

**Aspermont Small Business Development
Center, Inc.**

Personnel Policy

Date approved: _____

Board President: _____

ASPERMONT SMALL BUSINESS DEVELOPMENT CENTER, INC.
PERSONNEL POLICY
ADOPTED 5/15/1973

REVISED 11/29/1988; 06/05/1990; 12/11/1990; 05/19/1992; 05/06/2001; 05/19/2016; 12/05/2008;
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6/12/2020

I. INTRODUCTION

A. STATEMENT OF PURPOSE

The Board of Directors of the Aspermont Small Business Development Center, Inc. issues this statement of personnel policies and practices as the official understanding of the obligations of the Board of Directors and the employees to each other and to the public. Its purpose is to insure consistent personnel practices designed to utilize the human resources of the Agency. This statement will function as the guide to development and maintenance of detailed personnel procedures.

B. STATEMENT OF RESPONSIBILITY

The Board of Directors is the source of authority concerned with setting personnel objectives and issuing policy statements. All paid employees of the Aspermont Small Business Development Center, Inc. will be under the policy authority of the Board of Directors. The Executive Director will be responsible for the implementation of this policy statement and for the development of detailed procedures consistent with its intent.

C. STATEMENT OF COVERAGE

This statement, as approved by the Board of Directors, establishes the standard of conformance of the Aspermont Small Business Development Center, Inc. and its delegate agencies and personnel.

D. STATEMENT OF ORIENTATION

Each present and subsequent employee of the Aspermont Small Business Development Center, Inc. and its delegate agencies will both be provided a copy and oriented to this statement.

II. NONDISCRIMINATION POLICY

The Aspermont Small Business Development Center, Inc. will not discriminate because of race; creed; age; sex; color; religion; national origin; handicap; or political affiliation in its procedures of employment, upgrading, demotion, transfer, recruitment advertising, lay-

off, termination, rates of pay or other compensation, selection for training of any other benefit.

III. RECRUITMENT

A. AUTHORITY

1. The Executive Director is engaged by the Board of Directors. All persons inquiring concerning an advertised job vacancy will be furnished a detailed job description with application form to be returned by a stated date, with accompanying photo. Also conveyed will be the requirement of submitting to an interview at an appropriate time and place.
2. When a vacancy occurs for the Executive Director's position, the Executive Committee will conduct interviews of all applicants, considered qualified, and make a recommendation of their three top choices, in order of preference, to the Board of Directors; at the same time furnishing the Board a list of all interviewed applicants. The Board of Directors will then elect an Executive Director from the list of applicants by a majority vote of those present as stated in the By-laws. If the Executive Director will be absent from duty for a period less than three months, the Assistant Director/CFO will assume the duties and responsibilities of the Executive Director until the Director returns.
3. When vacancies occur for all other employees of the Aspermont Small Business Development Center, Inc. The Executive Director will screen all applications and interview all applicants considered qualified for the position and choose the appropriate applicant for the position.
4. All persons selected will be notified by the Executive Director of their appointment. Such notification will include position title, starting salary, job description, immediate supervisor, reporting date and location, schedule of working hours, and orientation schedule.

B. OPPORTUNITY

1. Recruitment of personnel will be designed to provide the maximum employment opportunity for area residents and groups served, including persons over 55 years of age.
2. Program participants and present staff will have the right to apply to fill any vacancy.

C. APPLICATION FOR EMPLOYMENT

The following statement will be placed on each application for employment forms, in order to insure accurate information: "A false or dishonest answer to any question of this application will be grounds for rating you ineligible for employment with this Agency, or for dismissing you after employment. All statements of this application are subject to investigation, including a criminal background check, and checks of salaries, references, and former employers. All information will be considered in determining your eligibility for employment with this Agency".

D. VERIFICATION

The Executive Director will verify the accuracy of the information given on all applications for employment, including criminal background checks, salary and former employer checks, and each reference. All findings will be preserved in writing in the applicant's file.

IV. SELECTION FOR EMPLOYMENT

A. POLICY

1. It is the policy of the Aspermont Small Business Development Center, Inc. to fill vacancies with the best-qualified candidates. Opportunity for employment will be open to any person, who, on the basis of merit, can present satisfactory evidence of qualifications for the position.
2. Effort will be made to fill position vacancies by promoting qualified persons from within the staff of the Aspermont Small Business Development Center, Inc. Present staff may apply for any vacancy and the personnel records will be reviewed to determine if the employee has the qualifications necessary to fill the vacancy.
3. Members of any organization whose objectives are the overthrow of the United States Government by force or violence are not consistent with the aims and objectives of the Aspermont Small Business Development Center, Inc. and will not be considered for employment.
4. Sectarian involvement prohibited; no CSBG funds received by Contractor shall be used, either directly or indirectly, to support any religious or anti-religious activity.

B. PAST OFFENSES

The Aspermont Small Business Development Center, Inc. expects to employ only persons who can perform their duties with competence and integrity. In the case of professional, fiscal and managerial personnel, recent conviction of a serious crime shall be considered strong evidence of lack of fitness for the job. Before Aspermont Small Business Development Center, Inc. employs anyone in such capacity, a person who has been convicted of a serious crime, the Board of Directors will conduct an investigation in accordance with fair standards and procedures.

