

*SEXUAL ASSAULT SERVICES OF
NORTHWEST NEW MEXICO*

PERSONNEL POLICIES AND PROCEDURES

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SEXUAL ASSAULT SERVICES OF NORTHWEST NEW MEXICO

PERSONNEL POLICIES AND PROCEDURES

Welcome

Sexual Assault Services of Northwest New Mexico, Inc. welcomes you as a new employee. In order to assure that all employees understand the guidelines of working with our organization, each employee is expected to read this document and to sign a brief statement confirming that you understand the policies and procedures contained herein. In brief, Sexual Assault Services of Northwest New Mexico:

- Respects the cultures of New Mexico and requires all employees to convey that respect to other employees, the public in general, and particularly to those who seek our services.
- Respects confidentiality of clients and records.
- Provides our clients with the highest quality services possible.
- Is an equal opportunity employer.
- Does not tolerate sexual harassment in any form.
- Enforces a smoke free and drug free environment.
- Attempts to provide competitive wages.

To understand the context of these Personnel Policies and Procedures, some background information about Sexual Assault Services of Northwest New Mexico is as follows: We opened our doors in January 2004, under the fiscal management of the Family Crisis Center (FCC), to serve survivors of sexual assault in San Juan County and the surrounding areas. On July 1, 2006 we officially separated from FCC and began operating as an independent, private non-profit agency.

Mission

SAS works in San Juan and surrounding counties to empower victims, provide crisis services and create a community focused on prevention.

Vision

EVERY person deserves a life *FREE* of sexual violence.

Sexual Assault Services of Northwest New Mexico works to meet the needs of sexual assault survivors and their families by providing immediate, compassionate, culturally sensitive, and comprehensive services. These include the Sexual Assault Nurse Examiner (SANE) program which provides medical/forensic examinations by trained, professional SANE's, Rape Crisis Advocacy services, 24-hour Crisis Hotline, Therapy, Primary Prevention Programs, and Community Education and Outreach. To ensure a quality response to sexual assault survivors, we coordinate closely with a continuum of services, including crisis response, law enforcement, the District Attorney's office, the forensic interviewer, tribal authorities, medical providers, mental health providers and community groups.

The Personnel Policies and Procedures document provides guidelines relating to employment issues. Information relating to fiscal operations is outlined in our Fiscal Policies and Procedures. Information relating to clinical operations is outlined in our Clinical Policies and Procedures.

This document is not an employment contract, either expressed or implied.

Applicability

This document contains guidelines about employment matters at Sexual Assault Services of Northwest New Mexico (SAS). The application of these guidelines is at the sole discretion of SAS. SAS may change these guidelines from time to time to respond to business factors, legal considerations and other situations affecting employer-employee relations.

Employment with SAS is at-will. That is, either the employee or the employer may end the employment relationship at any time, with or without grounds. Exempt and non-exempt employees shall give the agency two weeks' notice. The Executive Director shall give the agency six weeks. SAS may chose to immediately terminate the Executive Director's contract at the time notice is given.

Availability

The guidelines in this manual are **not** confidential. They are available to SAS employees at any time. SAS encourages employees to familiarize themselves with the contents of this manual beyond the initial review conducted during new employee orientation. Additionally, the Executive Director should make this manual easily accessible to all employees.

Request for Changes to Manual Contents

The Executive Director maintains the contents of this manual. Submit any requests for changes or additions to this manual to the Executive Director. The Executive Director and the SAS Board of Directors shall review and approve changes to the manual.

1. GENERAL STATEMENT

A. Purpose

This policy document was developed to provide a uniform procedure for the day to day administration of policies that pertain to Sexual Assault Services of Northwest New Mexico, Inc.

B. Authority

The Executive Director and the Board of Directors have the responsibility of administering the personnel policies and procedures. The Executive Director is responsible to the Board of Directors. It is the intent of SAS that these policies shall address all issues. However, in the event of situations arising that are not covered by written policies, the Executive Director may take problem-solving action without Board approval. The Board must be informed of significant outcomes, which may indicate the need for further development of formal policies. Adoption, revision and amendments to these policies may be made by action of the Board of Directors.

C. New, Revised or Supplemental Policies

New or revised components within the Policies and Procedures shall be presented to the staff after the changes have been approved by the Board.

D. Review

The Board of Directors shall review the SAS Personnel Policies and Procedures at a minimum of every three years.

2. EMPLOYMENT

A. Advertising/Recruiting

Vacancies for open positions shall be advertised internally and to the public.

A Hiring Committee shall be convened to interview for all positions in coordination with the Executive Director. The Executive Director shall make all final hiring decisions. For the position of the Executive Director, the Board shall make the final hiring decision.

