INFORMATION ACT REQUEST**  
*(Pursuant to SC Code of Laws § 30-4-30)*

DATE OF REQUEST: \_\_\_\_\_

NAME OF REQUESTOR: \_\_\_\_\_

REQUESTOR ORGANIZATION \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**INFORMATION REQUESTED (please be as specific as possible):**

<b>In what format do you require the above information?</b>	Electronic	Print
<b>Are you requesting to review this information at our office?</b>	YES	NO

**NOTICE OF APPLICABLE FEES**

Santee-Lynches Regional Council of Governments has established and may collect reasonable fees not to exceed the actual cost of the search, retrieval, and redaction of records, as authorized by S.C. Code § 30-4-30. The fee schedule may be found both on the Santee-Lynches website and attached to this form. Santee-Lynches will provide a cost estimate with its initial response to your request and may require a 25% deposit prior to delivery of the requested documents. All assessed fees associated with FOIA requests must be paid at the time of document delivery.

FOR OFFICIAL USE ONLY	
DATE RECEIVED:	DATE OF COMPLETION:
DEPARTMENT ASSIGNED TO:	FEE ASSESSED:
DATE RESPONSE DUE:	AUTHORIZATION FOR RELEASE:
	Christopher H. McKinney, Executive Director

*Return completed request to [media@slcog.org](mailto:media@slcog.org)*



**FREEDOM OF INFORMATION ACT REQUEST FEE SCHEDULE**

Santee-Lynches Regional Council of Governments has developed the following fee structure to address costs associated with the administrative costs of responding to Freedom of Information Requests pursuant to SC Code of Laws § 30-4-30.

**FOIA FEE SCHEDULE (EFFECTIVE DATE 2018)**

<u>REQUEST TYPE</u>	<u>HOURLY FEE</u>
Rate for document search, retrieval, and redaction of records, Level 1 (Administrative Assistant)	\$25
Rate for document search, retrieval, and redaction of records, Level 2 (Program Manager)	\$35
Rate for document search, retrieval, and redaction of records, Level 3 (Unit Director)	\$50
Rate for document search, retrieval, and redaction of records, Level 4 (Executive Director)	\$75

*Make checks payable to: Santee-Lynches Council of Governments. Please note "FOIA Request" in memo field.*

Please contact Santee-Lynches Regional Council of Governments (803.775.7381 or [media@slcog.org](mailto:media@slcog.org)) with questions regarding the fee schedule or for any other questions about the Santee-Lynches FOIA process.

## Amendments

- 1.8.19 Ethics/ Conflicts of Interest, Section A- Political Conduct Removed
- 1.8.19 Annual Leave Accrual Rate, 1<sup>st</sup> sentence under table revised
- 1.8.19 Travel Rates, p21 28.5¢ a mile changed to \$.025 per mile

1.14.19 p21, XV. Telephone Usage, Letter C, "(Please refer to the "Mobile Telephone Policy on page 20)" - corrected to reflect p22

1.15.19 p34, Annual Leave Carry Over changed to reflect January 1, 2019 through December 31, 2019

3.6.19 Updated formatting throughout manual to be the same