C. CONFLICT OF INTEREST

Employees may accept part-time work or other employment outside the Agency, subject to the following conditions:

1. Such employment shall not interfere with the efficient performance of the employee's duties in the Aspermont Small Business Development Center, Inc. program
2. Such employment shall not involve a conflict of interest or conflict with the employee's duties in the Aspermont Small Business Development Center, Inc. program.
3. Such employment shall not involve the performance of duties which the employee should perform as part of his employment in the Aspermont Small Business Development Center, Inc. program.
4. Such employment shall not occur during the employee's regular or assigned working hours in the program, unless the employee during the entire day on which such employment occurs is on either annual leave, or leave without pay.
5. Outside employment will be undertaken only after approval of the Executive Director.
6. No officer, employee, or member of Contractor's governing body shall vote for or confirm the employment of any person related within the second degree by affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the continued employment of a person who has been continuously employed for a period of two years prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.

7. Contractor covenants that neither it nor any member of its governing body has or shall acquire any interest, direct or indirect, which would conflict in any manner with the performance of this contract. No person having such interest shall be employed by Contractor or appointed as a member of Contractor's governing body. No member of Contractor's governing body may be employed by Contractor during his service on the board or for twelve months thereafter.
8. No employee, officer, or agent of Contractor shall participate in the selection, award, or administration of a subcontract supported by funds provided hereunder if a conflict of interest, real or apparent, would be involved. Such a conflict of interest would arise when: 1) the employee, officer, or agent; 2) any member of his or her immediate family; 3) his or her partner; 4) any organization which employs or is about to employ, any of the above, has financial or other interest in the firm or person selected to perform the subcontract.

E. POLITICAL ACTIVITIES

1. Employment shall not be offered as a consideration or reward for the political support of any political party or candidate for public office. Employees may engage in partisan political activities on non-duty hours, but are prohibited from becoming a candidate for partisan political office while they are employed by Aspermont Small Business Development Center, Inc.
2. The Hatch Act is enforced by the United States Civil Service Commission. An employee of a CSBG grantee is subject to the Hatch Act if that employee's principal employment is in connection with an activity which is financed in whole or in part by loans or grants made by the United States government.
3. Regulations as promulgated under the Hatch Act by the U.S. Civil Service Commission shall be enforced by the Aspermont Small Business Development Center, Inc. The regulations specifically prohibit employees who will be involved in the administration of programs supported by federal funds from engaging in the following activities:
 - a. They may not use their official authority or influence for the purpose of interfering with or affecting the result of an election or nomination for office;
 - b. They may not directly or indirectly coerce, attempt to coerce, command, or advise a covered employee to pay, lend, or contribute anything of value to a political party, committee, organization, agency or person for a political purpose;

- c. They may not be a candidate for elective public office in a partisan election.

V. CONDITIONS OF EMPLOYMENT

A. PROBATION

All new staff members will be in a probationary period for ninety (90) calendar days. During such probationary period, the Aspermont Small Business Development Center, Inc. or the individual may terminate the employment relationship without the usual advance notice. The employee may not take annual leave during this probationary period. The probationary period may not be extended.

B. EMPLOYEE CONDUCT

1. An employee is expected to conduct himself at all times in a manner befitting his status as an employee of the Aspermont Small Business Development Center, Inc. He shall refrain from any action and avoid any kind of public pronouncement, which reflects adversely upon the Aspermont Small Business Development Center, Inc.
2. An employee should exercise the utmost discretion in regard to all matters of official business and records.
3. Any information, which has been received by an employee on a confidential basis, must be maintained in confidence.
4. Aspermont Small Business Development Center, Inc. shall not discriminate against any employee who reports a violation of any law or regulation to any appropriate law enforcement authority if the report is made in good faith.

C. PUBLIC STATEMENTS

An employee may not speak to the press as an official spokesman of the Aspermont Small Business Development Center, Inc. without prior clearance of his immediate supervisor or the Executive Director. All inquiries from the press should be referred to the Executive Director. Any deviation from the policy will be considered a serious infraction of regulations.

D. PUBLIC APPEARANCES

Any employee asked by an outside agency or organization to appear as a guest speaker or invited program participant must obtain prior clearance from his immediate supervisor or the Executive Director.

E. GIFTS AND GRATUITIES

Employees of the Aspermont Small Business Development Center, Inc. and its Delegate Agencies are prohibited from accepting gifts, money and gratuities from persons receiving benefits or services from the Aspermont Small Business Development Center, Inc. or its Delegate Agencies, or from persons performing services under contract to the Aspermont Small Business Development Center, Inc. or otherwise in a position to benefit from an employee action.

F. ORIENTATION

On the first day of work, the employee will be informed of all policies and practices, receive printed materials on policies and fringe benefits, and complete a variety of payroll and fringe benefits forms. He will then be directed to his work site.

VI. EMPLOYEE DEVELOPMENT

A. CAREER DEVELOPMENT

The Aspermont Small Business Development Center, Inc. will provide its employees with opportunity for career development and advancement by building into its programs and positions plans enabling job progression, vertically and horizontally.

B. TRAINING

1. In-service training will be provided by the Aspermont Small Business Development Center, Inc., within available resources, which will provide staff with the skills training and experience necessary to enable job progression. Attendance at meetings is recognized as an important means for staff development. Within budget limitations, expenses may be paid by for such meetings.
2. Attendance at formal educational institutions, where such contributes to increase job capability, may be arranged by an employee, at his expense, during regular working hours, provided that time off work does not exceed 10 hours per week and it is covered by earned compensatory time and approved by the Executive Director.