As part of the preferred promotion-from-within policy, present employees shall be made aware of openings and requisite qualifications concurrently or prior to the beginning of external recruitment. If internal applicants are not hired, they shall be informed as to the decision prior to an offer being made to an outside candidate.

B. Policy of Non-Discrimination

SAS supports a policy of extending equal opportunity to all persons in the areas of employment, programs and services without regard to actual or perceived race, color, religion, sex, age, national origin or ancestry, sexual orientation, gender identity (as defined in paragraph 249(c)(4) of title 18, United States Code) or physical or mental ability. To this end, SAS shall comply with all applicable laws, regulations, policies, guidelines and requirements relating to non-discrimination, equal opportunity and affirmative action.

C. Status

Full-Time – Any employee who works 30+ hours per week on a regular weekly schedule

Part-Time – Any employee who works 1-30 hours per week on a regular weekly schedule

Exempt and contracted employees are not covered by the Fair Labor Standards Act and shall not receive overtime pay. To be exempt, at least 80% of a person's work time must be executive, administrative, supervisory, or professional in nature requiring exercise of discrimination, independent judgment, and assuring the fulfillment of overall programmatic objectives. All full-time professional staff are considered exempt employees based on the U.S. Department of Labor Wage and Hour Division Exemption for Professional Employees Under the Fair Labor Standards Act (FLSA).

Sexual Assault Nurse Examiners work on a case-rate basis. The case rate is established and re-evaluated by the Board periodically. The case rate includes on-call time, exam time, case review, legal witness time, and other components as outlined in the SANE job description.

Contract employees are hired for specific and limited periods and are hired on an as-needed basis. They are eligible for only worker's compensation benefits and unemployment compensation. They are considered part-time non-exempt.

Volunteers assisting with the work of SAS shall receive no financial compensation for the services they provide. They shall be expected to abide by any and all rules and regulations of the organization.

D. Offer of Employment

The Executive Director shall approve all employment offers, in conjunction with the Board of Directors, before any commitment is made to a prospective employee. This includes rate of pay approval. All employees shall receive written offers of employment from the Executive Director. The Executive Director shall receive such an offer from the Board of Directors.

1. All offers of employment and volunteer engagement are contingent on a successful completion of a background check through CYFD and the Cogent System.
2. All employment decisions will be in alignment with the Equal Employment Opportunity Commission's (EEOC) Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964. This Advisory prohibits the discrimination in employment based on race, national origin, and other protected classes.

E. Probationary Employee

Probationary employees are individuals who are in their first three months of employment at SAS. During this three-month period, the employee shall be evaluated twice: once at 1 month and again at the end of three months, or have had their probationary period extended. This evaluation shall note strengths and weaknesses observed during the probationary period. If evaluations have not been satisfactory, SAS has the option of dismissing the person or extending the probationary period up to six months. It is the right of SAS to terminate a probationary employee without advance warning or grounds during the probationary period.

During the probationary employment period, full-time employees may accrue annual leave but are not eligible to take leave until successful completion of the three-months. In addition, full time employees may accrue sick leave at the time of hire and take it as it is accrued. Employees may participate in other SAS benefits agreed to at the time of hire, if such is offered by the agency. During the three-month probationary period, an employee may not cash out any PTO which has been accrued, including if they are terminated or leave voluntarily.

F. Orientation

Orientation of introductory employees with SAS shall include the following:

1. Orientation meeting with Executive Director, or Board Chair if the new hire is the Executive Director.
2. Explanation of the Organization Chart (attached).
3. Review of SAS's Personnel Policies and Procedures.
4. Review of SAS's Travel Policies and Procedures.
5. Direct training provided by appropriate staff, Board member(s) or designated resource.
6. Familiarization of agency office, supplies and related information.
7. Review of job description and accountabilities.
8. Review and explanation regarding confidentiality of clients served by the SANE program, the Rape Crisis Program and medical/forensic records.
9. Back ground checks through CYFD
10. Maintenance of auto insurance

G. Evaluations

After the three-month probationary period, evaluations shall occur annually. The Executive Director shall receive evaluations from the Board. All staff shall be evaluated by their immediate supervisor. The SANE Clinical Coordinator shall receive evaluations from the

Executive Director and Medical Director. SANE nurses shall receive clinical evaluations from the SANE Clinical Coordinator after their first five unsupervised cases have been completed, and annually thereafter. Evaluations are part of the employee's personnel file. Evaluations shall cover completion of duties, job performance, ethics, use/abuse of Policies and Procedures, etc.

H. Employee Conduct

Employees are expected to demonstrate the highest standards of professional conduct. These standards include, but are not limited to, confidentiality, ethical behavior, and adherence to SAS's policies and procedures.

1. Alcohol and Drugs: The consumption of alcohol or other illicit drugs is not authorized while on duty or on-call. SAS has the right to require drug tests at any time, either at the time of hire, or randomly throughout the employment period.
2. Texting and Driving: Employees will not text and drive during the course of driving while on duty for any work related activity.

