

**THE MUSEUM ASSOCIATION OF NEW
YORK (MANY)**

Personnel Policy Manual

For Vote, December 5, 2022

TABLE OF CONTENTS

HEADINGS

PAGE

Article I.	Objectives/Mission	4
Article II.	At Will Employment	4
Article III.	Equal Opportunity Employment	5
Article IV.	Diversity, Equity, Access, & Inclusion Policy	5
Article V.	Responsibility for Personnel Administration	8
Article VI.	Staff Organization	9
Article VII.	Personnel Categories	9
Article VIII.	Personnel Types	11
Article IX.	Personnel Records	12
Article X.	Evaluation and Promotions	13
Article XI.	Termination of Services	14
Article XII.	Disciplinary Action and Dismissal	14
Article XIII.	Resignation	16
Article XIV.	Substance Abuse and Smoking Policy	16
Article XV.	Hours	17
Article XVI.	Paid Holidays	18
Article XVI.	Leaves of Absence	19
Article XVII.	Pay Day and Payroll Deductions	24
Article XVIII.	Benefits	24

Article XIX.	Automobile Insurance and Travel Expenses	26
Article XX.	Grievances, Discrimination & Whistleblower Protection Policy	27
Article XXI.	Sexual Harrassment Prevention	32
Article XXII.	Agency-Staff Relations	33
Article XXIII.	Personal Visitors	33
Article XXIV.	Internet/Terminology/Computer Usage Policy	33
Article XXV.	Change of Address	35
Article XXVI.	Confidentiality	35
Article XXVII.	Document Retention Policy	36
Article XXVIII.	Remote Work Policy	37
Article XXIX.	Conflicts of Interest	37
Article XXX.	Nepotism	37
Article XXXI.	Safety	38
Article XXXII.	Political Speech Prohibition	38
Article XXXIII.	New York Hero Act	39
Article XXXIII.	Modification of Policy	39
Article XXXIV.	Zipper Clause	39

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Receipt & Acknowledgement of Personnel Manual

Appendix “A” NY Paid Family Leave Policy 42

Appendix “B” New York Sexual Harassment Prevention Policy 46

requires employee signature

Appendix “C” Social Media Policy 57

Appendix “D” Document Retention Schedule 61

Appendix “E” Remote Work Policy 74

requires employee signature

Appendix “F” Code of Conduct & Pledge of Ethics 81

requires employee signature

Hero Act Act Compliance with link to NYS DOL page 83

Receipt & Acknowledgement of Personnel Manual 84

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The purpose of the Personnel Manual is to provide a basis for a clear understanding of the personnel principles, policies and practices of The Museum Association of New York. (hereinafter referred to as “MANY”) and thereby promoting maximum efficiency and good working relationships based on mutual understanding between the employer and its employees. Copies of this manual shall be given to all employees.

This Manual is not an employment contract and should not be construed as such. Furthermore, no promise, statement or writing made by a supervisor may be interpreted to constitute an employment relationship other than “at will.” Rather, employment with MANY is “at will,” terminable by either the employee or MANY at any time, without notice, with or without cause, except as otherwise provided by law.

I. **MISSION/ASPIRATIONS (board approved 6/22/22)**

Mission: The Museum Association of New York helps shape a better future for museums and museum professionals by uplifting best practices and building organizational capacity through advocacy, training, and networking opportunities.

Aspirations:

- Support museums becoming sustainable and positive places that
 - are essential to their communities
 - create opportunities for historically marginalized museum employees to learn about, work in, and contribute to the field
 - contribute to the economic vitality of their region
 - offer opportunities for creativity and civic engagement
 - lead to environmental responsibility
 - share inclusive history and culture
 - promote lifelong learning
- Advance accountability in administrative, financial, and collections management practices.
- Advocate for the adoption of living wage for museum staff and aspiring museum staff that recognizes responsibilities, experience, education, and skills.
- Inspire museum professionals to stay in the field through professional development, continuing education, community building, and by providing opportunities to reimagine and reinvent museums.
- Secure the future of the Museum Association of New York and advance the goals of the organization by attaining reliable and stable finances to support staff positions and operations.

II. **AT WILL EMPLOYMENT**

This set of personnel policies is intended to merely be a guideline. It is not an employment contract and should not be construed as such. Furthermore, no promise, statement or writing made by a supervisor may be interpreted to constitute an employment relationship other than “at will.” Rather, your employment with this nonprofit corporation is “at will” terminable by either yourself or the nonprofit corporation at any time, without notice, with or without cause, except as otherwise provided by law.

III. EQUAL EMPLOYMENT OPPORTUNITY

All applicants and employees receive consideration for employment, promotion and/or transfer based on individual merit, ability to perform the assigned task and the needs of MANY. No person shall be excluded from employment because of discrimination on the basis of: race; ethnicity (occasionally referred to as “color”); national origin; citizenship status (except as may be limited by statute or regulation); age (beginning with age eighteen (18)); gender; gender expression; gender identification; sexual orientation (as both recognized and perceived); genetic information (including perceived considerations of any perceived or acknowledged “defect”); marital status; familial status (including pregnancy, childbirth-related considerations or responsibilities associated with caring for or seeking to adopt a child under eighteen (18) years; caregiver status; illness (including HIV/AIDS status); ability (physical or mental); use of service animals (including dogs); atypical hereditary cellular or blood trait; religion; military status or service (including, but not limited to, that applicable to any Vietnam War-era veteran); current or prior lawful occupation or source of income; unemployment compensation beneficiary status; union preference or affiliation; political opinions or activities (when conducted solely on personal time, without reference or affiliation to MANY); criminal accusation or arrest; prior convictions (subject to other specific statutory limitations); domestic violence, stalking and/or sex offense victim status; credit history; any lawful use of any product or participation in any lawful recreational activities while not at work; and/or any other class of individuals protected by federal, state and/or local statute, regulation and/or ordinance. In the context of employment, this policy specifically applies to all terms and conditions of employment, including but not limited to, hiring, placement, compensation, promotion, transfer, training, leave of absence, and termination, relative to Equal Employment Opportunity and Affirmative Action obligations, in accordance with all known applicable federal, state and local statutes, regulations and ordinances.

IV. DIVERSITY, EQUITY, ACCESS, & INCLUSION POLICY

A. Intent.

MANY is committed to advancing the concepts of Diversity, Equity, Access, and Inclusion (“DEAI”) as they are crucial to our efforts in advancing our charitable mission. We believe that fostering diverse, equitable, and inclusive programs, workspaces and opportunities is essential to assure that the divergent and unique perspectives of our consumers, volunteers, employees, members, directors and other organizational stakeholders are valued, respected, and considered in all aspects of our governance, operations, and programs and services. For us, the concepts of Diversity, Equity, Access, and Inclusion contemplate more than mere compliance with laws and regulations, rather

they are self-mandated and integral to all aspects of our governance, operations, and programs. We are committed to encouraging diversity and prohibiting discrimination in both its role as an employer and as a provider of services. MANY seeks to foster a corporate culture that encourages all individuals to develop and maximize their true potential. We are committed, to the greatest extent practicable, to achieving and maintaining a workforce that broadly reflects the community in which we operate and the individuals that we serve.

B. Definitions.

Diversity, Equity, Access, and Inclusion are not mutually exclusive and the success with any one is contingent on commitment to advancing the others. Although none of the terms has a universally accepted definition, for purposes of interpretation of this policy, the following phrases shall generally be interpreted as follows:

Diversity. Diversity includes the divergent experiences, education, strengths, skills, perspectives, personal characteristics, and larger population and cultures, represented by, and within, our workplace and the community where the corporation conducts operations. While never easy, diversity is customarily less challenging to achieve than equity or inclusion. As a crude analogy, if you decided to host a party, a commitment to diversity would mean endeavoring to assure that people from all sorts of different backgrounds are invited and welcomed.

Equity. Equity requires significant commitment to fostering an environment where everyone has the opportunity and access to achieve their full potential, and nobody is at an inherent advantage because of socio-demographic considerations, personal or group identity, or other prejudicial circumstance. Equity is generally more of a challenge to achieve than diversity. To continue with the party analogy, a measure of equity is achieved when all party attendees feel safe, comfortable and enjoy the opportunity to dance.

Inclusion. Inclusion embraces and celebrates the perspectives, voices, values, and needs that are unique to everyone with a goal of facilitating and retaining a culture where all stakeholders feel heard, respected, valued, and included. Inclusion is often more challenging to achieve than even equity. With the party analogy, inclusion is demonstrated not when a diverse group of people attend the party and feel comfortable dancing, but when they have an opportunity to actually be part of the planning of the party and to contribute to the play list so everybody can enjoy dancing to some of their favorite songs.

Access: Accessibility is giving equitable access to everyone along the continuum of human ability and experience. Accessibility encompasses the broader meanings of compliance and refers to how organizations make space for the characteristics that each person brings. The definition of accessibility is broadening beyond public accommodations and job opportunities. It's not just about the physical environment: it's about access to and representation in content for all. We must integrate those concerns into the definitions. Our understandings of accessibility include the legal definitions and provisions of the Americans with Disabilities Act, but we're striving for inclusive design. We want to go beyond compliance. (Definition borrowed from AAM)

C. Actions.

MANY recognizes that true Diversity, Equity, Access and Inclusion are not easily achieved under the best of circumstances and virtually impossible to obtain in the absence of examples of actions to be undertaken by the MANY to advance our goals. Set forth below is a non-exhaustive list of actions that MANY intends to take to accomplish our priorities, which ideally shall be expanded and further defined over time:

Diversity

- i. Strive to attract, inspire and maintain a diverse base of consumers, volunteers, employees, members, directors and other organizational stakeholders
- ii. Commit to prioritizing diversity in leadership at every level.
- iii. Promote diversity in all forms of stakeholder outreach, recruitment, training, development, retention and succession through well planned, coordinated and innovative campaigns and other efforts.

Equity

- i. Advocate for the advancement of stakeholders from underrepresented populations and/or personal or group identities.
- ii. Support all qualified consumers, volunteers, employees, members, directors and other organizational stakeholders from underrepresented and/or underserved populations and/or personal or group identities in advancing their personal and professional interests, particularly as related to our organizational purposes and underlying programs and services.
- iii. Establish clear criteria for internal and external advancement.

Inclusion

- i. Prioritize programmatic opportunities, operational activities, and governance protocols addressing the unique needs of stakeholders from

underrepresented and/or underserved populations and/or personal or group identities.

ii. Develop, promote and maintain a culture of inclusion and belonging.

iii. Foster and develop safe spaces and opportunities for discussions and gatherings particularly as to such matters as the sharing of ideas and experiences and maintenance of safe spaces and opportunities.

Access

Accessibility is giving equitable access to everyone along the continuum of human ability and experience. Accessibility encompasses the broader meanings of compliance and refers to how organizations make space for the characteristics that each person brings. The definition of accessibility is broadening beyond public accommodations and job opportunities. It's not just about the physical environment: it's about access to and representation in content for all. We must integrate those concerns into the definitions. Our understandings of accessibility include the legal definitions and provisions of the Americans with Disabilities Act, but we're striving for inclusive design. We want to go beyond compliance. (Definition borrowed from AAM)

D. Related Policies

MANY's Non-Discrimination, Equal Employment Opportunity & Affirmative Action Policy exists to assure compliance with all applicable federal, state and local statutes, regulations and ordinances and is intended to complement this Policy. Should this Policy ever contradict the terms of said Non-Discrimination, Equal Employment Opportunity & Affirmative Action Policy, the terms of that Policy shall govern.

V. RESPONSIBILITY FOR PERSONNEL ADMINISTRATION

The Board of Directors, as the legal employer of MANY, has ultimate responsibility in providing for the employment of staff and for adopting personnel policies for the staff. These personnel policies serve as a guide for MANY in all personnel matters and may be amended only by majority vote of the Board of Directors.