C. TRANSFERS

Transfers from one location to another or one position to another will be made in the best interest of the Aspermont Small Business Development Center, Inc. and the individual.

D. PERFORMANCE EVALUATION

1. Performance evaluation is designed to improve the employee's understanding of his job, the standards for this work and to encourage employee development. Additionally, it provides a basis for periodic salary adjustment. Evaluations will be made annually except as needed for evaluating an employee for upgrade in job status or salary adjustment.
2. A written performance evaluation of each new employee will be made by the Executive Director at the end of the first 90 days of employment. If the evaluation is satisfactory, the employee will receive a 2% increase. Employees receiving unsatisfactory evaluations will be terminated at the end of 120 calendar days.
3. An employee dissatisfied with his evaluation may appeal it through the line of staff to the level of the Executive Director.
4. Evaluation of the Executive Director will be made by the Executive Committee and presented to the Board for consideration.

VII. POSITIONS AND SALARIES

A. POLICY

The Aspermont Small Business Development Center, Inc. will maintain a program, which establishes and monitors job qualifications, responsibilities, and salary standards for its employees.

B. JOB ANALYSIS/JOB DESCRIPTIONS

The Aspermont Small Business Development Center, Inc. will annually conduct a job analysis/job evaluation program on each position of the Aspermont Small Business Development Center, Inc. and its Delegate Agencies, following recommended standard procedures. From this, job descriptions will be written for each position. Every employee will be given a copy of his individual job description and a copy will be filed in his personnel folder.

C. WAGE COMPARABILITY

The Aspermont Small Business Development Center, Inc. will annually conduct Wage Comparability studies following recommended standard procedures. Salaries will be comparable for similar responsibilities in the Agency's program area, as well as internally comparable, in so far as funds are available.

D. SALARY SCHEDULES

Salary rates and schedules will be determined for each job title in the Aspermont Small Business Development Center, Inc. and its Delegate Agencies for review by the Board of Directors annually. Changes in salary rates, or creation of salary rates will be recommended by the Executive Director and approved by the Board of Directors. All budget projections are based on the salary changes and schedules.

E. MINIMUM WAGE

In accord with funding source requirements, at least the minimum wage will be paid to all employees of the Aspermont Small Business Development Center, Inc. and its Delegate Agencies.

F. CLASSIFICATIONS AND POSITIONS

1. All positions will be classified as a permanent or temporary, full or part-time.
2. Permanent – Full-time: Those employees who work on a regularly scheduled 8-hour, 40-hour week for seven or more months in any program year.
3. Permanent – Part-time: Those employees who work a regularly scheduled time amounting to less than 8 hours per day and/or 40 hours/week for seven or more months in any program year.
4. Temporary – Full-time: Those employees who work a regularly scheduled 8-hour, 40-hour week for less than seven months in any program year.
5. Temporary – Part-time: Those employees who work a regularly scheduled time amounting to less than 8 hours per day and/or 40 hours/week for less than seven months in any program year.
6. Temporary employees who work six or more months in any program year will be considered permanent employees beginning in the seventh month and be eligible for benefits accordingly.

VIII. PERSONNEL RECORDS

1. Personnel records, by individuals, will be maintained by the Aspermont Small Business Development Center, Inc. Each file will contain the complete history of the person's employment with the Aspermont Small Business Development Center, Inc. and its Delegate Agencies, starting with the applications and including all subsequent actions. It will, in all cases, record salary earned prior to employment with the Aspermont Small Business Development Center, Inc.

2. The individual personnel file is regarded as confidential material and will be treated as such. The only persons with access to the file will be the employees, the individuals who maintain the files, his immediate supervisor, the Executive Director and the Board of Directors.
3. By law, employee names, salaries and job descriptions are public information.

IX. PAYROLL AND WORK SCHEDULES

- A. **PAY PERIOD** – The length of the pay period is one month, bi-monthly for hourly employees.
- B. **PAY DAY** - Pay day is the last day of each month for salaried employees to cover the time worked during that month. Hourly employees will have a bi-monthly schedule. Payroll for all employees will be direct deposited and will be scheduled so that the deposit is available on the actual scheduled pay date.
- C. **DEDUCTIONS** – Deductions from paychecks will include Federal Taxes and Social Security.
- D. **SALARY ADVANCES** – There will be no salary advances to any employee for any reason.
- E. **WORK SCHEDULE**

The agency offices have regular working hours of 8:00 a.m. to 5:00 p.m. with one hour for lunch, Monday-Friday. The agency workweek is Sunday-Saturday.

ADMINISTRATIVE STAFF

1. ASBDC Administrative Staff is salaried and will be required to work when the office is open, thus working a standard 40-hour week. The Executive Director may grant alternative schedules for staff members when requested in writing.