I. Conflict of Interest

No person employed at SAS and/or serving on the Board of Directors may benefit directly or indirectly by gifts, considerations, gratuity, favor, or financial means from a SAS activity beyond the approved salary and benefits. Employees may not engage in partisan political activities during work hours, which might endanger the agency's tax-exempt, non-profit status. Employees may not solicit clients for personal counseling or any other services.

J. Personnel Files

Personnel files are the responsibility of the Executive Director and are located in the Executive Director's office. Employees may review their own files upon request. The file shall contain:

1. Coversheet, which records date of employment, position(s) held Social Security number, and background summary.
2. Job description for the position(s) held, with changes noted for new duties and responsibilities assigned.
3. CYFD Background Clearance.
4. Performance review evaluations.
5. Personal and work reference letters.
6. Resume submitted at the time of hire.
7. Written notice of employment.
8. Training and conference certificates of attendance.
9. Copies of licenses and certificates.
10. Worker's Compensation claims.
11. Copies of grievances filed and subsequent actions/resolutions.
12. On-the-job or other trainings completed during tenure.

Personnel records are confidential and kept locked, with restricted access. Employee performance information shall not be available to others unless authorized by the employee or by court order. Employees may review their own personnel files upon request. The exception to the above is that Board members and the Executive Director may review personnel records at any time without notice to the employee. Files of all former employees shall be kept indefinitely, are subject to the same constraints on access that pertains to active employees and are subject to change due to the needs of the organization.

K. Work hours

Work hours are defined by the position's job description issued when hired and are subject to change due to the needs of the organization.

The SAS Administrative office hours of operation are 8:00 am – 5:00 pm, Monday through Friday. Breaks or rest periods are considered part of the work time and are 15 minutes for each 4 hours of work. A lunch break is without compensation.

All employees must report any absence or lateness to their direct supervisor a minimum of one (1) hour before the start of the workday.

The SAS work week starts Saturday and ends Friday to accommodate the on-call schedule. All personnel are encouraged to stay within the 80 hour pay period.

L. Paid Time Off (PTO), Paid Holidays and Sick Leave

1) PTO Earning Schedule:

PTO is paid leave and is to be used for personal or vacation purposes. PTO accrual starts at the date of hire of full-time or part-time *regular* employment whether exempt or non-exempt. Employees may not take PTO until successful completion of the probationary period.

PTO follows the calendar year from January 1 – December 31.

Regular Full-time & Part-time employees accrue PTO time according to the following schedule:

Years of Service:	Accrual Rate for Annual PTO Time:
0-3	1/5 (.2) of regular workweek per month
4-10	1/4 (.25) of regular workweek per month
11-15	1/3 (.33) (or .3?) of regular workweek per month
16-20	1/2 (.4) of regular workweek per month

Examples: 40 hours x .2 = 8 hours per month.
24 hours x .2 = 4.8 hours per month

Eighty (80) hours of PTO time (for full-time employees) and forty (40) hours of PTO time (for part-time employees) may be carried from one calendar year to the next, January 1st - December 31st.

Not more than ten (10) consecutive work days may be taken as PTO without *written* approval from the Executive Director. For the Executive Director, written approval must be obtained at least one month in advance of the intended leave period from the Board of Directors.

PTO requests should be made in advance and submitted in writing. Requests are granted upon approval of the supervisor and subject to the needs of the agency. In some areas it may be necessary to schedule PTO around certain times of the year, and SAS may designate "no PTO" periods if the agency needs.

The Board of Directors and the Executive Director strongly urge the staff to take PTO earned throughout the year and not wait to the end of the calendar year.

2) Paid Holidays:

SAS shall give each employee 10 flexible holidays to be taken at the employees' discretion. Holiday's shall be tracked and taken from January - December. The paid holiday schedule shall be picked by the employee and submitted to their direct supervisor by November 30th of each year. Holidays do not carry over year-to-year.

Eligible employee classifications for holiday pay:

- Full-time employees
- Part-time employees (at ½ the normal work day hours)
- Probationary employees

3) Sick Leave:

SAS provides paid sick leave benefits to all eligible employees for periods of temporary absence due to illnesses or injuries. It may be used for bereavement leave if no vacation time is available. Eligible employee classifications:

- Full-time employees
- Part-time employees
- Probationary employees

All regular employees may accrue sick leave at the time of hire and take it once it has been accrued. Sick leave benefits are calculated on the basis of a calendar year, January 1st – December 31st.

Regular Full-time & Part-time employees accrue Sick Leave according to the following schedule:

- | | |
|-----------|--|
| Full-time | 8 hours for every full month of service (4 hours per pay period) |
| Part-time | 4 hours for every full month of service (2 hours per pay period) |

Eligible employees may use sick leave benefits for an absence due to their own illness or injury or that of a family member. Sick leave may be donated to other employees.