A. Board of Directors

With regard to personnel issues, the Board's responsibilities include the following:

- facilitating quality Board/staff relationships;

- maintaining qualifications and salary guidelines for staff members in accordance with recognized standards;
- crafting personnel policies;
- consulting with the Executive Director on special problems relating to staff;
- ensuring that job descriptions for all staff are maintained;
- annually evaluating the work of the Executive Director and discussing the results of said evaluation with the Director, and;
- monitoring the annual evaluations of the staff by the Executive Director and assisting and conducting appeal and review hearings for all personnel.

B. Executive Director

The Executive Director is accountable to the Board of Directors. They have the responsibility for employing, assigning, supervising, and releasing all other employed staff, and for administering the personnel policies. In performing these duties, they will consult with Directors knowledgeable about the duties and work area of the staff positions under consideration as provided for in the hiring procedures and report actions on staff appointments and terminations to the Board of Directors.

C. Executive Committee

This committee shall consist of all Officers of the Board of Trustees and other board members appointed by the Chair. The Executive Committee shall have powers of the Board between meetings of the Board except the encumbrance of property, reversal of previous board actions, to fiscally obligate the organization in any way, or employ or remove the Chief Executive Officer.

VI. STAFF ORGANIZATION

The programs and services determine the number and type of staff at MANY. The Executive Director is the administrative head of MANY and all staff members are responsible to them. The Board selects the Executive Director, who is responsible to the Board. Whenever this vacancy occurs, it will be publicly announced. The minimum qualifications for this position will be established by the Board of Trustees. Screening of candidates will be undertaken by a Search Committee of the Board. Candidates must meet the current qualifications set by the Board of Trustees. Appointment will be made by the Board of Trustees.

Recruitment, selection and appointment of other staff will be made by the Executive Director.

VII. PERSONNEL CATEGORIES

A. Exempt

“**Exempt**” staff are generally employed on a “salary basis,” who are not eligible for overtime compensation. To qualify for exemption from otherwise applicable labor standards, staff must fall within one (1) of the three (3) statutorily defined classes summarized below; receive a guaranteed salary; with a minimum level no less than the then-applicable statutory minimum (current minimum salary levels for each class are set forth below). Following are summaries of the job duties and salary minimums necessary for staff to be qualified as “exempt” employees:

1. **Executive.** Employees with executive functions supervising the work of other employees whose primary duties require supervision of two (2) or more subordinates, earning a minimum salary of (\$55,341.00 in 2023 pending confirmation) \$51,480.00 (\$1,064.25 weekly).
2. **Administrative.** Staff with essential job duties, generally responsible for office or non-personnel work, directly related to management policies or general business operations and duties work customarily requires the exercise of discretion and independent judgment, earning a minimum salary of (2023 pending confirmation \$55,341.00) (\$1,064.25 weekly).
3. **Professional.** Employees with professional responsibilities perform work requiring knowledge of an advanced type in a field of science or learning customarily acquired by a prolonged course of specialized study and their work customarily and regularly requires the exercise of discretion and independent judgment or their work is original and creative in character in a recognized field of artistic endeavor, earning a minimum salary of \$35, 568.00 (\$684.00 weekly).

B. Non-Exempt

Non-exempt employees are generally employed on the basis of a single “hourly rate.” Non-exempt employees are eligible for overtime compensation at the rate of one and one half (1-1/2) the regular hourly rate for hours worked in excess of forty during a given week. For 2023, the minimum wage applicable to Non-Exempt staff is \$14.20 per hour.

VIII. PERSONNEL TYPES

A. Full-Time

Full-Time employees are regular employees who work forty (40), or more, hours per week on a regular basis. Such employees shall receive full agency-sponsored benefits including a paid one hour lunch each day and one, paid 15-minute break each day.

B. Part-Time

Part-Time employees are regular employees who work less than forty (40) hours per week on a regular basis. Such employees shall receive agency-sponsored benefits on a prorated basis.

C. Intern

Interns are hired to work a set number of hours per week. Paid and unpaid internships are available, paid interns are compensated on a stipend or contract basis.

D. Contract

Contractual staff is bound by separate written agreements drawn up between MANY and the contractor and are not eligible for any benefits from MANY.

Categories of staff and benefits may change as the organization grows and this policy should be adapted by the Board of Trustees.

Regardless of Personnel Type, upon hiring or material change in job duties or compensation, each employee shall receive a written notice, to be signed and acknowledged by both employer and employee, documenting the following:

- Rate or rates of pay including overtime or a statement that the employee is exempt from overtime;
- How the employee is paid, particularly including established pay periods;
- On what day the payday falls;
- Official name of the employer and any other names used for business;

- Address and phone number of the employer’s main office; and
- Allowances taken as part of the minimum wage (tip, meal, and lodging deductions).
- Any other matter of material interest concerning employment, particularly compensation.

All such notices shall be issued via forms provided by the New York Department of Labor in English and any other language identified by each employee as his or her primary language (if applicable), provided such a form is then published by the Department of Labor. Employees shall be notified in writing, at least, seven (7) calendar-days prior to changing any notice information set forth above, unless any such changes are reflected in your customary wage payment statements.

IX. PERSONNEL RECORDS

MANY shall maintain a personnel file for every employee consisting of information regarding the employee, which may include the following:

- the application for employment, records of personnel history, including information on education, training and experience.
- attendance records, evaluations, supervisor’s reports and other pertinent information.

An employee, upon request, may have access to their personnel file in the presence of the Executive Director within a reasonable time and at the convenience of the Executive Director. This file shall be kept accurate and up-to-date and shall include all materials related to changes of status, job titles, salary grades and other matters having a bearing on the individual employee’s relationship to MANY. The contents of personnel files are confidential, except to the Executive Director; the President of the Board of Directors; and, those authorized by the Executive Director.

MANY shall maintain a separate file of all the personnel memoranda issued to the staff as a whole.

X. EVALUATIONS AND PROMOTIONS

Please be advised that nothing contained herein amends, modifies or repeals the “at-will” nature of employment with MANY. The employment relationship

between MANY and any employee is terminable by either an employee or MANY at any time, without notice, with or without cause, except as otherwise provided by law.

A. Evaluations

During the first year of employment, there shall be two performance reviews: the first shall occur six (6)-months after the date of hire and the second will be at the employee's one year anniversary. Thereafter performance reviews will be conducted on a yearly basis at the anniversary of the employee's hire date. The Executive Director conducts the performance reviews of all staff. Their evaluation will use a standardized form and will be reviewed and signed by the Executive Director and maintained in a confidential personnel file. A copy of the evaluation form will be given to the employee.

The Executive Director conducts the performance reviews of all staff. Employee performance will be evaluated by the Executive Director according to a standardized form and the completed form discussed with the employee. Knowledge of the job, ability to learn, ability to maintain professional standards, quality of work, dependability, initiative and cooperation will be considered. Employees are encouraged to discuss their standing at any time with the Executive Director.

Any recommendations and/or warning given by the Executive Director during performance review will be documented in a written, dated statement, signed by the employee and executive director. Summaries of evaluations will be filed in the employee's confidential personnel file.

Performance appraisal will precede and provide rationale for any merit salary increase.

Members of the Executive Committee conduct the performance reviews of the Executive Director.

B. Promotions

When practicable, MANY encourages promotions from within the organization. When appropriate, present staff members shall be considered first when a vacancy

occurs or when a new position is created. Promotions shall be made with due regard to training, length of service, ability, special skills, and job performance. When other qualifications are substantially equal, length of service prevails.

XI. TERMINATION OF SERVICE

A. Tenure

Continuation of employment in a position shall be based on satisfactory performance by an employee.

B. Release

The term “release” refers to termination of employment by MANY for reasons beyond the control of the employee and bears no relation to an employee’s job performance or conduct. Should MANY be unable to continue a full-time employee in their current position because of budget cuts, reorganization, or discontinuation and is unable to devise some other mutually satisfactory assignment, the employee shall be released. To the extent practicable, employees will be given advance notification of any such release.

XII. DISCIPLINARY ACTION AND DISMISSAL

Any person having supervisory responsibilities at MANY is expected to maintain avenues of regular communication with those supervised. Such communication, in addition to verbal interaction, should include written memoranda detailing periodic discussions with the employee, including the supervisor’s perceptions of both positive and negative traits/work habits of the employee. These memoranda should form a part of the employee’s personnel file, and be shared with the employee. Such memoranda do not in and of themselves constitute disciplinary actions. The employee has the right to place in his/her personnel file a written response to these memoranda.

A. Disciplinary Action

The term “disciplinary action” refers to the issuance of a written warning notice or notices to employees by supervisory personnel, detailing behavior on the part of the employee, which is unsatisfactory.

Reasons for giving a written warning notice include, but are not limited to, the following:

- excessive or unauthorized absence or tardiness; disrespectful or improper attitudes toward fellow employees or members of the Board of Directors; members of the association, colleagues, conference attendees, program attendees, elected officials, and fellow human beings.
- unsatisfactory work habits;
- unsatisfactory personal hygiene and/or appearance;
- lack of cooperation in performance of assigned tasks; failure to meet work objectives without an explanation satisfactory to the immediate supervisor;
- violation of safety rules, agency regulations, or program performance guidelines of regulatory agencies, or;
- other acts inconsistent with generally recognized standards of good employee conduct.

Disciplinary Procedures will be implemented against an offending employee for any infraction of the aforementioned Personnel Policies. These Procedures may include, but are not limited to, a Verbal Warning with a note to that effect being placed in the employee's Personnel File, a Written Warning with a copy attached to the employee's Personnel File, and documented Termination. An offending employee will be given opportunity to redress and remedy the offending aptitude, attitude, or behavior, when and if appropriate. The Disciplinary Procedures may be followed at the Director's discretion. Finally, in no way does this policy affect the nonprofit corporation's rights to terminate employees at will, with or without cause.

B. Dismissal

The term “dismissal” refers to termination of employment by MANY for unsatisfactory job performance or misconduct on the part of an individual employee. The dismissal of the Executive Director is made by the Board of Trustees. Dismissal of other staff is made by the Executive Director.

The following incidences and types of conduct may result in the summary dismissal of an employee:

- repeated warning notices detailing unsatisfactory behavior.

- improper or unprofessional conduct including relating to clients or consumers of MANY services or programs or any conduct which violates the legal rights of clients or consumers
- reporting to duty under the influence of alcohol or unprescribed controlled substances or the possession or use of alcohol or controlled substances on the job.
- theft, or the attempt or facilitation thereof
- falsifying time records, logs, forms or other work records
- gambling or fighting during assigned work hours
- harassing, goading or using abusive language toward clients or consumers or fellow employees
- breach of written or implied agency policy concerning the duties of care and loyalty or confidentiality
- performing criminal, illegal or immoral acts
- insubordination toward anyone acting in a supervisory capacity
- other flagrant violations of rules and practices, including violation of legal and professional codes and guidelines which could hold the employer responsible for civil or criminal penalties or jeopardize the licensing or funding of agency programs

XIII. RESIGNATION

The term “resignation” refers to the voluntary termination of employment on the part of the employee. In the event of resignation, the Executive Director is expected to give written notice of resignation to the Executive Committee thirty days prior to the last day of work. All other staff members are expected to give written notice to the Executive Director ten business days prior to departure. Departing employees will receive all salary to which the employee is entitled, accrued vacation days, personal days, and sick days will not be compensated upon separation. Employees are asked to give MANY at least ninety days advanced notice or more if possible, of their intent to retire.

XIV. SUBSTANCE ABUSE AND SMOKING POLICY

A. Smoking Policy

Smoking of tobacco products is prohibited inside all areas of the office suite. Employees may smoke outside of the building and are responsible for keeping the smoking area clean and free of smoking debris.

B. Alcohol & Controlled Substances Use & Abuse Policy

To ensure a safe and efficient unlawful drug and alcohol-free workplace and ensure compliance with state and federal regulations, the following policy has been adopted and will be observed by MANY employees.

No employee will report for work under the influence of, or will work impaired by, alcohol or any controlled substance not specifically prescribed by a licensed physician for use during work hours. An employee may use a substance administered by, or under the instructions of, a licensed physician who has advised the employee that the substance will not affect the employee's ability to safely perform necessary job duties. For any controlled substance that is lawfully prescribed, with any potential to impact job responsibilities in the workplace, the employee shall promptly notify the Executive Director. Any violation of this policy will result in immediate disciplinary action.