DOUBLE MAINTAIN COACH DRIVERS

2. Drivers are paid hourly. Drivers will clock in and clock out on a time-clock located in the drivers' area in the DMC building. Reports will be generated from the time-clock and drivers will be paid for actual time worked.
3. DMC offers transportation Monday – Saturday. Therefore, the drivers' schedules will vary and will be established by the appropriate supervisor. Scheduling will insure that personnel are available whenever field locations are open to the public. Trips are scheduled each Saturday and effort will be made to rotate drivers who will work on Saturday. Work on Saturday will count towards the 40-hour workweek and pay for Saturday will be at the regular rate unless the hours add to give the driver a total of hours worked over 40 hours.

4. Agency drivers will be available for work Monday-Saturday. If an Agency driver is available for all days during the work week, Monday-Saturday, the driver will be paid for forty (40) hours of work even if he/she does not actually work forty hours. If the driver actually works more than 40 hours (Monday-Saturday), he/she will receive overtime pay for the hours over 40.
5. As part of their training, drivers must train/ride with an experienced driver that is appointed by Operations Staff as outlined in the Double Mountain Coach Policy and Procedures. The driver who is conducting the training (trainer) will be compensated for this extra duty—15% of regular hourly rate will be added to the trainer's pay for hours trained.

ALL STAFF

6. Employees who find they will be unable to report to work on time or unable to report for a full day must inform their immediate supervisor at their earliest opportunity. Failure to do so will result in no pay for the time missed. Good and sufficient reason must be provided for any tardiness or absence. Disciplinary action will be taken if an employee is continually absent from work. If a driver does not work one or more days during the week, then the driver will receive regular pay for the hours worked but not for a full 40-hour week.
7. Part-time personnel will work an established schedule, which is to be given them in writing at the time of employment.
8. Employees requesting a change in work schedule must provide full justification to the supervisor, and secure his approval.
9. In times of bad weather and the agency is not open for business, employees will not be docked on their paychecks. If DMC transportation is cancelled, drivers will receive 8 hours pay for the day but these hours will not count towards overtime for the week. A dispatcher who works at the office on a bad-weather day will receive overtime pay (1 ½ times the regular rate).
10. Christmas Bonus—Christmas bonuses will be made to all employees—amount dependent upon number of years of service. The rate will begin at \$150 for the first year of employment and \$50 for each year after the first year. There is a cap at \$500. The bonus will be part of the paycheck.

F. OVERTIME

1. Employees subject to the provisions of the Fair Labor Standards Act as amended in 1974 (non-exempt employees) will be paid overtime for all hours worked in excess of forty (40) hours in a work week at a rate not less than 1 ½ times the employee's regular rate of pay. Employees required to work on agency holidays will be paid twice the

employee's regular rate of pay for that day. Regular overtime (1 ½ time hourly rate) will be paid for Sundays. **Supervisors will not permit overtime to be worked by non-exempt employees without proper advance authorization.**

2. AMR requires that the agency have a dispatcher on duty until 6:00 pm each day (one hour past regular day). Therefore, dispatchers will take turns working the extra hour on a weekly basis. The dispatcher that is required to stay until 6:00 pm will not report for duty until 9:00 am on those days. There will not be any overtime pay for the that hour.
3. After a year of employment, all employees of ASBDC will be given their birthday as a day off. Employees will not be required to work and will not be docked any wages. Drivers who choose to take this day off will receive 40-hour pay but will not be eligible for overtime pay unless an actual number of hours worked is greater than 40. Adjustments in the day taken off may only be made in extenuating circumstances with the approval of the executive director.

G. SALARY INCREASES

Annual increments in the salary schedule will not exceed five percent. The Aspermont Small Business Development Center, Inc. will provide annual increases within this limitation to employees based upon budget and performance evaluation. To be eligible for this increase, an employee must be employed for six months prior to the evaluation. Employees will have written evaluations in January and/or February each year.

H. TIME AND ATTENDANCE REPORTS

1. Time and Attendance Reports will be maintained on all employees and submitted to the Controller (Accountant) at the end of each pay period.
2. Information to be included will show, as a minimum: Duty Status Each Day and Leave Taken.
3. All Time and Attendance Reports will be signed by the employees and the supervisor before salaries can be paid.

X. EMPLOYEE BENEFITS

A. SICK LEAVE RATES

1. Permanent full-time employees will earn sick leave at the rate of eight hours per month of employment; full-time hourly employees will earn four hours per semi-monthly pay period.
2. Permanent part-time employees will earn sick leave according to the fraction of the full-time rate they work. That is, the employee who works 20 hours per week, or one-half of the full-time rate, will earn sick leave at the rate of ½ day per month, accrued on the last day of the month of employment.
3. Temporary employees will not earn sick leave.
4. Sick leave shall not accrue during leave of absence without pay.

B. SICK LEAVE POLICIES

1. No sick leave may be taken in advance of being earned.
2. Illness extending beyond earned sick leave will be charged against earned annual leave. Absences in excess of the combined accrual of sick leave and annual leave may be granted without pay.
3. Each day an employee is out for an illness, he, or a member of his family, must call his supervisor and so inform him. Failure to do so will result in that day being charged against the employee's annual leave.
4. Sick leave may accrue to a maximum as follows:
Employed: 01 - 05 years – 240 hrs (30 days)
 06 - 10 years – 280 hrs (35 days)
 11 – 15 years – 320 hrs (40 days)
 16 – 20 years – 360 hrs (45 days)
 21 + years – 400 hrs (50 days)
5. Sick leave is taken only for employee illness in the employee's immediate family. The employee's immediate family here is defined as: Spouse (husband or wife), Child (including foster child or legal ward), or dependent parent.
6. Absence due to illness in the employee's family other than a spouse, child, or dependent parent will be charged to annual leave.
7. On the discretion of the Executive Director, absences due to serious illness extending beyond earned leave, may be extended on a "leave-without-pay" basis.