Employees who are unable to report to work due to illness or injury shall notify their direct supervisor before the scheduled start of their work day, if possible. The direct supervisor must also be contacted on each additional day of absence. If absent for three (3) or more consecutive days due to illness or injury, a physician's statement must be provided verifying the disability and its beginning and expected ending date.

Unused sick leave benefits shall be allowed to accumulate until the employee has accrued to total of 120 calendar days worth of sick leave benefits. If the employee's benefits reach this maximum, further accrual of sick leave benefits shall be suspended until the employee has reduced the balance below the limit.

Sick leave benefits are intended mainly to provide income protection in the event of illness or injury. Unused sick leave benefits shall not be paid to the employee upon termination of employment.

M. Leave Without Pay, Leave of Absence and Medical Leave

1) Leave Without Pay

If an employee exhausts PTO and sick leave, the employee may take Leave Without Pay for up to six (6) weeks. Such leave must be approved by the Executive Director for an employee and by the Board of Directors for the Executive Director.

2) Leave of Absence

Leave of Absence for employees may be granted on a case-by-case basis by the Executive Director. For the Executive Director, Leave of Absence may be granted by the Board of Directors. All accrued PTO must be used prior to going on Leave of Absence. The position for an employee on Leave of Absence may be filled by another employee, with the understanding that it is only temporary. Failure to report to work promptly at the expiration of the Leave of Absence may result in the employee's loss of the right to return to the previous position.

3) Medical Leave

SAS provides medical leaves of absence without pay to eligible employees who are temporarily unable to work due to serious health conditions or disability. For purposes of this policy, serious health conditions or disabilities include inpatient care in a hospital, hospice, or residential medical care facility; continuing treatment by a health care provider; and temporary disabilities associated with pregnancy, childbirth and related medical conditions.

Employees in the following employment classifications are eligible to request medical leave as describe in this policy:

Full-time employees

Exempt employees who work a minimum of twenty (20) hours regularly scheduled per week.

Eligible employees may request medical leave only after having completed 356 calendar days of services. Exceptions to the service requirement shall be considered to accommodate disabilities and pregnancy.

Eligible employees shall make requests for medical leave to the Executive Director at least thirty (30) days in advance of foreseeable events and as soon as possible for unforeseeable events.

A licensed physician/doctor's statement must be submitted verifying the need for medical leave and its beginning and expected ending dates. Any changes in this information shall be promptly reported to SAS. Employees returning from medical leave must submit a health care provider's verification of their fitness to return to work.

Eligible employees are normally granted leave for the period of the disability up to a maximum of twelve (12) weeks within any 12-month period. Employees may be required to first use any accrued paid leave time before taking unpaid medical leave. During Medical Leave, any combination of medical leave and PTO may not exceed this maximum limit. If the initial period of approved absence proves insufficient, consideration shall be given to a request for an extension.

Employees who sustain work-related injuries are eligible for a medical leave of absence for the period of disability in accordance with all applicable laws covering occupational disabilities.

The Board of Directors has the sole right to change, add or delete health insurance benefits.

Benefit accruals, such as vacation, sick leave, or holiday benefits, shall be suspended during the leave and shall resume upon return to active employment.

So that an employee's return to work can be properly scheduled, an employee on medical leave shall provide SAS with at least two (2) weeks advance notice of the date the employee intends to return to work. When a medical leave ends, the employee shall be reinstated to the same position, if it is available, or to an equivalent position for which the employee is qualified.

If an employee fails to report to work promptly at the end of the medical leave, SAS shall assume that the employee has resigned.

All SAS positions depend on contracts with 3rd parties. If the funding paying for the person on leave has been terminated or ended for any reason, it may not be possible to return the person to employment. If new funding becomes available, the Executive Director may consider rehiring the person on leave, or has the option of advertising for a new position.

N. Other Leave Considerations

1) Jury Duty

Employees called for jury duty should inform the Executive Director. The Executive Director shall inform the Board if selected for jury duty. Jury duty time is allowed and encouraged by SAS. Full-time employees shall receive full pay for each day spent on jury duty, less the amount paid for jury service. Employees shall report to work on any workday when jury is not in session.

2) Military Leave

A military leave of absence shall be granted to employees, except those occupying temporary positions, to attend scheduled drills or training or, if called, to active duty with the U.S. armed services.

If employees receive less pay from the military than her/his base pay at SAS, SAS shall pay the difference in the pay. This provision is for two weeks only. The portion of any military leave of absence in excess of two weeks shall be unpaid by SAS. However, employees may use any available paid vacation time off for the absence.

Vacation, sick leave and holiday benefits shall continue to accrue during a two week military leave of absence.