MANY shall work with an employee suffering from alcohol or substance abuse so that the employee will receive appropriate support necessary to overcome dependency. An employee seeking such assistance is encouraged to contact the Executive Director to discuss the situation. Any disclosures made by an employee will be treated as strictly confidential. The employee's decision to seek assistance will not be used as the basis for disciplinary action nor be used against the employee in any disciplinary proceeding. In the absence of proactive outreach to request appropriate support assistance necessary to overcome dependency, employees who, after appropriate investigation, are found to have violated this Policy may be referred for counseling or rehabilitation; subjected to appropriate disciplinary action; and/or terminated immediately or upon prior advance notice, as unilaterally determined by MANY.

XV. HOURS

A. Work Week

The basic workweek for full time employees shall be 40 hours. Employees shall have flexible work weeks and may perform work at home as needed at the discretion of the Executive Director. Time sheets must be completed by all full-time and hourly staff members.

B. Overtime

1. Exempt Employees

Exempt employees are not entitled to overtime compensation.

2. Overtime for Non-Exempt Staff

Overtime is normally discouraged for non-exempt employees. All overtime must be authorized in advance by the Executive Director or their designee. Hours worked in excess of forty (40) in a week will be paid at one and one half (1-1/2) times the employee's regular rate of pay.

XVI. PAID HOLIDAYS

All full time employees shall be entitled to take twelve and a half (12.5) paid holidays per calendar year. Paid holidays shall not be allowed to accumulate from year to year. MANY shall not be responsible for paying for holidays not taken during the calendar year. If a holiday falls on a weekend, the following Monday will be observed as the staff holiday. If one of the holidays is observed while an employee is on paid vacation leave, that day will be counted as a "holiday" rather than a "paid vacation" day.

The following days are designated as annual holidays:

New Year's Day
Martin L. King Day
Presidents Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Indigenous Peoples' Day
Veteran's Day

Thanksgiving
The Day After Thanksgiving Day
Christmas Eve (1/2 Day)
Christmas

Because MANY provides a flexible work schedule, paid holidays are not provided for part-time staff.

XVII. LEAVES OF ABSENCE

All forms of leave, paid or unpaid, require that employees ask permission and/or notify their immediate supervisor of their intended absence in advance of their non-attendance at work. Failure to seek permission or give notice of non-attendance prior to being absent may result in loss of pay for the period of absence and/or disciplinary action. An employee's absence for two (2) days or more without notification to the immediate supervisor as to the reason for the absence shall constitute an automatic resignation. Reinstatement shall be at the discretion of the Executive Director.

A. Vacation Leave

During the first year, full-time staff members receive seven (7) days paid vacation pro-rated from their hire date. Vacation days may be taken beginning three months after the date of hire.

(10) days paid vacation is received during the second, and third year of employment, fifteen (15) days paid vacation beginning with the fourth year of employment.

Employees may accumulate a maximum of twenty (20) days earned vacation. Vacation time may be taken at a time mutually agreeable to the employee and director. Vacation leave must be requested in writing via the leave request form. Unused vacation time must be used in the first (1st) quarter of the employee's next year.

B. Personal Leave

Two personal days per calendar year are provided to full-time employees to celebrate holidays not observed by the organization, or to meet practical and professional demands that cannot be scheduled outside of work hours.

Personal days should be scheduled at least one week in advance, leave must be requested in writing via the leave request form. Personal days may not be carried over from one year to the next. Personal days used at the end of the year are to be allocated at the discretion of the Executive Director

C. Sick and Safe Leave

MANY complies with, and exceeds all statutory-standards with respect to Sick and Safe Leave. "Sick Leave" is available for mental or physical illness, injury, or health condition, or for the diagnosis, care, or treatment of a mental or physical illness, injury or health condition; or need for medical diagnosis or preventive care. "Safe Leave" is intended for absences from work when employees, or their family, are victims of "domestic violence," as defined by the State Human Rights Law, concerning time needed in relation to a family offense, sexual offense, stalking, or human trafficking situation. Exempt Full-time employees are granted a maximum of twelve (12) Sick and Safe days per year, effective the date of hire. Additional paid sick days may be recommended by the Executive Director on a per incident basis for the approval of the Executive Committee. Sick leave of a maximum of twenty-five (25) days may be granted, which, a portion of which, at the discretion of the Executive may be carried over to the following year.

The amount of reimbursement a staff member received while on sick leave by virtue of disability payments and/or worker's compensation shall be deducted from salary or reimbursed to MANY by the employee.

An employee leaving MANY for reasons other than illness will not be paid for accumulated sick leave. Sick and Safe Leave shall be extended to staff as required by statute, with any further employer-sponsored benefits subject to the discretion of the Executive Director.

D. New York State Paid Family Leave

MANY's Policy concerning New York State Paid Family Leave is annexed to this Personnel Policies Manual as Appendix A.

E. Bone Marrow Donation Leave

Employees are permitted to take an unpaid leave of absence for bone marrow donations. The combined length of the leave may not exceed twenty-four (24) work hours, unless otherwise agreed to by MANY. MANY may require verification by a physician for the purpose and length of each leave requested by the employee to donate bone marrow.

F. Blood Donation Leave

MANY shall allow employees unpaid leave time for the purpose of donating blood. Employees may take leave off premises for blood donation one time per calendar year for up to three hours of the employee's regular work schedule. Employees should provide at least three working days' notice of the intent to take leave, unless it is the result of an emergency donation in preparation for the employee's own or family member's surgery.

G. Lactation Leave

New York State Labor Law Section 206-c requires MANY to provide nursing mothers, with break time to pump breast milk at work. MANY is required to inform employees who are returning to work following the birth of a child about their right to take unpaid breaks during the work day for the purpose of pumping breast milk by putting up a public poster in the worksite, putting the information in the employee handbook, or notifying the employee individually in writing. If employees want to pump breast milk at work, they must notify their supervisor in advance – preferably before their return to work from maternity leave. As nursing mothers, employees may take break time to pump breast milk at work for up to three years following the birth of a child. MANY must give nursing mothers at least 20 minutes for each break, nursing mothers can take breaks at least once every three hours to pump breast milk. If a nursing mother takes breaks to pump breast milk, MANY cannot take time away from regular paid break or meal time. MANY is required to let nursing mothers work before or after their normal shift to make up for the time taken to pump breast milk, as long as this time falls within MANY's normal work hours. MANY does not have to pay employees for the breaks to pump milk. If desired, nursing mothers may use regular paid break or meal time to pump breast milk. Nursing mothers are also entitled to additional unpaid breaks if needed. MANY should provide a nursing mother with a private room or other location close to the work area where they can pump breast milk. If MANY can't provide a dedicated lactation room, a temporarily vacant room may be used. As a last resort, a cubicle can be used, but it must be fully enclosed with

walls at least seven feet tall. The room or location provided by MANY cannot be a restroom or toilet stall. The place where nursing mothers pump breast milk must contain a chair and small table or other flat surface. In addition, MANY will provide an electrical outlet, clean water supply, and access to a refrigerator where pumped milk can be stored. The room or place provided by MANY cannot be open to other employees, customers, or members of the public while a nursing mother is pumping breast milk. It should have a door with a functional lock, or in the case of a cubicle, a sign warning the location is in use and not accessible to others. MANY may not discriminate or retaliate in any way against any employee who chooses to pump breast milk in the workplace or who files a complaint with the DOL.

F . Sick Leave Without Pay

After paid sick and vacation leave are exhausted, sick leave without pay shall be granted subject to the Executive Director's recommendation for approval by the Board of Directors.

G . Conference Leave

Time off with pay may be allowed for attending conferences, seminars, institutes and workshops related to the employee's work. The Executive Director is responsible for approving such requests subject to budgetary limitations and adequate staffing coverage.

H . Emergency Leave

Emergency short-term leave, without pay, may be granted in special cases at the discretion of the Executive Director.

I . Civic Responsibility Leave

Civic responsibilities such as voting, jury duty, etc., are considered a responsibility and privilege of every American citizen. Execution of such civic responsibilities by individual staff members is encouraged. Leave with pay will be granted to permit discharge of such responsibilities. Any reimbursement to the staff member for such services shall be deducted from salary. The employee requesting leave must request approval in writing in advance from the Executive Director.

In the event an employee is called for jury duty, they must immediately inform their supervisor. The employee shall receive the lesser of \$40.00 per day or their daily wage based upon salary or hourly calculations for the first (3) days of jury service. Thereafter, the employee may take vacation and or sick time to compensate for the loss in pay suffered by extended jury service. The employee is not required to take vacation and sick time but in no event will the employee be paid wages by the employer past three days of jury service. An employee may request that they be granted additional shifts to account for the lost time, but shall not be required to do so by the employer. The employee shall suffer no adverse effects for having to report for jury duty, including but not limited to negative conduct reports or termination.

J . Military Leave

Military leave without pay shall be granted to employees who enter the armed services. Such employees shall be afforded the protection of their seniority rights and their status in the agency's retirement plan. Employee's entering the armed services for over thirty-one (31) days of duty shall be reassigned promptly upon return to civilian life if the employee returns within ninety (90) days after being honorably discharged. Employee's entering the armed services for less than thirty-one (31) days shall be reassigned promptly upon their return to civilian life if the employee returns within two (2) days after being honorably discharged.

The armed services described above include all of the Uniformed Services of the United States of America, including the Army, Navy, Marine Corps, Air Force, Coast Guard and the Public Health Service Commissioned Corps. Health benefits enjoyed by the employee entering the armed service may be maintained by the employee for himself/herself and his/her family for an eighteen (18) month period, if the employee continues to pay the requisite premium as if the employee were continuing those benefits under COBRA.

K . Bereavement Leave

In case of death in the immediate family or of a household member, staff will be allowed a maximum of five (5) days, not necessarily in succession, with pay for bereavement. For purposes of this Manual, the definition of immediate family member can be self-defined if living in the employee's primary residence, and may encompass the following: parent, spouse, child, child of spouse, sibling,

spouse of sibling, grandparent or grandchild . With the approval of the Executive Director, up to five (5) additional days may be charged to sick leave.

L . Severe Weather Conditions

MANY offices close when schools and state government offices in the Capital District are closed due to severe weather conditions. Annual and/or personal leave may be taken without prior scheduling and approval if the employee is unable to reach the office due to severe weather conditions. Employees may also request to work from home at the discretion of the director. Additionally, employees who do not have access to power, WiFi, or are unable to work from home can request to take the day as a "severe weather day."

XVII. **PAY DAY AND PAYROLL DEDUCTIONS**

A. Pay Day

Pay days shall be bi-weekly, except when the pay day is a holiday in which case pay day will be the work day prior to the holiday.

B. Payroll Deductions

MANY provides as a matter of policy the following deductions and insurance for the staff:

- mandatory deductions for withholding taxes;
- mandatory deductions for Social Security, and;
- employee contributions towards fringe benefits.

C. Pay Advances

Pay advances may be granted at the discretion of the President of the Board of Directors and then only in cases of extreme emergency or personal hardship.

A pay advance shall be considered early payment of wages for future work to be performed and not as a loan to the employee by MANY. The amount of wages advance will be deducted in full from the employee's next paycheck.

XVIII. **BENEFITS**

A. Health Insurance

The organization provides the total cost of an individual insurance plan (selected by MANY) to full-time exempt employees. If a full-time exempt employee desires a family plan, the difference must be paid by the employee. The employee is eligible for coverage on the first day of the month following his or her date of employment.

B. Retirement Plan

The MANY 403(b) Plan has been adopted to provide all full-time staff with the opportunity to save for retirement on a tax-advantaged basis and to provide additional income for retirement. Eligible employees may begin making elective deferrals commencing on your date of hire. When employees have completed one year (12 months from date of hire) of service, they are eligible for MANY to contribute to the retirement plan. MANY's non-elective contribution will be reviewed annually by the Board of Trustees. In 2021, that contribution was 3% of an eligible employee's salary.