8. No payment shall be made for unused earned sick leave at termination of employment. If an employee is leaving the agency, the accumulated sick leave of the employee is not Eligible to be donated to other employees as part of a sick leave pool.

10. Sick leave donations-- An employee who has exhausted all paid leave and who suffers from a catastrophic illness or injury or is absent due to the catastrophic illness or injury of a member of the employee's immediate family may request the establishment of a sick leave pool, to which employees may donate sick leave for use by the eligible employee.

If the employee is unable to submit the request, a member of the employee's family or the employee's supervisor may submit the request to establish a sick leave pool.

The pool shall cease to exist when the employee no longer needs leave for the purpose requested, uses the maximum number of days allowed under a pool, or exhausts all leave days donated to the sick leave pool.

The Executive Director shall develop regulations for the implementation of the sick leave pool that address the following:

1. Procedures to request the establishment of a sick leave pool;
2. The maximum number of days an employee may donate to a sick leave pool.
3. The maximum number of days per year an eligible employee may receive from a sick leave pool; and
4. The return of unused days to donors.

The term "immediate family" is defined as:

1. Spouse.
2. Son or daughter, including a biological, adopted, or foster child, a son- or daughter-in-law, a stepchild, a legal ward, or a child for whom the employee stands *in loco parentis*.
3. Parent, stepparent, parent-in-law, or other individual who stand *in loco parentis* to the employee.
4. Sibling, stepsibling, and sibling-in-law.
5. Grandparent and grandchild.
6. Any person residing in the employee's household at the time of illness or death.

The term “family emergency” shall be limited to disasters and life-threatening situations involving the employee or a member of the employee’s immediate family.

C. ANNUAL LEAVE RATES

1. Annual leave (vacation) will accrue as follows:

Years Employed	Permanent Full-time	Semi-monthly, hourly
1-5 years	8 hours per month	4 hours per pay period
6-10 years	9 hours per month	4.5 hours per pay period
11-15 years	10 hours per month	5 hours per pay period
16-20 years	11 hours per month	5.5 hours per pay period
21+ years	12 hours per month	6 hours per pay period

2. Regular part-time employees will earn annual leave according to the fraction of full time rate they work.

3. Annual leave shall not accrue during absence of leave without pay.

D. ANNUAL LEAVE POLICIES

1. No annual leave may be taken in advance of being earned.

2. Annual leave may be accrued up to a total of 20 days. An employee may not carry forward more than 10 days of accrued annual leave from one calendar year to another.

3. Holidays occurring during the time of annual leave will not be charged against such leave.

4. Terminated employees, whether voluntarily or involuntarily, will be paid for earned accrued annual leave, not more than 80 hours.

5. Requests to take annual leave must be made in writing at least ten days in advance of the date, and must be authorized in writing by the appropriate supervisor.

E. JURY DUTY LEAVE

Leave with full pay will be granted for those days on jury duty. The employee must provide verification of jury duty, and turn in to the Aspermont Small Business Development Center, Inc., any juror’s fees received.

F. MATERNITY LEAVE

1. An employee who has been an employee for a period of one year is eligible for maternity leave for a period not to exceed six months.

2. Maternity leave is leave without pay.
3. The employee who has unused sick or annual leave may use this in addition to the maternity leave.
4. An employee on maternity leave will have retention rights to her position. Her replacement, while on leave, will be classified as a temporary employee.

G. MILITARY LEAVE

1. Any employee who presents official orders requiring his/her attendance for a period of training or other active duty as a member of the United States Armed Forces, State Reserve Corps, or State Guard will be entitled to military leave for a period not to exceed two weeks or ten working days.
2. Military leave is leave with full pay (less that paid for military services).

H. EXCUSED ABSENCES

1. The Executive Director may excuse employees they supervise for such reason as: reasonable time in which to vote; to permit safe travel, under hazardous road conditions; for the purpose of donating blood, etc.
2. The Executive Director may grant leave to an employee for death in the employee's immediate family. For purpose of this policy "immediate family" shall be defined as husband, wife, son, daughter, father, mother, mother-in-law, father-in-law, brother, sister, or grandparent. Time off shall not exceed 4 days and shall be granted leave with pay.

I. LEAVE WITHOUT PAY

All other leaves are without pay and must be authorized in advance in writing by the Executive Director or the immediate supervisor.

J. FAMILY AND MEDICAL LEAVE ACT

1. Eligibility – To be eligible for benefits under this policy, an employee must:
 - a. Have worked for the Aspermont Small Business Development Center, Inc. at least twelve months (which need not be consecutive) and must have worked at least 1,250 hours during the twelve months prior to the requested leave.
 - b. Family or medical leave under this policy may be taken for the following situations:
 - (1) Birth of a child;

(2) Placement of a child for adoption or foster care;

(3) Serious health conditions of the employee, or for the care of an immediate family member (immediate being: child, spouse or parent) who has a serious health condition. Serious Health Condition is defined as: illness, injury, impairment, or a physical or mental condition that falls into one or more of the following:

- Inpatient care in a hospital, hospice or residential medical facility;
- A period of incapacity of more than three consecutive calendar days that also involves continuing treatment by a health care provider
- Any period of incapacity because of pregnancy or for prenatal care;
- Any period of incapacity or treatment for such incapacity;
- A period of incapacity that is permanent or long-term because of a condition for which treatment might not be effective;
- Any period of absence to receive multiple treatments for a condition that would likely result in a period of incapacity of more than three consecutive calendar days without such treatment.