Employees on two week active duty training assignments or inactive duty training drills are required to return to work for the first regularly scheduled shift after the end of training, allowing reasonable travel time. Employees on longer military leave must apply for reinstatement in accordance with all applicable state and federal laws.

Every reasonable effort shall be made to return eligible employees to their previous position or a comparable one. They shall be treated as though they were continuously employed for

purposes of determining benefits based on length of service, such as the rate of vacation accrual and job seniority rights, if any exist.

3) Pregnancy-Related Absences

SAS shall not discriminate against any eligible employee who requests an excused absence of time off associated with pregnancy, childbirth or adoption. Such leave requests shall be made and evaluated in accordance with the medical leave policy provisions outline in this handbook, and in accordance with all applicable federal and state laws. In accordance with the Family Medical Leave Act (FMLA), SAS shall consider leave on a case-by-case basis.

4) Time Off to Vote

SAS encourages employees to fulfill their civic responsibilities by participating in elections. Generally, employees are able to find time to vote either before or after their regular work schedule. If the employee is working and does not have at least two hours before or after their regularly scheduled shift during polling hours, paid time off to vote shall be allowed.

5) Educational Leave

Employees that are required to have continuing education to maintain licensure shall be allowed twenty (20) hours per year paid time off of regularly scheduled work to obtain the continuing education.

When an employee is attending a training or conference related to their job responsibilities, the time of the training shall be considered as regular work duties. Employees attending such sessions in lieu of regular work schedules must attend the entire session for each day to obtain credit and/or time off with pay.

SAS shall pay for expenses for required meetings, trainings or conferences in accordance with the Travel Reimbursement Rate Policy.

O. Wages, Payroll, and Bonuses/Merit Increases

The Executive Director and the Board of Directors shall determine salary ranges for each position at the SAS of NWNM. Within the range, actual wages shall depend upon qualifications and the availability of funds.

Exempt and non-exempt fulltime employees shall be paid twice a month on the 15th and the last day of each month. Should payday fall on a holiday or weekend, checks shall be issued the day before the holiday or weekend. All employees shall complete time sheets within one week of the completion of the pay period.

Those employees exceeding annual performance expectations shall be considered by the Board of Directors for a merit increase or bonus. This recommendation shall be given to the Board of Directors for evaluation. Bonuses and merit increases shall be contingent upon the availability of funds.

Payroll advances shall not be given under any circumstance.

P. Employee Expense Reimbursement

Employees shall be reimbursed for expenses that they incur while doing SAS business. This can include, but is not limited to, mileage, meals and miscellaneous costs. See the Travel Reimbursement Rate Policy for details.

Q. Insurance

SAS offers health insurance (group benefit) available to all eligible employees. SAS shall pay half (1/2) of the premium for the individuals health insurance, with participating Employees paying the balance of the cost. The Executive Director's benefits shall be paid at 100%. The cost of these benefits is an important part of each eligible employee's compensation package, and the availability and cost of the health insurance benefit is subject to change. Eligible employees are all full-time employees (those regularly working at least 30 hours per week) who have completed sixty calendar days of employment. Specific details on coverage and benefits are outlined in health insurance documents provided to Employees when they register for insurance, and at the annual renewal of the health insurance plan. SAS shall provide the necessary paperwork to begin the health benefit coverage. Health insurance shall start the 1st of the month, following 60 days of employment, or during the open enrollment period.

All exempt and non-exempt employees, including nurse examiners, are covered by worker's compensation insurance, which provides benefits in case of an on-the-job injury. In the event of an injury on the job, the employee shall notify the Executive Director immediately who shall arrange for appropriate action. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This shall enable an eligible employee to qualify for coverage as quickly as possible. All workers' compensation forms must be filled out in full within 24-hours of the illness or injury. Subject to applicable legal requirements, worker's compensation insurance provides benefits after a short waiting period or, if the employee is hospitalized, immediately.

SAS provides unemployment insurance and life insurance for all exempt and non-exempt employees.

R. Confidentiality

All employees, volunteers and Board Members must sign a confidentiality agreement prior to their official welcome to the agency, either on the first day of work or at the first board meeting attended.

Any staff position at SAS may bring employees and volunteers into contact with information and/or records regarding clients. All such information is strictly confidential. Such information is not to be discussed with anyone outside of SAS. Employees and volunteers shall not disclose an individual's confidence outside the agency except: 1) as mandated by law, 2) to prevent a clear and immediate danger to a person or persons, or 3) where staff is compelled to do so by court or pursuant to the rules of the court. Violation of policies regarding confidentiality places SAS and employees in legal jeopardy, and shall constitute grounds for immediate dismissal.

All professional records shall be stored or disposed of in ways that maintain confidentiality, such as in the locked file cabinets found in the exam room and employee filing cabinets.