C. Other Benefits

All employees are also covered by Worker's Compensation, New York State Disability Benefits and Unemployment Insurance, as defined herein:

1. Workers Compensation

MANY provides workers' compensation benefits in accordance with the New York State Workers Compensation Law. Any employee that believes that they have sustained a workplace injury or an occupational illness causing them to be absent from work for at least one (1) full day must:

- provide verbal and written notice to their immediate supervisor and/or the Executive Director; and,
- complete any, and all, required forms and submit them to their supervisor and/or the Executive Director.

The Executive Director shall be responsible for completing the employer portion of any applicable forms and for filing forms with appropriate workers' compensation carriers.

2. Disability Insurance

MANY provides disability insurance in accordance with New York State Disability Law. Employees may be eligible for disability insurance coverage when non-job related illnesses or injuries require them to be absent from work for at least seven (7) calendar days.

Employees must use accrued sick leave and vacation balances to cover this waiting period of seven (7) calendar days, during which time they will likely need to complete appropriate claim forms in conjunction with their treating medical provider.

Once eligibility is approved, employees may be eligible to receive a weekly payment, which is currently \$170.00, or one-half of your weekly gross salary, whichever is lower (as may be adjusted from time-to-time), beginning on the eighth (8) calendar day of disability.

Employees may not use any accrued vacation, personal or sick leave for the same time period in which they receive disability insurance payments .

3. Unemployment Insurance

MANY provides unemployment insurance in accordance with New York State Unemployment Insurance Law. Former employees may be eligible for unemployment insurance compensation if your employment was terminated under circumstances which meet the eligibility criteria established by the law and the applicable regulations of the New York State Department of Labor, which determines if a claimant qualifies for unemployment insurance benefits.

MANY may contest a determination that a claimant is eligible for unemployment benefits if the circumstances of the termination are, in MANY's opinion, disqualifying. Generally, voluntary terminations, refusal to accept a reasonable offer of employment or re-employment, unavailability for work, and misconduct may be disqualifying conditions under New York State Unemployment Insurance Law.

XIX. AUTOMOBILE INSURANCE AND TRAVEL EXPENSES

MANY will carry suitable coverage on agency-owned automobiles, if any. Staff members using their own cars for agency business must provide liability insurance equal or greater than the State required minimum. Employees using

their own vehicles will be reimbursed at the mileage rate paid federal employees. Cost of other modes of transportation will be reimbursed based on proper documentation and the approval of the Executive Director.

Expenses incidental to the job shall be provided by MANY in addition to salary. Payment to employees of such expenses shall be established within budget constraints to cover actual costs incurred, and with appropriate documentation, in connection with attendance at luncheons, conferences, and the like, when they attend at the request of the Director.

XX. GRIEVANCE, WORKPLACE DISCRIMINATION and WHISTLEBLOWER PROTECTION POLICY

A. General Provisions

1. *Informal Resolution.* To the greatest extent possible, employees concerned about the activities or operations of MANY, or the actions or omissions of their colleagues, are expected to resolve such concerns amongst themselves. After endeavoring to informally resolve any such concerns, if an employee feels that an issue has not been resolved to their satisfaction, or in instances where an employee reasonably believes that it would be unduly burdensome, awkward, inappropriate or dangerous; if the underlying act(s) of concern are reasonably considered to be illegal or unethical; or, if they fear retaliation as consequence of attempting to personally resolve the matter, an employee should proceed by following the policies set forth herein.

2. *Retaliation Prohibited.* Regardless of the underlying circumstances of the grievance or concern, MANY will not retaliate against any employee who in good faith, raises a reasonable concern about, or makes a protest against, an act, omission or practice of MANY, the officers, directors or staff of MANY or of another individual or entity with which MANY has a business relationship, provided that the employee's grievance or concern is not submitted in bad faith, deliberately dishonest, or intended to garner financial profit, or some other advantage, to which they are not legally entitled, or if the employee is himself complicit in the act, omission or practice that is the subject of, or incidental to, his/her grievance or concern.

3. *Limitations.* The policies and procedures herein are limited to grievances and concerns that MANY is required to address by statute or regulation or is, otherwise, willing to consider as a courtesy to our employees and their dedication to our

organization and its charitable mission. Nothing herein should be interpreted so as to invalidate the employment-at-will doctrine by which all employment with MANY is governed; restrict our ability to independently evaluate, discipline, promote pay or terminate staff; or, require us to assess matters unrelated to the underlying purposes of this policy. As such, in the absence of specific allegations of workplace discrimination or other forms of illegal, unethical, dangerous or fraudulent conduct (“whistleblower” disclosure), this policy shall not be applied with respect to the consideration any area of disagreement or concern related to the evaluation of performance; disciplinary action; promotion/demotion; salary increase/reduction; termination; or any other action, omission or practice reasonably considered to be immaterial or beyond the scope of these grievance policies and procedures. In this regard, unless expressly permitted by this policy, employees are prohibited from submitting, filing, or disclosing any grievance, claim or concern directly to the Executive Committee or any other committee of the Board.

4. *Procedures & Timeframes for Resolution.* MANY shall endeavor to address any formally submitted concern or grievance by following stipulated procedures in accordance with any suggested time frames for resolution, if any. However, all employees should understand that given MANY’s dedication to our charitable mission, and limited resources and capacity, we may not always be able to fully adhere to the suggested procedures or timeframes set forth herein. As such, no employee should rely upon rigid adherence to stipulated procedures or timeframes for resolution, only that all submitted grievances and concerns will be fairly and equitably considered by MANY in the most expeditious manner possible.

B. General Grievances & Concerns

Unless a grievance or concern relates to allegations of workplace discrimination (independently addressed below) or other forms of illegal, unethical or fraudulent conduct (independently addressed below), an employee may, verbally or via written summary, present a grievance or concern related to their employment to their immediate supervisor. The immediate supervisor shall then promptly notify the Executive Director that a grievance has been raised. As soon as the grievance is considered, the supervisor shall respond to the employee. If the employee is not satisfied with the response of the immediate supervisor; if there is no such immediate supervisor; or, if the immediate supervisor is the source of, or complicit in, the grievance or concern, they may present the grievance in writing to the Executive Director. The Executive Director shall then promptly respond to the employee regarding next steps or resolution. The decision of the Executive Director shall ordinarily be final.

In the event that the Executive Director is the subject of, or directly complicit in, the grievance or concern, or the grievance or concern is submitted by the Executive Director himself, the employee may bypass the aforementioned protocol and present the grievance, in writing, to the President of the Board of Directors. The Board President shall then promptly assess the grievance or concern; determine whether it should be considered by the Executive Committee; and take whatever steps may be necessary to resolve the matter. In all instances, the decision of the President concerning the grievance or concern, shall be final.

C. Workplace Discrimination

1. *Purpose.* MANY is committed to maintaining a workplace free from bullying and/or intimidation, as well as discrimination, in any form, on the basis of race, ethnicity, national origin, religion, age, disability, gender identity, sexual orientation, military status, veteran status, political/union affiliation, record of convictions (unless otherwise precluded by statute) or any other consideration protected by law. MANY will not tolerate any kind of workplace discrimination to be visited upon our employees by other employees, or by consumers, members, clients, vendors, or other individuals providing contractual services. Appropriate disciplinary actions will be taken against offending employees.

2. *Definition.* “Workplace discrimination” is defined as the treatment taken toward or against a person of a certain group that is taken in consideration based on class or category that is protected by law.

3. *Reporting.* Employees are required to report any workplace discrimination or bullying, as soon as possible after the alleged misconduct has occurred, to their immediate supervisor or the Executive Director. If, and only if, the Executive Director is alleged to have personally committed the alleged act of misconduct, or is otherwise considered complicit in the underlying circumstances, the employee should inform any member of the Executive Committee. Any employee who is aware of such workplace discrimination or other verbally or physically abusive conditions must report such activity immediately, regardless of whether they are involved in the alleged incident or transaction, or not.

4. *Investigation & Resolution.* Allegations of workplace discrimination and bullying are serious matters and will be investigated fully. Any frivolous or false accusations

made willfully will not be tolerated and appropriate disciplinary action will be taken immediately, up to and including termination.

Should a claim of workplace discrimination or bullying be reported, the Executive Director and/or members of the Executive Committee, as appropriate shall exercise their best efforts to, independently, interview each the complainant and the alleged perpetrator. Said interview will be summarized in writing with the party interviewed directed to sign the summary, attesting to its accuracy. Any real, or potential, conflict of interest between the complainant or the alleged perpetrator and, either the Executive Director and/or members of the Executive Committee shall ordinarily be remedied by the exclusion of the conflicted individual.

After interviews are held, an investigation will customarily take place. As part of the investigatory process, the two written summaries will ordinarily be compared and any supporting documentation collected by the Executive Director and/or members of the Executive Committee, as appropriate, shall be assessed. Witnesses will only be called if there are substantial differences between the two written summaries and the available supporting documentation, if any.

In all instances, each the interview and the investigation will take place in the strictest confidence and of MANY's employees only the complainant and the alleged perpetrator will be informed of the existence, and resolution, of the investigation. The investigation will generally conclude with the drafting of a written recommendation as to the appropriate disciplinary action, if any, to be taken. This written recommendation, and the underlying investigation, will customarily be assessed by the Executive Committee at the conclusion of the investigation.

The Executive Director or members of the Executive Committee, or both as appropriate, will then, as soon as practicable, communicate the disciplinary action to be taken, if any, up to and including immediate termination, to the perpetrator in accordance with the disciplinary policies contained within these personnel policies. Copies of the written recommendation and a brief written summary of the investigation and actions for resolution, or the lack thereof, will generally be maintained in the personnel file of the complainant and the alleged perpetrator.

5. *Limitations.* Allegations of workplace bullying or discrimination are considered serious matters to be fully investigated by MANY. Any frivolous, or intentionally fabricated or embellished accusations will not be tolerated, and appropriate disciplinary action will be taken, up to, and including, immediate termination.

D. Employee Whistleblower Policy

1. *Purpose.* It is the intent of MANY to adhere to all statutes and regulations that apply to our organizational finances and operations and the underlying purpose of this policy is to support our goal of legal compliance. The support of all employees is necessary to achieving compliance with various laws and regulations.

2. *Reporting.* If any employee reasonably believes that some policy, practice, or activity of **MANY** is in violation of an applicable statute, regulation, or ethical obligation, or creates a substantial danger to public health or safety, they must file a written complaint with their immediate supervisor or the Executive Director. If, and only if, the Executive Director is alleged to be personally responsible for, or complicit in, the activity that is the subject of the complaint, the Employee should inform a member of the Executive Committee.

3. *Investigation & Resolution.* After receipt of the complaint, initial inquiries will be made to determine whether an investigation is appropriate and the form that it should take. Some concerns may be resolved through the initial inquiry by agreed actions for resolution, without the need for further investigation. Other concerns may require substantive investigation, the interview of witnesses, review of underlying evidence and/or independent auditing. The time required to investigate and resolve the complaint will depend upon the complexity of the underlying circumstances and the capacity of MANY to address the matter in conjunction with all other financial and programmatic operations necessary for MANY to advance its charitable mission. In all instances, the Executive Committee will receive, or generate, as appropriate, a report on each complaint; assure that the matter is properly investigated and resolved; and, see to it that a final follow-up report is produced, and saved as part of MANY's records, which summarizes the complaint, the investigative process and resolution of the matter.

4. *Retaliation.* Except as limited herein, as indicated above, MANY will not retaliate against an employee who in good faith, files a complaint alleging, or who discloses, or threaten to disclose, to a supervisor, or a regulatory body or official, that a practice, policy or activity of MANY, or an action of its employees, contractors and/or agents, is in violation of an applicable statute, regulation, or ethical obligation or when the employee has a reasonable belief that MANY's actions creates a substantial danger to public health or safety. Notwithstanding the foregoing, it is the clear preference of MANY that an employee who believes that some policy, practice, or activity of MANY is in violation of an applicable statute, regulation or ethical obligation attempt to resolve the concern internally within MANY prior to disclosing

their allegations to, or raising or filing any complaints with, any external public body or official. However, employees are not required to give MANY advance notice when whistleblowing to a supervisor or public body if:

- a. there is imminent and serious danger to public health;
- b. by giving notice the employee thinks related evidence will be destroyed;
- c. minors are at risk;
- d. the employee or someone else would be physically harmed; or
- e. the Supervisor already knows about the issue and will not correct it.