2. Compensation During Leave

Up to 12 weeks leave per 12-month period may be used under this policy.

The Aspermont Small Business Development Center, Inc. will measure the 12-month period as a rolling twelve-month period measured back from the date an employee uses any leave under this policy.

All leave taken under this policy during the prior 12-month period shall be subtracted from the employee's 12-week leave eligibility and the balance is the leave the employee is entitled to take at that time.

If a husband and wife both work for the Aspermont Small Business Development Center, Inc., the maximum combined leave they shall be allowed to take in any twelve-month period for the birth or placement of a child is twelve weeks.

3. Paid and Unpaid Leave

If an employee has accrued leave, the employee shall be required to use appropriate paid leave first with the remainder of the twelve weeks as unpaid leave.

An employee who is taking leave because of the employee's own serious health condition, or the serious health condition of an eligible family member, shall be required to first use all paid vacation, sick leave, earned compensatory time, and

any other paid leave with the rest of the twelve week leave period being without pay.

An employee taking leave for the birth of a child shall be required to take paid sick leave, and/or paid leave for the recovery period after the birth of the child prior to going on leave without pay.

After the recovery period from giving birth to a child, the employee shall be required to use vacation, earned compensatory time, and other available paid leave, except for sick leave, prior to going on leave without pay.

An employee who is taking leave for the placement of a child in the employee's home for adoption or foster care shall be required to use all paid leave due, except for sick leave, prior to going on leave without pay.

The maximum amount of paid and unpaid leave that may be used under this policy in any twelve-month period is twelve weeks.

4. Insurance

While on leave under this policy, the Aspermont Small Business Development Center, Inc. shall continue to pay the employee's medical insurance premium at the same rate as if the employee had been actively at work.

The employee shall be required to pay for dependent coverage, and for any other insurance coverage for which the employee would normally pay, or the coverage will be discontinued.

Payment for coverage shall be made through regular payroll deduction while the employee is on leave with pay. While on leave without pay, the employee shall be required to pay for premiums due to the Aspermont Small Business Development Center, Inc. no later than 30 days after the due date which the Aspermont Small Business Development Center, Inc. sets or the coverage shall be discontinued.

5. Intermittent Leave and Reduced Schedule

Intermittent leave under this policy shall be allowed only where it is necessary for the care and treatment of the serious health condition of the employee or the employee's eligible family member.

A reduced schedule under this policy shall be allowed only where it is necessary for the care and treatment of the serious health condition of the employee or the employee's eligible family member.

All work time missed as the result of intermittent leave or a reduced work schedule under this policy shall be deducted from the employee's twelve-week leave eligibility.

6. Physician's Statement

The Aspermont Small Business Development Center, Inc. shall have the right to ask for certification of the serious health condition of the employee or the employee's eligible dependent when the employee requests or is using leave under this policy.

The employee should respond to the request within 15 days of the request or provide a reasonable explanation for the delay.

Certification of the serious health condition of the employee shall include:

- The date the serious health condition began;
- The probable duration of the condition;
- The appropriate medical facts within the health care provider's knowledge regarding the condition.

Certification of the serious health condition of an eligible family member shall include:

- The date the serious health condition began;
- The probable duration of the condition;
- The appropriate medical facts within the health care provider's knowledge regarding the condition;
- Statement that the employee is needed to care for the eligible family member and an estimate of the amount of time the employee's care is needed.

If the employee plans to take intermittent leave or work a reduced schedule, the certification shall also include dates and the duration of treatment and a statement of medical necessity for taking intermittent leave or working a reduced schedule.

The Aspermont Small Business Development Center, Inc. shall have the right to ask for a second opinion from a physician of choice, at the expense of the Aspermont Small Business Development Center, Inc., if the agency has reason to doubt the certification.

If there is a conflict between the first and second certifications, the Aspermont Small Business Development Center, Inc. shall have the right to require a third certification, at the expense of the agency, from a health care practitioner agreed

upon by both the employee and the Aspermont Small Business Development Center, Inc., and this third opinion shall be considered final.

If the employee plans to take intermittent leave or work a reduced schedule, the certification shall also include dates and the duration of treatment and a statement of medical necessity for taking intermittent leave or working a reduced schedule.

7. Requesting Leave

Except where leave is unforeseeable, an employee shall be required to submit, in writing, a request for leave under this policy to the Executive Director.

Where practicable, an employee should give the Executive Director at least 30 days' notice before beginning leave under this policy.

Where it is not reasonable practicable to give 30 days' notice before beginning leave, the employee shall be required to give as much notice as is reasonable practicable.

If an employee fails to provide 30 days' notice for foreseeable leave, the leave request may be denied until at least 30 days from the date the Aspermont Small Business Development Center, Inc. receives notice.