Employees and volunteers shall maintain a professional attitude which upholds confidentiality toward people served, colleagues, applicants and any sensitive situation arising within the agency. Upon termination of employment or volunteer service, employees and volunteers shall maintain client and co-worker confidentiality and shall hold confidential any information about sensitive situations within the agency.

S. Guns, Sprays, and Other Weapons

It is the policy of SAS to provide its employees with a safe and healthful work environment. In providing for a safe workplace, SAS prohibits any act which may result in physical harm between individuals. In keeping with the policy of the Medical Arts Building, SAS prohibits the carrying of any type of weapon by employees while in the course of performing employee duties. In providing for a healthful environment, SAS recognizes its obligations to provide a workplace in which each individual is treated with dignity and respect, and confidentiality is maintained at all times.

Every employee shall be aware of unsafe or unhealthy behaviors, and the safety of the work environment, whether inside the office or outside of the agency, and to report safety and health concerns to the Executive Director.

An exception to the carrying of weapons in the SAS office shall be made to on-duty law enforcement agents who have business at SAS.

T. Sexual and Other Unlawful Harassment

SAS is committed to providing a work environment that is free of discrimination and unlawful harassment. Actions, words, jokes or comments based on an individual's race, color, religion, sex, age, national origin or ancestry, sexual orientation, gender identity or physical or mental handicap, or any other legally protected characteristic shall not be tolerated. Sexual harassment (both overt and subtle) is a form of employee misconduct that is demeaning to another person, undermines the integrity of the employment relationship, and is strictly prohibited.

Any employee who wants to report an incident of sexual or other unlawful harassment should promptly report the matter to her/his supervisor. If the supervisor is unavailable or the employee believes it would be inappropriate to contact that person, the employee should immediately contact the Board Chair or the Executive Director. Employees can raise concerns and make reports without fear of reprisal.

Any supervisor or who becomes aware of possible sexual or other unlawful harassment should promptly advise the Board Chair or Executive Director who shall handle the matter in a timely and confidential matter.

Anyone engaging in sexual or other unlawful harassment shall be subject to disciplinary action up to and including termination of employment volunteer work, or removal from committee or board activities.

U. Vehicles

All employees of SAS who are required to operate a motor vehicle as part of their job duties must have a valid New Mexico driver's license and must be insurable. If the employee does any transporting of other individuals (staff only) during business hours in her/his vehicle, they

must have auto insurance, which covers passengers for bodily injury. Verification of insurance must be provided to the Executive Director on an annual basis, or as their insurance policy is renewed. If an employee allows their insurance to lapse, it is grounds for suspension from employment at SAS.

Under no circumstances shall an employee or volunteer transport clients in their personal vehicle.

V. Keys

An employee is responsible for all keys issued by the agency. If a key is lost, the Executive Director must be notified immediately. The employee shall replace the key(s) at his/her own expense.

W. Stolen Property

SAS cannot be responsible for an employee's property which is lost or stolen. It is the individual's responsibility to protect their private property during work hours.

If property that belongs to SAS is stolen, the employee shall notify the Executive Director immediately. The employee is also responsible for making a police report at the time of the incident.

X. News Releases

Any statement to the news or media relating to SAS business, personnel or grievance issues relating to SAS must have prior approval by the Executive Director.

Y. Personal Appearance

Dress, grooming and personal cleanliness standards contribute to the morale of all employees and affect the business image SAS presents to consumers and visitors.

During business hours, employees and volunteers are expected to present a clean and neat appearance, and to dress according to the requirements of their positions. For example, SANE's may wear professional clothing or scrubs to conduct a SANE exam. Employees who appear for work inappropriately dressed shall be sent home and directed to return to work in proper attire. Under such circumstances, employees shall not be compensated for the time away from work.

Z. Company Offices and Break Room

All areas of the organization are to be maintained in a safe, sanitary, and professional manner.

a. Malfunctioning desks, chairs, lamps, etc. require prompt notification of the supervisor for remediation.

b. Routine cleaning is to be accomplished weekly and disposed materials are to be handled consistent with the policies on client confidentiality and hazardous materials, i.e. needles, syringes and other items that may be considered hazardous.

c. The SANE exam room shall be disinfected before and after each medical/forensic exam by the nurse completing and beginning a case.

d. Personal items are to be kept at a minimum and the organization accepts no responsibility for their damage, theft, or other problems.

- e. Pets are not allowed on the premises. Assistance animals are more than welcome with appropriate medical documentation.
- f. Use of cooking equipment is restricted to the break room; the user is responsible for cleaning related to their use of the break room.
- g. Food left in the refrigerator must be labeled at the time it is placed in the refrigerator and must not be left for more than five working days.
- h. No incense burners, candles or other incendiary devices are allowed in any office or room.