5. *Retaliation.* Except as limited herein, as indicated above, MANY will not retaliate against an employee who in good faith, files a complaint alleging, or who discloses, or threatens to disclose, to a supervisor, or a regulatory body or official, that a practice, policy or activity of MANY, or an action of its employees, contractors and/or agents, is in violation of an applicable statute, regulation or ethical obligation. Notwithstanding the foregoing, it is the clear preference of MANY that an employee who believes that some policy, practice or activity of MANY is in violation of an applicable statute, regulation or ethical obligation attempt to resolve the concern internally within MANY prior to disclosing his/her allegations to, or raising or filing any complaints with, any external public body or official.

6. *Limitations.* As indicated above, no concerned employee, or whistleblower, should expect protection under this policy if they _____, is acting in bad-faith, or knowingly, initiates, facilitates, supports, conceals, fails to report or is otherwise complicit in, the alleged illegal, or impermissible, policy, practice or activity that is the subject of their _____ disclosure, protest or complaint, unless their complicity is, itself, prompted by duress or is motivated by reasonable fear of some form of retaliation.

7. *Posting.* In addition, and in compliance with legal requirements, MANY will post this policy notifying employees about their protections, rights, and obligations in a conspicuous, easily accessible, well-lit area that is frequented by employees and applicants.

XXI. SEXUAL HARASSMENT PREVENTION

All concerns related to Sexual Harassment are specifically addressed in a separately attached Sexual Harassment Prevention Policy (Appendix B).

XXII. AGENCY-STAFF RELATIONS

The name, premises, and office facilities of MANY shall not be used by any employee for personal purposes. The freedom with which an employee may express themselves on matters of general concern shall be subject only to such limitations as apply to any citizen. Nevertheless, when an employee wishes to speak on an issue in which MANY has not taken a position, they shall make every reasonable effort to clarify and emphasize the fact that they are not speaking or acting as a representative of MANY. Unless directed by the Executive Director, staff shall have only cordial personal contact with members of the Board of Directors.

XXIII. PERSONAL VISITORS

The conduct of social or personal business during office hours is discouraged. If any employee finds it necessary to conduct such activities during office hours, it should be conducted as briefly and privately as possible.

XXIV. TECHNOLOGY USE POLICY

MANY respects the right to privacy of its staff members. However, privacy does not extend to staff members' use of company-provided technology, including but not limited to, computers, voice mail, e-mail, and the Internet. The following rules will govern technology use at MANY:

- Computer, voice mail, e-mail, the Internet, and other technology are MANY-owned and for business purposes only.
- Technology provided by MANY is to be used only for legitimate business purposes.
- All electronic communication on technology owned by MANY is subject to monitoring, and no employee should expect privacy regarding use.
- Unacceptable, non-work-related use of MANY's technology, including downloading, viewing or sending insulting, disruptive, offensive, derogatory, profane or discriminatory messages or materials, is strictly prohibited. Examples of prohibited communication include sexually explicit messages, cartoons or jokes; unwelcome propositions or "love letters;" ethnic, racial, religious, gender, gender identity-based, or other, slurs; or, any other communication that could be construed as being harmful to morale or an act of harassment or unwarranted disparagement of others.

- Only system passwords and encryption keys assigned by MANY may be used on technology provided by MANY. Passwords and encryption keys are proprietary and, as such, may not be disclosed or assigned to anyone without express prior authorization. Employees are prohibited from using passwords or encryption keys to gain access to any documents or materials that they are not expressly authorized to view.
- E-mail messages, faxes and other similar electronic communication sent from technology provided by MANY generally contain a header, or other related information, identifying MANY. As such electronic communications are not secure, prior to transmitting any information that is of a confidential, privileged, or proprietary nature, authorization must be obtained from an appropriate authorized supervisor and the information must be properly encrypted to the extent possible.
- Employees are prohibited from using technology provided by MANY to forward inappropriate or unprofessional communication discussing MANY; our staff, Board of Directors or volunteers; our donors or funders; elected officials or governmental regulatory authorities or their agents; the population we serve; or, our affiliates, partners or competitors.
- MANY licenses the use of computer software from a variety of outside sources. We do not own this software, or its related documentation, and do not possess the right to share, reproduce or otherwise copy that software without the permission of the software provider. Unauthorized copying, or other authorized use, of software on any medium, in any format, is strictly prohibited.
- Employees must respect copyright, trademark, trade secret, patent, license, policy and other proprietary rights and restrictions relating to the use, access or download of software or other such information.

Employees are reminded that rapidly-evolving social networking technology, and related enterprises, such as *Facebook, Twitter, Instagram, TikTok, Snapchat, LinkedIn, etc.*, easily facilitate, and encourage, individuals to co-mingle their personal and professional relationships in a manner where exchanges with professional contacts and colleagues can be viewed by personal acquaintances and interactions with personal friends can be seen by professional contacts and colleagues, including, but not limited to, those affiliated with MANY.

Although MANY does not prohibit employees from engaging in social networking, staff should always be aware of the potential for trouble when they unnecessarily, and more particularly, inappropriately permit professional contacts and colleagues to avail themselves of the details of personal relationships and interactions, and vice-versa.

Employees are required to maintain appropriate boundaries between professional and personal lives.

Be advised, to the extent that an employee's social networking activities violate the terms of this policy, other applicable personnel policies or, otherwise, reflect poorly upon MANY, another employee or an employee's judgment, such employee will be found to be in violation of this policy and will be held accountable for his/her actions and/or omissions, possibly resulting in disciplinary action by MANY, up to, and including, termination.

*NB: At the time this policy was written and adopted by the MANY Board of Directors, MANY staff use their personal technology, particularly personal iPhones, for MANY business. This is especially the case for phone calls, texts, social media management, and remote work. MANY has made the financial investment to issue staff individual laptops and iPads for business use, but cannot afford at this point in time to issue dedicated iPhones and separate phone numbers to staff. By signing the **Receipt & Acknowledgement of Personnel Manual** MANY staff will agree to all stated in the above policies and the Social Media.*

XXV. CHANGE OF ADDRESS

All changes in an employee's address and/or telephone number should be reported immediately to the Supervisor and Business Manager. The final paycheck for a terminated employee will be mailed to the address on record at the end of the normal pay period.

XXVI. CONFIDENTIALITY

MANY is committed to providing the strongest possible protection for the confidentiality of our clients, members, volunteers, interns and employees. As a consequence, MANY prohibits the disclosure of any information about clients, volunteers, members, interns or employees that is of a personal and confidential nature, including, but not limited to the identities or number of individuals relying upon MANY's services, or serving MANY as an employee, intern or volunteer, to any person who is not affiliated with MANY and/or authorized by MANY to have such information without specific written consent of that individual and/or a parent/guardian, as applicable. All volunteers, independent contractors, consultants, and interns shall uphold the preceding policy on confidentiality. If there is uncertainty about whether or how to disclose confidential information, the individual should not do so until clarification and supervisory approval is received. Any

violation of this pledge of confidentiality shall be considered grounds for disciplinary action, up to and including termination of employment.

XXVII. **DOCUMENT RETENTION POLICY**

A. General Guidelines. Records will not be kept if they are no longer needed for the operation of the business or required by law. Unnecessary records will be eliminated from the files. Several categories of documents that warrant special consideration are identified below. While minimum retention periods are established, the retention of the documents identified below and of documents not included in the identified categories will be determined primarily by the application of the general guidelines affecting document retention, as well as the exception for litigation relevant documents and any other pertinent factors.

B. Exception for Litigation Relevant Documents. The Organization expects all officers, directors, and employees to comply fully with any published records retention or destruction policies and schedules, provided that all officers, directors, and employees will note the following general exception to any stated destruction schedule: If you believe, or the Organization informs you, that Organization records are relevant to litigation, or potential litigation then you must preserve those records until it is determined that the records are no longer needed. In the event the Organization is served with any subpoena or request for documents or any employee becomes aware of a governmental investigation or audit concerning the Organization, such employee shall inform their Direct Supervisor or the Executive Director and any further disposal of documents relating to the subject of the litigation shall be immediately suspended until such time as the Executive Director, with the advice of counsel, determines otherwise.

C. Administration. Attached as Appendix C is a Record Retention Schedule that is approved as the initial maintenance, retention and disposal schedule for physical records of MANY and the retention and disposal of electronic documents. The MANY board Treasurer or Secretary, and/or staff Business Manager are in charge of the administration of this Policy and the implementation of processes and procedures to ensure that the Record Retention Schedule is followed. They are also authorized to make modifications to the Record Retention Schedule from time to time to ensure that it is in compliance with local, state and federal laws and includes the appropriate document and record categories for Organization; monitor local, state and federal laws affecting record retention; annually review the record retention and disposal program; and monitor compliance with this Policy

D. Zipper Clause. This policy, to the extent that it is inconsistent with previously promulgated policies of this organization relevant to document retention/destruction supersedes said previously promulgated policies. All previously policies relevant to the subject matter here, to the extent that they are inconsistent are hereby declared null and void.

XXVIII. REMOTE WORK POLICY

MANY's Policy concerning Remote Work is annexed to this Personnel Policies Manual as Appendix D.

XXIX. CONFLICTS OF INTEREST

It is important that employees avoid conflicts of interest and maintain high standards of conduct. A conflict of interest is a situation in which an employee's private or economic interest interferes with or in any way influences the employee's duties and responsibilities at MANY or with MANY's general activities, even if this conflict has no adverse impact on job performance.

Employees must advise the Executive Director of any outside employment (on either a salary or a fee basis). Any employee needing advice about a potential conflict of interest should consult with the Executive Director. If an employee's outside activity is determined to constitute a conflict of interest and the activity continues beyond a reasonable amount of time, disciplinary action will result, up to and including termination of employment.

All employees must sign a Code of Conduct and Conflict of Interest statement attached as Appendix E. It is the employee's responsibility to inform the Executive Director of any current or future conflicts of interest.

Each employee is required annually to complete a conflict of interest form specifying outside consulting work. Employees may accept outside consulting work but are expected to use good judgment and clear all outside work with the Executive Director and to decline a project that potentially provides a conflict of interest with MANY work. Please refer to the MANY Code of Ethics Policy for more information, a copy of which is annexed as Appendix E to this Agreement.

XXX. NEPOTISM

Board members and their immediate family members (as defined below) will be excluded from consideration for employment by MANY. Similarly, employees shall not hold a position with the organization while they or members of their immediate family serve on the Board of Directors or any committee of the Board.

Employees may not hold a job over which a member of their immediate family exercises supervisory authority. In this section and sections above, immediate family includes the following: spouse; domestic partner; child (in all instances, biological or adopted); child of spouse or domestic partner; spouse or domestic partner of child; parent; spouse or domestic partner of parent; parent of spouse; spouse or domestic partner of spouse or domestic partner; sibling; child of parent or of parent's spouse or domestic partner; grandparent; spouse or domestic partner of grandparent; children or grandchildren of grandparent; children or grandchildren of spouse or domestic partner of grandparent, grandchildren; spouse or domestic partner of grandchildren; and; any other current or recent members of, or residents in, the household of the employee.

If two employees marry or become related, and in the sole judgment of MANY any potential problems exist, only one of the employees will be allowed to continue his or her employment with MANY. In such event, the decision as to which employee will be permitted to continue his or her employment will be within the sole discretion of MANY.

XXXI. SAFETY

Every employee is responsible for safety. To achieve MANY's goal of providing a safe workplace, employees have to be safety conscious. You are asked to report any unsafe or hazardous condition directly to your supervisor immediately. MANY will make every effort to fix safety problems as soon as possible.