8. Reinstatement

Employees returning from leave under this policy, and who have not exceeded the 12-week maximum allowed under this policy, shall be returned to the same job or a job equivalent to that the employee held prior to going on leave.

Where an employee is placed in another position, it will be one which has equivalent status, pay, benefits, and other employment terms and one which entails substantially equivalent skill, effort, responsibility and authority.

The Aspermont Small Business Development Center, Inc. shall have no obligation to reinstate an employee who takes leave under this policy and who is unable to return to work after using the maximum 12 weeks of leave allowed under this policy, or who elects not to return to work after using the maximum leave.

9. Repayment of Premiums

Except in situations where the employee is unable to return to work because of the serious medical condition of the employee or an eligible family member, or other situations beyond the control of the employee, an employee who does not return to work after using the 12 weeks maximum leave allowed under this policy shall be required to reimburse the Aspermont Small Business Development

Center, Inc. for all medical premiums paid by the Aspermont Small Business Development Center, Inc. while the employee was on leave without pay.

10. Other Benefits

While on leave without pay under this policy, an employee shall not earn vacation, sick leave, be eligible for holidays, or earn other benefits afforded to employees actively at work, except for those stated in this policy.

11. Other Issues

Any area or issue regarding family and medical leave which is not addressed in this policy shall be subject to the basic requirements of the Federal Family and Medical Act (FMLA) and the regulations issued to implement it.

K. HOLIDAYS

1. There will be twelve officially observed holidays for the Aspermont Small Business Development Center, Inc. personnel. All classifications of the Aspermont Small Business Development Center, Inc. will observe these:

New Year's Day, Martin Luther King Jr. Day, Presidents Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving & day after, Christmas Day & day after

Actual dates of the above holidays, will be the same as the holiday schedule for the Stonewall County Courthouse.

2. In addition, the Executive Director, on special occasions, and consistent with religious and local business practices, may excuse a staff member from work, or declare a holiday for all employees.

3. If a holiday occurs on Saturday, the preceding Friday will be observed; if on Sunday, the following Monday will be observed.

L. WORKMAN'S COMPENSATION

All Employees will be covered by Workman's Compensation.

M. EMERGENCY LEAVE

In the case of dangerous weather conditions, or when an emergency situation exists which places clients and employees in danger, the Executive Director, with approval from the

Board President or their designee, may issue an office closure. In the event you are scheduled to work and the offices are closed or job duties temporarily discontinued, Emergency Leave will be granted, without the loss of pay. In this situation, please contact your supervisor or the Executive Director for decisions regarding emergency office closings.

XI. EMPLOYEE EXPENSES

A. OUT OF TOWN EXPENSES

Employees of the Aspermont Small Business Development Center, Inc. may be required to perform official duties out of town of which they shall be reimbursed on the following terms, rates, and conditions.

1. Meals and Incidental Expenses

All employees, when traveling out of the area, will be issued funds for meals and incidental expenses (M & IE) based on federal rates (www.gsa.gov) only when travel necessitates overnight lodging. Drivers will not receive per diem (lunch money). They will be paid for the actual hours of a trip.

2. Travel

Employees will be required to use a service vehicle (DMC: Tahoe or pickup; DMOS: Expedition) if available. If an employee chooses to take his/her own vehicle when an agency vehicle is available, there will be no mileage reimbursement. No overtime will be paid for travel time. In the case of extenuating circumstances, such as additional personal travel time before, during or after extended travel, mileage may be paid for the use of personal vehicles to and from the location only with the approval of the Executive Director or Assistant Director/Financial Manager.

All per diem and transportation and subsistence is made in accordance with the standardized Government Travel Regulations unless approved by the Executive Director or Assistant Director/Financial Manager.

B. PERIOD OF ENTITLEMENT

The traveler is entitled to meals and incidental expenses from the time he leaves his home or office for official travel to the time of return to his home or office at the end of a trip; i.e., portal to portal. However, when the beginning time is within 30 minutes after prior to the end of a quarter day, or the time of return is within 30 minutes after the beginning of a quarter day, meals and incidental expenses for such quarter day will not be allowed without a statement on the travel voucher explaining the official necessity for departure or arrival during these times.

C. BASIC RULES

Each quarter of a day consists of 6 hours.

1. Employees with a trip with a duration of 10 hours or less but over 6 hours will receive meals and incident expenses for one quarter of a day based on the current Government Travel Regulations on the basis of elapsed time since the trip started.
2. A trip with a duration of over 10 hours but not more than 24 hours with no lodging involved will be paid meals and incident expenses per quarter based on the current Government Travel Regulations on the basis of elapsed time since the trip started.

D. VOUCHER FOR REPORTING AND REIMBURSEMENT OF TRAVEL EXPENDITURES

All vouchers for travel expenditures by employees will be comprehensive, complete, and supported by proper documentation as provided in this chapter. Travel expenditures will be audited in detail and must be fully supported by documentation.

E. PAYMENT

The employee must submit a claim, together with appropriate supporting documents, for approval by the Executive Director, prior to payment. All payments will be made as reimbursement and no advance payments for travel and M & IE will be made.

XII. DISCIPLINE

A. POLICY

As the basic standard of justice in the Aspermont Small Business Development Center, Inc., employees are to be informed of the behavior expected of them and the rules, regulations, policies, procedures and practices by which they must abide. Disciplinary action results from failure to abide by such.