3. DISCIPLINARY AND GRIEVANCE POLICY

A. Disciplinary Action

The purpose of disciplinary action is to identify an equitable procedure for resolving areas of inadequate job performance. Areas of job performance requiring improvements are reviewed on an on-going basis between the supervisor and employee. These reviews are documented annually or more frequently as needed. Action which places the services of SAS in jeopardy or failure to correct identified problems may result in a written warning, immediate suspension or termination. See section 4 below.

An employee is placed on written warning status following a conference with the Executive Director to review areas of job performance, particularly those requiring improvement. A time frame for completion, not to exceed 60 days, shall be established along with an identified action to be taken. The Executive Director shall be on warning status following a discussion with the Board of Directors, if her/his performance is in question. A written notification as to the deficiencies to be corrected and a time frame, not to exceed 60 days, for accomplishment shall be developed. A copy of the written warning shall be placed in the employee's file.

At the end of the predetermined time frame, the employee shall be notified in writing, that she/he has completed the warning period satisfactory, or that she/he is being terminated.

Disciplinary actions may include, but are not limited to, the following situations:

- Poor job performance
- Financial misconduct (false billing, false reimbursement request, theft, borrowing from petty cash, etc.)
- Conduct detrimental to the reputation of the agency
- Unauthorized use of company space or materials

B. Grievance Procedures

The purpose is to provide a procedure for the prompt review, impartial consideration and equitable disposition of a grievance presented by an individual employee of the agency.

Eligible employee classifications to participate in the Grievance Procedures:

- Full-time employees
- Part-time employees

Those excluded from these procedures are:

Contractors, volunteers, temporary staff, other positions not paid by SAS

Employees are to be treated fairly in all respects. Employees who feel that they have been discriminated against or been subjected to unfair treatment shall have the right to present their grievance according to the following procedure. A grievance, as recognized by these procedures, shall be defined as an employee's unresolved dissatisfaction with any aspect of working conditions, personnel action, or working relationship which she/he brings to the attention of the Executive Director. A grievance of the Executive Director shall be brought to the Board Chair.

A person filing a grievance shall be free from restraint, coercion, discrimination, or reprisal. When a grievance arises it shall not be considered as reflecting unfavorably on either the employee or management, but it is to be considered as an expressed right of the employee. If at any time the specified time lines designated within the grievance procedure are not followed, the employee has the right to proceed to the following step, without reprisal.

A grievance filed within the organization shall remain as such. At any time, should an employee go outside of the organization and obtain legal council or related professional assistance, SAS reserves the right to discontinue the grievance process.

All employees are covered by the two steps of the grievance procedures as follows:

Step 1 - Executive Director

1. The aggrieved employee shall present her/his grievance in writing to the Executive Director. The Executive Director shall present her/his written grievance to the Board Chair.
2. The aggrieved employee, if she/he desires, may select one other agency employee to witness her/him in the grievance procedure. The witness shall have no input during the procedure.
3. Upon receiving the notice of grievance, the Executive Director shall arrange a meeting with the employee and her/his witness within five (5) working days. The Executive Director may desire to have one other member of the staff present at the discussion to investigate the grievance further. The grievance procedure may be recorded at the discretion of the Executive Director and the employee shall be notified.
4. The Executive Director's decision regarding the grievance shall be conveyed to the employee in writing either at the meeting or within five (5) working days following the conclusion of the meeting. If the grievance is settled at this time, no further action is taken. A copy of the Executive Director's decision shall be kept in the employee's personnel file.
5. If the grievance is not settled within the first four procedures of Step 1, the Executive Director shall be obligated to meet with the Board of Directors, at which time the employee and her/his witness shall be present. The employee may request a hearing with the Board at this time.

This shall hold true with the Executive Director presenting her/his personnel grievance. If the Board Chair and Executive Director cannot come to an agreement, the Board Chair shall call a meeting of the full Board. The Board Chair shall not be involved in decision-making

steps regarding the Executive Director after Step 1; further decisions shall be made by the Board as a whole.

Step 2 - Board of Directors

1. The Board of Directors shall consider the grievance at their next scheduled meeting, or upon receipt of the employee's request for a hearing.
2. The employee shall present her/his grievance before the Board in writing. The employee has the option of appearing in person if she/he desires. The Executive Director or her/his representative should present the management case before the Board, in writing. The Board may request an additional meeting or meetings to consider the matter and call witnesses, as required, to evaluate relevant circumstances involved with the grievance. This shall extend no longer than 21 calendar days after the Board first received the written request from the employee for a hearing.
3. The Board reserves the right to hold a closed meeting to discuss the issues related to the grievance.
4. A final decision by the Board of Directors shall be determined by a majority vote, with a quorum present. The decision of the Board shall be put in writing to the employee within two (2) working days following the conclusion of the meeting in which the disposition of the case was determined. Copies shall be given to the Executive Director and the employee for inclusion in the Board's minutes, and a copy shall go into the employee's personnel file.
5. The Board of Director's action shall be considered as satisfying the agency's obligation regarding consideration of the employee's grievance.