In case of an accident involving personal injury, regardless of how serious, you are to notify the Director or President immediately. Failure to report accidents can result in a violation of legal requirements, and can lead to difficulties in processing insurance and benefit claims.

If you are injured on the job, you may be entitled to benefits under the New York Workers' Compensation law. Please refer to the section in this manual covering Worker's Compensation.

XXXII. POLITICAL SPEECH PROHIBITION

An employee of MANY, while engaged in work for the Corporation during their designated working hours, while acting as an agent of the Corporation, or when identifying themselves as a representative of the Corporation shall not engage in speech which accomplishes the following:

1. Endorses a specific candidate for political office;
2. Endorses a specific political ideology, party, or platform; or
3. Importunes others to cast votes for or against a particular candidate for public office, party, platform, or political ideology.

Failure to adhere to the above mandates may result in discipline under MANY's Progressive Discipline policy or termination if in the sole determination of the Executive Director, an employee's conduct warrants same.

An employee is not prohibited from engaging in speech, as set forth above, if said employee does not engage in same during working hours and does not identify themselves as an employee, agent or representative of the agency and does not in any represent that the employee's personal views are that of MANY.

XXXIII. NEW YORK HERO ACT

MANY's obligations pursuant to the New York HERO Act are stipulated in a separately attached Airborne Infectious Disease Exposure Prevention Plan (Appendix F).

XXXIV. MODIFICATION OF POLICY

This Employee Manual may be amended, modified or terminated at any time by MANY, without the consent or prior knowledge of the employees. Any such modification will be communicated in writing, promptly, to all employees.

XXXV. ZIPPER CLAUSE

All other Personnel Manuals, or other personnel policies, whether written or verbal, are declared null and void, ceasing to have any effect whatsoever by the publication and dissemination of this Personnel Manual. This current set of personnel policies supersedes all prior personnel policies.

THE MUSEUM ASSOCIATION OF NEW YORK

Receipt & Acknowledgement of Personnel Manual

Please read the following statements and sign below to indicate your receipt and acknowledgement of MANY's Personnel Manual.

I have received and read a copy of MANY's Personnel Manual. I understand that the policies, rules and benefits described in it are subject to change at the sole discretion of MANY at any time. I understand that this Manual replaces all other previous materials related to personnel policies for MANY.

I further understand that my employment is terminable at will, either by myself or MANY, regardless of the length of my employment or the granting of benefits of any kind, including but not limited to profit sharing benefits which provide for vesting based upon length of employment. I understand that no contract of employment other than "at will" has been expressed or implied, and that no circumstances arising out of my employment will alter my "at will" employment relationship unless expressed in writing, with the understanding specifically set forth and signed by me and the Executive Director.

I am aware that during the course of my employment confidential information will be made available to me, such as client files, job development strategies, client/employer lists, forms and other related information. I understand that this information is critical to the success of MANY and must not be given out or used outside of MANY premises or with non-agency employees. In the event of termination of employment, whether voluntary or involuntary, I hereby agree not to utilize or exploit this information with any other individual or company.

I understand that, should the content of the Personnel Manual be changed in any way, MANY may require an additional signature from me to indicate that I am aware of and understand any new policies.

I understand that my signature indicates that I have read and understand the above statements and have received a copy of MANY's Personnel Manual.

Employee's Printed Name

Position

Employee's Signature

Date

Executive Director's Signature

Date

APPENDIX A

New York Paid Family Leave Policy

- 1. Overview:** In accordance with the New York Paid Family Leave Benefits Law, the Museum Association of New York (“the Corporation”) offers all eligible employees paid, job-protected leaves of absence—or, Paid Family Leave (“PFL”)—for certain qualifying events, as stipulated herein. All PFL is funded through ongoing payroll deductions (unless otherwise provided) and provides employees with *partial* income replacement, covering 67% of an employee’s *average weekly wage* (“AWW”), subject to applicable pre-established statutory caps. Utilization of PFL comes with several statutory protections, including prohibitions on retaliation and discrimination based on claims and continuation of health insurance coverage while on leave. Upon conclusion of PFL, employees shall be reinstated to the same (or comparable) position and salary.
- 2. Coverage:** All eligible employees are offered PFL for certain *qualifying events*, as stipulated herein. PFL affords employees partial income replacement, covering 67% of their AWW for up to 12 weeks. All available PFL is capped at a percentage of weekly wages, which cannot exceed an annually adjusted percentage of the NYS AWW, meaning many employees will not be entitled to the full percentage of their actual AWW.
- 3. Calculation:** Employees may take PFL on a continuous or intermittent basis in weekly or daily increments. Weekly benefits are calculated using an employee’s individual AWW for the maximum available number of weeks of PFL, commencing on the first day. For daily increments, the maximum period of PFL shall be determined by dividing the employee’s individual AWW by the average number of days worked per week. With intermittent PFL, the Corporation may exclude a final partial week (if applicable) when calculating AWW.
- 4. Protections:** Job protection for the same (or comparable) position and salary is guaranteed while utilizing PFL. Under no circumstances shall a claim for PFL benefits serve as reason to justify any adverse action initiated by the Corporation against employees for any requests for, or awards of, PFL. While utilizing PFL the Corporation shall ensure that employees continue to be covered under our subsidized group health insurance coverage, if enrolled, provided they continue to pay the applicable employee share of the cost of such coverage.
- 5. Limitations:** PFL does not cover an employee’s own serious illness or disability, only time-off related to the care of a family member. Employees who are personally, seriously ill or disabled should rely on any combination of the Corporation’s other paid leave policies and/or statutory benefits.
- 6. Qualifying Events:** Several statutorily established life events are covered by PFL, including:

 - i. caring for a new child during the first 12 months from birth, adoption or foster care placement, although only one employee at a time shall be permitted to receive PFL to bond with the *same* child or care for the same family member;

ii. caring for a *family member* (an employee's child, parent, parent-in-law, grandchild, grandparent, spouse or domestic partner) with a *serious health condition* (an illness, injury, impairment, or physical or mental condition that involves inpatient care or continuing treatment or supervision by a health care provider); or,

iii. taking care of a *qualifying exigency* (as defined by statute) when a spouse, domestic partner, child or parent, is called to active military service.

7. Eligibility: Unless otherwise exempt, as stipulated herein, Full-Time employees who work 20, or more, hours per week shall be eligible for benefits after 26 consecutive weeks of employment. Part-Time employees who work less than 20 hours per week are eligible for prorated benefits after working for 175, or more, days. In all instances, time spent utilizing any accrued Paid Sick, Personal and/or Vacation Leave benefits shall be counted toward an employee's eligibility determination. All eligible employees shall qualify for PFL immediately upon achieving all criteria necessary for enrollment. Employees deemed unlikely to satisfy eligibility criteria necessary for enrollment shall be advised of the opportunity to waive coverage. In all instances, employees shall be required to review, complete and execute any required enrollment/waiver forms and provide any necessary supporting documentation as a condition of receipt of PFL and continued employment.

8. Excluded Employees: Pursuant to statute, certain employees are excluded from PFL coverage. Those staff common in the nonprofit sector presently considered to be excluded include: Minor Children (those under 18 years of age); Executive Officers (including paid Officers and Directors, but possibly other individuals employed by the Corporation, such as CEOs, CFOs, etc., as determined by the State of New York); Teachers (or those, otherwise, primarily engaged in instruction); and Professionals (including attorneys, doctors, social workers, etc.). As stipulated by statute, any such employees shall only be extended PFL coverage upon approval by the Chair of the Workers' Compensation Board of an *Employer's Application for Voluntary Coverage* submitted by the Corporation.

9. Cost:

1. **Eligible Staff:** Pursuant to statute, unless the Corporation elects to voluntarily subsidize the associated cost, all PFL shall be funded by a mandatory, annually-adjusted, payroll deduction at a rate established by the NYS AWW. The maximum contribution is generally a nominal percentage of an employee's AWW, which can be estimated by use of an online calculator found at: ny.gov/paid-family-leave-calculator.

2. **Ineligible Staff:** Staff considered ineligible for PFL benefits may, on request, complete, sign and submit a waiver supplied by the Corporation, relieving them from making PFL contributions, provided they are:

i. not scheduled to be employed for, at least, 26 consecutive weeks, if Full-Time; or,

ii. not anticipated to work 175 days in a 52-week period, if Part-Time.

Any waiver shall be deemed revoked within 8 weeks of any change in work schedule requiring the employee to work in a non-excluded position, or continue working for 26 consecutive weeks or 175 days in a 52-week period, as appropriate. Should such circumstances arise, the applicable employee shall be required to contribute, including any retroactive amount due from the date of hire, as soon as the employee is notified by the Corporation of the obligation.

10. PFL & Employer-Subsidized Paid Leave: At their discretion, employees may supplement and/or fully apply any accrued Paid Sick, Personal and/or Vacation Leave benefits offered by the Corporation to receive full pay while out of work during a *qualifying event*. In any instance where an employee requests Paid Sick, Personal and/or Vacation Leave of a *qualifying event* under PFL, the Corporation reserves the right to request available reimbursement from our Insurance Carrier. The assistance of staff in processing any such claims is required as a condition of receipt of benefits. Prior to utilizing PFL, employees may also first exhaust all available accrued Paid Sick, Personal and/or Vacation Leave benefits, as well as NYS Disability Benefits Law (“DBL”) coverage (if available), provided they comply with all applicable notification requirements. In all instances, while on PFL, employees shall not continue to accrue additional Paid Sick, Personal and/or Vacation Leave and, when permissible, PFL shall run concurrently with receipt of any such employer-subsidized paid leave.

11. PFL & Statutory Benefits:

1. ***NYS Disability Benefits Law (“DBL”)***: Pursuant to statute, all employees are entitled to DBL coverage when disabled by an off-the-job injury or illness. In limited instances, employees may qualify for each DBL and PFL. However, DBL and PFL cannot be taken concurrently, only in sequence, and if both are utilized, the combined duration may not exceed 26 weeks in a consecutive 52-week period.
2. ***Workers’ Compensation Law (“WCL”)***: Employees are entitled to insurance under the WCL, which provides cash benefits and/or medical care should they be injured or become ill as a direct result of their jobs. WCL cash benefits cannot be collected while receiving PFL, but if a work-related illness or injury results in reduced earnings, PFL may be available under certain circumstances.
3. ***Family Medical Leave Act (“FMLA”)***: Should the Corporation extend FMLA coverage, which offers *unpaid*, job-protected leave for certain qualifying events, PFL may be utilized *in lieu* of, or in conjunction with, FMLA leave by employees covered under each statute. In such instances, PFL would run concurrently with designated FMLA leave when the reason for leave qualifies under both PFL and FMLA. Eligible employees would then be required to apply for both PFL and FMLA benefits.

12. Requesting PFL: Employees must provide, at least, 30-days’ notice of foreseeable absences to qualify for PFL or as much notice as practicable for unforeseen events. Notice, and any internal PFL-related inquiries, should be submitted in writing to the Corporation’s designated Claims Representative, as set forth herein. Once requested, the Corporation shall either provide to staff or,

otherwise, direct them toward all forms that must be completed and submitted for PFL to be awarded, as well as any instructions concerning employee responsibility for covering health insurance premiums while out on leave (if applicable). The Corporation and staff shall then complete their respective portions of all such forms within stipulated timeframes and obtain and supply any necessary supporting documentation. Once all required materials are complete, they shall be submitted by the Corporation to its PFL insurance carrier. The carrier may impose additional obligations and procedures, but pursuant to statute should pay or deny the request within 18 days of receipt. Additional information can be accessed at: ny.gov/paidfamilyleaveapply.

13. Dispute Resolution: Should any internal disputes arise as to any PFL claims, employees are first encouraged to endeavor to amicably resolve concerns via utilization of the Corporation's grievance policies and procedures. Should reliance on the Corporation's grievance policies and procedures fail to result in an outcome acceptable to staff for an internal dispute, the Corporation and/or its insurance carrier, as identified herein, shall resolve the matter pursuant to arbitration procedures established by the WCL, with any disputes related to retaliation heard by the Workers' Compensation Board.