B. PRACTICE

It will be the practice of the Aspermont Small Business Development Center, Inc. to put in writing its rules, regulations, policies, procedures, and practices. All new employees will be oriented to such at the time of employment.

C. CONDUCT

The standards of employee conduct normally required in any place of employment (such as: no fighting, obscenities, use of alcoholic beverages on the premises, theft or misuse of equipment or furnishings) will be the standards of employee conduct of the Aspermont Small Business Development Center, Inc., whether or not such are in writing.

XIII. GRIEVANCES, ADVERSE ACTIONS AND APPEALS

A. GRIEVANCES

A grievance is an employee's expression of dissatisfaction with working conditions. It will be brought to the attention of the employee's immediate supervisor. If it is not resolved to the satisfaction of the employee, he/she will reduce it to writing and transmit it to the next higher level of supervision. If the employee is not satisfied with the results of this step, he/she may appeal to the Executive Director. The decision of the Executive Director is final. The grievance will be acted upon at each point in the proceedings within five (5) working days.

B. ADVERSE ACTIONS

An adverse action is a disciplinary action or personnel action initiated by management that results in actual loss or reduction of salary to an employee or adversely affects his/her career. An adverse action will be transmitted, in writing, to the employee. The notification will contain all particulars of the adverse action including the right of the employee to request reconsideration and the right to submit evidence in support of the request.

C. APPEALS

An appeal of an adverse action will be sent to the Executive Director within ten (10) working days along with all evidence the employee feels is relevant to the case. The employee will be notified in writing of action taken on the appeal, and this notification will include the right of the employee to escalate the appeal to the appropriate committee or full board. The decision of the board is final. Action should be completed at each appellate level within the most reasonable period of time, but in no case to exceed 30 days.

NOTE: Complaints of discrimination are not subject to review through these procedures, but are processed under the procedures outlined in OEO Instruction 6004-4, or the Agency's Affirmation Action Plan.

XIV. AMENDMENTS

A. OPERATIONAL STATEMENT

This policy statement supersedes and rescinds all previous personnel policy and practice statements and becomes the official policy statement of the Aspermont Small Business Development Center, Inc.

B. AMENDMENT PROCESS

1. Amendments may be recommended at any regular meeting of the Board of Directors, or its designated committees.
2. After study by the Board or its designated committees, and opportunity for comment by the Executive Director, an amendment may be passed by a majority of the members of the full Board at any regular meeting, provided that all members of the Board have been mailed a copy of the proposed amendment at least five (5) days in advance of the meeting.

C. ANNUAL REVIEW

This policy statement will be reviewed annually by the Board of Directors, through its designated committee. Employees of and its Delegate Agencies will be advised in advance of the scheduled review and be given an opportunity to submit recommended changes.

Aspermont Small Business Development Center, Inc. Whistleblower Protection Policy

Aspermont Small Business Development Center, Inc. (ASBDC) requires directors, officers and employees to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. As employees and representatives of ASBDC, we must practice honesty and integrity in fulfilling our responsibilities and comply with all applicable laws and regulations.

Reporting Responsibility

This Whistleblower Policy is intended to encourage and enable employees and others to raise serious concerns internally so that ASBDC can address and correct inappropriate conduct and actions. It is the responsibility of all board members, officers, employees and volunteers to report concerns about violations of ASBDC's code of ethics or suspected violations of law or regulations that govern ASBDC's operations.

No Retaliation

It is contrary to the values of ASBDC for anyone to retaliate against any board member, officer, employee or volunteer who in good faith reports an ethics violation, or a suspected violation of law such as a complaint of discrimination, or suspected fraud, or suspected violation of any regulation governing the operations of ASBDC. An employee who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment.

Reporting Procedure

ASBDC has an open door policy and suggests that employees share their questions, concerns suggestions or complaints with their supervisor. If you are not comfortable speaking with your supervisor or you are not satisfied with your supervisor's response, you are encouraged to speak with the Executive Director or a board member. Supervisors and managers are required to report complaints or concerns about suspected ethical and legal violations in writing to the ASBDC Executive Director, who has the responsibility to investigate all reported complaints. Employees with concerns or complaints may also submit their concerns in writing directly to their supervisor or the Executive Director.

ASBDC's Executive Director is responsible for ensuring that all complaints about unethical or illegal conduct are investigated and resolved. The Executive Director will report to the Board of Directors about all complaints and their resolution and will report at least annually to the Chief Financial Officer on compliance activity relating to account or alleged financial improprieties.

Accounting and auditing Matters

ASBDC's Executive Director shall immediately notify the Chief Financial Officer and/or the Board of Directors of any concerns or complaints regarding corporate accounting practices, internal controls or auditing and work with them until the matter is resolved.

Acting in Good Faith

Anyone filing a written complaint concerning a violation or suspected violation must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation. Any allegations that prove not to be substantiated and which prove to have been made maliciously or knowingly to be false will be viewed as a serious disciplinary offense.

Confidentiality

Violations or suspected violations may be submitted on a confidential basis by the complainant. Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

Handling of Reported Violations

ASBDC's Executive Director will notify the person who submitted a complaint and acknowledge receipt of the reported violation or suspected violation. All reports will be promptly investigated and appropriate corrective action will be taken if warranted by the investigation.