4. SUSPENSION OR TERMINATION OF EMPLOYMENT

A. Suspension

An employee may be suspended when it has been established that she/he is in violation of written SAS policies and/or that she/he is engaged in activities that are contrary to the goals of the organization.

Suspension consists of a period when the employee shall not work and shall not be paid. Suspension shall last no longer than 30 days. The employee shall be notified in writing, stating the specific charges, the length of suspension, and the employees' rights through the grievance procedure. An employee can be suspended on verbal notice, if such suspension is in the best interest of the employee, co-workers, or the agency as a whole. An employee having two (2) suspensions that have not been overturned by the grievance procedure, within a twelve (12) month period, shall have their employment terminated.

B. Termination of Employment

SAS of NWNM shall continue to employ employees for such a time as SAS is in need of the service of the employee. The duration of employment is unspecified and rests solely in the discretion of SAS. All terminations require the prior approval of the Executive Director.

Resignation

Voluntary termination is the right of each employee. Exempt and non-exempt employees shall give two weeks' notice. The Executive Director shall give six weeks' notice.

All resignations must be submitted in writing to the immediate supervisor two (2) weeks prior to the last day of employment to be eligible for a letter of reference from SAS of NWNM.

At the separation of employment, up to eighty (80) hours for full-time employees, and up to forty (40) for part-time employees, of accrued PTO shall be paid if the employee provides at least two weeks notice and the employee actually works the last two weeks of their employment (for the Executive Director this is 6 weeks).

Mutual Agreement

Termination by mutual agreement occurs when both the individual and the management of SAS determine that it would be mutually beneficial to end the employment relationship. No termination notice period is set by SAS, although a departure date is formally agreed to by both parties.

At the separation of employment, the employee is eligible for up to forty (40) hours for full-time employees, and up to twenty (20) hours for part-time employees, of accrued PTO.

Reduction in Force

Job elimination may occur due to reorganization or financial considerations determined by the management of SAS. Every effort shall be made to give a one (1) month notice to employees of reduction in force, based on the specific circumstances.

At the separation of employment, up to eighty (80) hours for full-time employees, and up to forty (40) for part-time employees, of accrued PTO shall be paid if the employee actually works the last two weeks of their employment (or whatever the timeframe given for the reduction in force).

Immediate Dismissal

Personnel are employed to provide quality services to all those seeking assistance from SAS. It is each employee's responsibility to provide professional, ethical services. Failure to provide such services is grounds for immediate dismissal. Grounds for immediate dismissal from SAS employment include, but are not limited to:

- Improper or abusive treatment of service recipients or staff.
- Use of intoxicants or illegal drugs, or suffering from the obvious ill-effects while on duty.
- Shallful neglect, misuse, destruction or theft of the program's property, equipment or supplies.
- Negligence or incompetence in performance of work duties.
- Insubordination.
- Inability to cooperate with staff and/or Board.
- Breach of client, agency or personnel privacy and confidentiality.
- Conviction of a serious crime.
- Sexual harassment including: sexual favors for job security, physical contact unbecoming a professional, or sexual threats.

The employee may initiate the grievance procedure process related to the immediate dismissal, if they choose.

At the separation of employment, the employee is eligible for up to forty (40) hours for full-time employees and up to twenty (20) hours for part-time employees, of accrued PTO.

Final Pay

- a. SAS shall pay employees their final paycheck within five (5) days of termination.
- b. SAS shall pay any unused accrued paid time off, as set forth above.
- c. Termination pay shall be reduced by any:
 1. Required legal deductions.
 2. Group health or similar premiums, if due on the payroll period.
 3. Deductions for monies owed.
- d. The employee must return all company property and surrender all keys to the Executive Director. Any deposits collected for the above mentioned items shall be returned to the employee upon the return of the item to the Executive Director.

C. Exit Interview

The Executive Director shall attempt to conduct an exit interview with employees terminating employment with SAS. Results of the interview shall be placed in the employee's personnel file. The exit interview shall be reported to the Board of Directors at the regularly scheduled meeting following the employee's departure.

These Personnel Policies and Procedures of Sexual Assault Services of Northwest New Mexico have been reviewed and approved by the Board of Directors at a meeting held on September 8, 2015. Revision dates are noted in the footer below.

Mark Sp, acting
President

19 Feb 2018
Date

Mark Sp
Vice-President

19 Feb 2018
Date

Stacia L. Johnson
Secretary

2/19/18
Date

Berry Ogle
Treasurer

2/19/18
Date