14. Documentation: The Corporation shall properly record, maintain and safeguard any, and all, documentation necessary to properly adhere to the directives of this policy, as well as those that might, otherwise, be required by statute, regulation and/or local ordinance.

15. Identification of Parties:

Claims Representative: Claims Department Contacts

Claims@sslicny.com

800-477-0087 / 585-398-2340

585-398-2854

P.O. Box 25339

Farmington, New York 14425

Policyholder Services Contacts

PolicyServices@sslicny.com

646-509-2100

212-644-5786

485 Madison Avenue, 14th Floor

New York, NY 10022

1.

APPENDIX B

New York Sexual Harassment Prevention Policy

1. Introduction.

MANY is committed to maintaining a workplace free from sexual harassment. Sexual harassment is an illegal form of workplace discrimination. MANY has a zero-tolerance policy for any form of sexual harassment, and all employees are required to work in a manner that prevents sexual harassment in the workplace. This Sexual Harassment Prevention Policy (“this Policy”) is one component of MANY’s commitment to a discrimination-free work environment. All employees have a legal right to a workplace free from sexual harassment, and employees can enforce this right by filing a complaint internally with MANY pursuant to this Policy or with a government agency or in court under federal, state or local anti-discrimination laws.

2. Overview.

A. Application: This Policy applies to all employees, applicants for employment, interns, whether paid or unpaid, contractors and persons conducting business with MANY.

B. Prohibitions: Sexual harassment will not be tolerated by MANY. Any employee or individual covered by this policy who engages in sexual harassment or retaliation will be subject to corrective and/or disciplinary action, up to and including termination.

C. Retaliation: No person covered by this Policy shall be subject to adverse employment action including being discharged, disciplined, discriminated against, or otherwise subject to adverse employment action because the employee reports an incident of sexual harassment, provides information, or otherwise assists in any investigation of a sexual harassment complaint. MANY has a zero-tolerance policy for such retaliation against anyone who, in good faith complains or provides information about suspected sexual harassment. Any employee of MANY who retaliates against anyone involved in a sexual harassment investigation will be subjected to disciplinary action, up to and including

termination. Any employee paid or unpaid intern, or non-employee working at MANY’s facilities or at a program site who believes they have been subject to such retaliation should inform his/her immediate supervisor or, if the immediate supervisor is complicit in or conflicted by said retaliation, to another member of the s management team. In any instance, claims of retaliation may also be pursued with a governmental agency or in court under federal, state or local antidiscrimination laws as explained below in Section 8.

D. Liability & Discipline: Sexual harassment is offensive, is a violation of our policies, is unlawful, and subjects MANY to liability for harm to victims of sexual harassment.

Harassers may also be individually subject to liability. Employees of every level who engage in sexual harassment, including managers and supervisors who engage in sexual harassment or who knowingly allow such behavior to continue, are subject to disciplinary action, up to and including termination.

E. Reporting: All employees, including, but limited to, managers and supervisors, are required to report any harassment or behaviors that violate this policy even if they themselves are not victims of the misconduct being reported. MANY will provide all employees a complaint form for employees to report harassment and file complaints. A copy of MANY's Sexual Harassment Complaint Form is annexed to this Policy.

F. Investigation: MANY will conduct a prompt, thorough and confidential investigation that ensures due process for all parties, whenever management receives a complaint about sexual harassment, or otherwise knows of possible sexual harassment occurring. Effective corrective and/or disciplinary action will be taken whenever sexual harassment is found to have occurred. All employees are required to cooperate with any internal investigation of sexual harassment.

G. Notice: Notice of this Policy shall be made readily available to all those covered by its protections, with the Policy, itself, posted prominently in all work locations and be provided to all employees upon hiring.

3. Definition.

Sexual harassment is a form of sex discrimination and is unlawful under federal, state, and (where applicable) local law, including, but not limited to, the laws of the City of New York. Sexual harassment includes harassment based on sex, sexual orientation, gender identity and the status of being transgender. Sexual harassment includes unwelcome conduct which is either of a sexual nature, or which is directed at an individual because of that individual's sex when:

- i. such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment, even if the complaining individual is not the intended target of the sexual harassment;
- ii. such conduct is made either explicitly or implicitly a term or condition of employment; or
- iii. submission to or rejection of such conduct is used as the basis for employment decisions affecting an individual's employment.

In a hostile work environment, sexual harassment can consist of words, signs, jokes, pranks, intimidation or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex. It can also include any unwanted verbal or physical advances; sexually explicit derogatory statements or sexually discriminatory remarks made by

someone that are offensive or objectionable to the recipient; words causing the recipient discomfort or humiliation or interfering with their performance, and; so-called “quid pro quo” situations where a person in authority tries to trade job benefits (such as hiring, promotions or continued employment) for sexual favors.

Sexual harassment can occur between any individuals, regardless of their sex or gender. A perpetrator of sexual harassment can be a superior, a subordinate, a coworker or anyone in the workplace, including an independent contractor, contract worker, vendor, client, consumer or visitor.

Unlawful sexual harassment is not limited to the physical workplace itself. It can occur while employees are traveling for business or at the Corporation-sponsored events or parties. Calls, texts, emails, and social media usage by employees can constitute unlawful workplace harassment, even if they occur away from the workplace premises or not during work hours.

4. Examples.

Following are examples of acts that may constitute unlawful and prohibited sexual harassment:

- i. physical assaults of a sexual nature, such as:
 - touching, pinching, patting, brushing against or poking another employee’s body;
 - rape, sexual battery, molestation or attempts to commit such assaults.
- ii. unwanted sexual advances or propositions, including:
 - requests for sexual favors accompanied by implied or overt threats concerning the victim’s job performance evaluation, a promotion or other job benefits or detriments;
 - subtle or obvious pressure for unwelcome sexual activities.
- iii. sexually oriented gestures, noises, remarks, jokes or comments about a person’s sexuality or sexual experience, which create a hostile work environment.
- iv. sexual or discriminatory displays or publications anywhere in the workplace, such as:
 - displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials or other materials that are sexually demeaning or pornographic, which includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace.
- v. hostile actions taken against an individual because of that individual’s sex, sexual orientation, gender identity and the status of being transgender, such as:
 - interfering with, destroying or damaging a person’s workstation or equipment, or otherwise interfering with the individual’s ability to perform the job;
 - bullying, yelling or name-calling.

5. Retaliation Protections.

Any action that would keep an individual from coming forward to make or support a sexual harassment claim shall be considered prohibited and unlawful retaliation. Such adverse actions need not be job-related or occur in the workplace to constitute retaliation.

The New York Human Rights Law protects any individual who has engaged in a “protected activity.” An individual is engaged in a protected activity when they have :

- i. filed a complaint of sexual harassment, either internally or with any governmental agency;
- ii. testified or assisted in a proceeding involving sexual harassment under the Human Rights Law or other anti-discrimination law;
- iii. opposed sexual harassment by making a verbal or informal complaint to management, or by simply informing a supervisor or manager of harassment;
- iv. complained that another employee has been sexually harassed; or,
- v. encouraged a fellow employee to report harassment.

No person covered by this Policy shall be subject to adverse employment action including being discharged, disciplined, discriminated against, or otherwise subject to adverse employment action because the employee has engaged in a protected activity.

6. Reporting.

Preventing sexual harassment in the workplace is the responsibility of every employee. The Corporation cannot prevent or remedy sexual harassment unless we know about it. Any employee paid or unpaid intern, or non-employee working at the Corporation’s facilities who has been subjected to, or has even witnessed, behavior that may constitute sexual harassment is required to report such behavior to their immediate supervisor or, if the immediate supervisor is complicit in, or conflicted by, such harassment, the Executive Director. If, and only if, each the immediate supervisor and the Executive Director is complicit in, or conflicted by, said misconduct, the employee shall inform either another member of the management team or a member of the Executive Committee.

Reports of sexual harassment may be made verbally or in writing, but written complaints are preferred. A copy of the Corporation’s “Sexual Harassment Complaint Form” is annexed hereto, and made a part hereof, as Attachment “A.” All employees are encouraged to use this complaint form when reporting suspected sexual harassment. Employees who are reporting sexual harassment on behalf of other employees should be clear to note that it is submitted to protect colleagues.

All immediate supervisors, managers or directors who receive a complaint or information about suspected sexual harassment, observe what may be sexually harassing behavior, or, for any reason suspect that sexual harassment is occurring, are **required** to forward the report such suspected sexual harassment to the Executive Director, or, if implicating the Executive Director, the Chair, or other members of the Executive Committee. In addition to being subject to discipline if they engaged in sexually harassing conduct, themselves, immediate supervisors, managers and/or directors will be subject to discipline for failing to report suspected sexual harassment or, otherwise, knowingly allowing sexual harassment to continue or any related retaliation.

7. Investigation.

All complaints, or disclosures, concerning suspected sexual harassment will be thoroughly investigated, regardless of whether reported in verbal or written form. The Executive Director shall generally coordinate and oversee the investigation in conjunction with other necessary members of the management team and professional advisors (such as attorneys or accountants), unless alleged to be complicit in, or conflicted by, the alleged misconduct. Should the Executive Director be accused of the harassment, the complaint shall be investigated by the Executive Committee under the direction of its Chair. Under no circumstances shall any individual accused of sexual harassment, or knowingly allowing it to continue, be among those charged with responsibility for investigating the complaint.

An investigation of any complaint, information or knowledge of suspected sexual harassment will be prompt and thorough and completed as soon as reasonably practicable. The investigation will be confidential to the greatest extent possible. All persons involved, including complainants, witnesses and alleged perpetrators will be accorded due process to protect their rights to a fair and impartial investigation. Any employee may be required to cooperate, as needed, in an investigation of suspected sexual harassment. Employees who participate in an investigation shall be safeguarded from any form of retaliation initiated because of their participation.

Investigations shall generally be conducted in accordance with the following steps:

1. Upon receipt of complaint, the receiving party shall conduct an immediate review of the allegations and take any interim actions, as appropriate. If the complaint is verbal, the receiving party shall customarily encourage the complainant to complete a written "Sexual Harassment Complaint Form." If they refuse, the receiving party shall generally prepare a written Complaint Form based on the verbal reporting.
2. If the receiving party is not the Executive Director, they shall report the complaint to the Executive Director as soon as possible. Should [the Executive Director be accused of the suspected sexual harassment, the complaint shall be promptly reported to the Chair of the Executive Committee. All such reporting shall also include the prompt transfer of all written Complaint Forms from the receiving party to the

Executive Director, or the Chair, as appropriate]. Interim actions may then be taken, as warranted

3. The Executive Director, or the Chair, as appropriate shall then identify and appoint all individuals deemed necessary to investigate the complaint.

4. If documents, emails, phone records, etc. are relevant to the allegations, the investigatory teams shall take steps to obtain and preserve them.

5. The investigatory team shall then request and thoroughly review all relevant materials.

6. Independent interviews of all parties involved, including any relevant witnesses, if any, shall then generally be conducted.

7. The investigatory team shall then customarily prepare a written record of the investigation (such as a letter, memo or email), which should generally stipulate:

- i. all documents reviewed, along with summaries of relevant documents;
- ii. the names of those interviewed, along with summaries of their statements;
- iii. a timeline of events;
- iv. an outline of any relevant prior incidents (reported or unreported); and,
- v. the final resolution of the complaint, including the underlying rationale, together with identification of any corrective and/or disciplinary actions action(s).

8. The complainant and any other necessary parties shall be promptly notified of the final determination of the investigatory team and any necessary corrective and/or disciplinary actions shall be initiated.

9. In all instances, the Executive Director, or the Chair, as appropriate, or their designee(s), shall expressly advise the complainant of their right to file a complaint or charge with a governmental agency or in court under federal, state or local antidiscrimination laws as explained in Section 8 herein.

10. All written documentation received and prepared shall be adequately safeguarded and stored for no less than seven (7)-years and properly destroyed thereafter.

8. Legal Protections & External Remedies.

Sexual harassment is not only prohibited by the Corporation but is also prohibited by state, federal, and, where applicable, local law. Aside from the internal process at the Corporation stipulated herein, employees may also choose to pursue legal remedies with various governmental entities at any time. A schedule outlining available options is set forth in a document entitled “Legal Protections and External Remedies Summary,” a copy of which is annexed hereto and made a part hereof as Attachment “B.”

9. Posting.

This Sexual Harassment Prevention Policy, including the annexed Sexual Harassment Complaint Form and Legal Protections and External Remedies Summary shall be posted prominently in all work locations and be provided to employees upon hiring.

Acknowledgement of Receipt of Sexual Harassment Prevention Policy

I acknowledge and agree that I have received and read a copy of the Corporation’s Sexual Harassment Prevention Policy with all referenced attachments. I understand that the policies and procedures described herein are subject to change, at any time, at the sole discretion of the Corporation, but that any material changes will be made known to me. I further understand that should the content of this Policy materially change, the Corporation may require an additional signature from me to indicate that I am aware of, and understand, any new protocols.

Signature

Date

Print Name

Job Title

ATTACHMENT A

Sexual Harassment Complaint Form

The New York Labor Law requires all employers to adopt a sexual harassment prevention policy that includes a complaint form for employees to report alleged incidents of sexual harassment. If you believe that you have been subjected to sexual harassment, you are encouraged to complete this form and submit it to your immediate supervisor or, if your immediate supervisor is complicit in, or conflicted by, said retaliation, the Executive Director. If, and only if, each the immediate supervisor and the Executive Director are complicit in, or conflicted by, the alleged misconduct, the employee shall inform either another member of the management team or a member of the Executive Committee. Once you submit this Complaint Form, the Corporation shall follow our Sexual Harassment Prevention Policy and investigate your claim(s). If you are more comfortable reporting verbally or in another manner, the Corporation will still follow our Sexual Harassment Prevention Policy by investigating the claims as outlined at the end of this Form.

For additional resources, visit: ny.gov/combating-sexual-harassment

COMPLAINANT INFORMATION

Name:

Job Title:

Home Address:

Work Address:

Home Phone:

Work Phone:

Personal Email:

Work Email:

Select Preferred Communication Method:
(above)

(please select circle preference(s) from the

SUPERVISORY INFORMATION

Immediate Supervisor's Name:

Job Title:

Work Email:

Work Phone:

Work Address:

COMPLAINT INFORMATION

1. Your complaint of sexual harassment is made against:

Name:

Job Title:

Work Address:

Work Phone:

Relationship: Supervisor Subordinate Co-Worker Other

2. Please describe the conduct or incident(s) that is the basis of this complaint and your reasons for concluding that the conduct is sexual harassment. Please use additional sheets of paper if necessary and attach any relevant documents or evidence.

3. Date(s) sexual harassment occurred:

Is the sexual harassment continuing? Yes No

4. Please list the name and contact information of any witnesses or individuals that may have information related to your complaint:

The last two questions are optional, but may help facilitate the investigation.

5. Have you previously complained or provided information (verbal or written) about sexual harassment at the Corporation? If yes, when and to whom did you complain or provide information?

Employees that file complaints with the Corporation might have the ability to get help or file claims with other entities including federal, state or local government agencies or in certain courts.

Please Note: If you have retained legal counsel and would like us to work with them, please provide their contact information.

I request that the Corporation investigate this complaint of sexual harassment in a timely and confidential manner as outlined below and advise me of the results of the investigation.

Signature: _____

Date:

Print Name: _____

Job Title: _____

ATTACHMENT B

Legal Protections and External Remedies Summary

New York State Division of Human Rights

The Human Rights Law, codified as N.Y. Executive Law, Art. 15, §290 et seq., applies to most employers in New York State and offers protections from sexual harassment to employees, paid or unpaid interns and non-employees, regardless of immigration status. A complaint alleging violation of the HRL may be filed either with the New York State Division of Human Rights (DHR) or in New York State Supreme Court [where representation by an attorney is strongly recommended].

Complaints with DHR may be filed any time within one year of the harassment. Individuals do not need an attorney to file a complaint with DHR. There is no cost to file with DHR. If an individual did not file at DHR, he/she can still sue directly in the Supreme Court under the HRL, within three years of the alleged discrimination. However, an individual may not file with DHR if he/she has already filed an HRL complaint in the Supreme Court. Internal complaints to employers do not extend the time to file analogous claims with DHR or in court. The respective one-year and three-years statute of limitations commence on the date of the most recent incident of harassment.

Should an individual file a complaint with DHR, the agency will investigate the claim and determine whether there is “probable cause” to believe that discrimination has occurred. Probable cause cases are adjudicated at a public hearing before an administrative law judge. If the public hearing concludes with a finding that discrimination has occurred, DHR has the authority to award relief, which could obligate an employer to take act to stop the harassment or redress the damage caused, including paying monetary damages, attorney’s fees and civil fines.

As of the date of the publication of this document, contact information for DHR’s main office is as follows: address: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458; telephone: (718) 741-8400; website: dhr.ny.gov. For more information about filing a complaint, DHR can be contacted by telephone at (888) 392-3644 or online at dhr.ny.gov/complaint.

United States Equal Employment Opportunity Commission

The United States Equal Employment Opportunity Commission (the EEOC) enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. §2000e et seq.). An individual can file a complaint with the EEOC anytime within 300-days of the most recent date of harassment. There is no cost to file a complaint with the EEOC. The EEOC would investigate the complaint and determine whether there was “reasonable cause” to believe that discrimination had occurred, at which point the EEOC would issue “Right to Sue” correspondence permitting the individual to file a complaint in federal court. The EEOC does not hold hearings or award relief but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to have occurred.

If an individual protected by this policy believes that they have been discriminated against at work, they can file a “Charge of Discrimination.” The EEOC has district, area, and field offices where complaints can be filed. As of the date of the publication of this document, the EEOC can be contacted by telephone: (800) 669-4000 (TTY: 800-669-682)); online: eeoc.gov; or, via email: info@eeoc.gov. If an individual filed an administrative complaint with DHR, DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

Local Laws & Ordinances

Many localities enforce laws protecting individuals from sexual harassment and discrimination. Any individuals protected by this Policy who believe that they have been subjected to, or witnessed, sexual harassment, or other discriminatory behavior, in the workplace should contact the County, City or Town where they work to assess whether they are afforded legal protections at the local level. For example, covered individuals who work in the City of New York may file complaints concerning sexual harassment with the New York City Commission on Human Rights. As of the date of publication of this document, the contact information for the submission of such complaints is set forth as follows: Law Enforcement Bureau of the NYC Commission on Human Rights, 40 Rector Street, 10th Floor, New York, New York; telephone: 311 or (212) 306-7450; or, online: nyc.gov/html/cchr/html/home/home.shtml.

Law Enforcement

If individuals protected by this Policy believe that they have been subjected to, or witnessed, sexual harassment involving physical touching, coerced physical confinement or coerced sex acts, the conduct may constitute a crime. Should such an individual believe that a crime has been, or will soon likely be, committed they should immediately contact the police either in person or by telephone at 911 or an appropriate local number.

APPENDIX C

MANY Social Media Policy

External

Terms and Conditions

The Museum Association of New York is committed to maintaining an accessible, informative, and civil space for museum professionals and the NYS museums that we represent. Therefore, we ask those who engage with our social media content to abide by the following guidelines.

The following will NOT be tolerated:

- Threats of bodily, physical, or emotional harm
- Excessively foul language (this will be determined at the discretion of the moderator)
- Pornographic images or statements
- Hate language, including based on race, ethnicity, nationality, gender, sexuality, religion, age, education, or disability
- Illegal activities
- Anything that compromises the safety of the individuals

These posts will be removed as soon as the moderator becomes aware of them. To alert the moderator to a post, please send a direct messenger or contact info@nysmuseums.org.

In order to create an informative, engaging, and welcoming digital presence, we expect members of our digital community to uphold the following standards:

- Make all comments and posts related to the topics at hand.
- “Listen” and read with an open mind.
- Engage in historical and contemporary debates respectfully. You can question facts and ideas without questioning the person who posted them.
- Mirror our dedication to factual accuracy and evidence-based posts, with the understanding that there is continuing historical debate on many topics.

Failure to follow these standards may lead to your comments being hidden, deleted, or reported. Moderators may also issue a warning, or, in extreme cases, block your account. To alert a moderator to comment, please send a direct message or contact meves@nysmuseums.org.

The Museum Association social media moderator may remove any comment or post on our social media pages at any time for any reason at the discretion of the organization.

Internal

Introduction

At the Museum Association of New York, we understand that social media can be a fun and rewarding way to share your life and opinions with family, friends, and co-workers. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, we have established these guidelines for appropriate use of social media.

Scope

In the rapidly expanding world of electronic communication, social media can mean many things. Social media includes all means of communicating or posting information or content of any sort on the Internet, including your own or someone else's website or blog, journal or diary, personal website, social networking or affinity website, web bulletin board or a chat room, whether or not associated with the Museum Association of New York, as well as any other form of electronic communication.

Guidelines & Procedures

As an employee and representative of the Museum Association of New York, you are expected to demonstrate best practices and appropriate etiquette on social media. Employees should adhere to the Museum Association of New York's Code of Conduct, Personnel Policy, and other policies when using social media in reference to the Museum Association of New York. The following guidelines and procedures apply to professional use of social media on behalf of the Museum Association of New York as well as personal use of social media when referencing the Museum Association of New York.

- Be respectful to all. Avoid sharing abusive, offensive, and/or slanderous content. Don't use ethnic slurs, personal insults, obscenity, or engage in any conduct that would not be acceptable in the MANY workplace. You should also show proper consideration for others' privacy and for topics that may be considered objectionable or inflammatory.
 - Although not an exhaustive list, some specific examples of prohibited social media conduct including posting commentary, content, or images that are defamatory, pornographic, proprietary, harassing, libelous, or that can create a hostile work environment.
 - If employees encounter a situation while using social media that threatens to become antagonistic, employees should disengage from the dialogue in a polite manner and seek the advice of a supervisor.
- Be honest and accurate. Make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Never post any information or rumors that you know to be false about the Museum Association of

New York, fellow members, employees, people working on behalf of the Museum Association of New York, museums, or other museum associations.

- Do not post confidential information. Maintain the confidentiality of the Museum Association of New York and private or confidential information retaining to the organization or to any members of the organization. Do not post internal reports, policies, procedures or other internal confidential communications. If there are questions about what is considered confidential, employees should check with their supervisor.
- Adhere to financial disclosure laws.
- Ensure others know that your personal account or statements don't represent our organization. Express only your personal opinions. If the Museum Association of New York is a subject of the content you are creating, make it clear that your views are your own. It is best to include a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of the Museum Association of New York" or including "Views are my own" in social media channel bios and/or about me sections.
 - Employees should be aware that the Museum Association of New York may observe content and information made available by employees through social media. Employees should use their best judgment in posting material that is neither appropriate nor harmful to the Museum Association of New York, its employees, or members.
- Do not use Museum Association of New York email addresses to register on social media networks, blogs or other online tools utilized for personal use.

Personal Use During Work Hours

Employees may, on occasion, utilize social media and the web for personal matters in the workplace. Employees may engage in incidental personal use of social media in the workplace so long as such use does not consume significant time or resources, interfere with operations and productivity, or violate organization policies.

While the Museum Association of New York recognizes that we may not prohibit our employees from posting personal opinions and content on private accounts, we do expect our employees to uphold the highest level of respect and adhere to our anti-discriminatory and harassment policies (see guidelines above).

Disciplinary Action

If a Museum Association of New York employee does not follow the guidelines set out in this social media policy, the Museum Association of New York will have grounds to take disciplinary action, up to and including termination.

Policy violations include:

- Overlooking job obligations and deadlines due to excessive use of social media in the workplace
- Releasing confidential information regarding the Museum Association of New York, both personal and organizational
- Posting inappropriate content and subject matter on organization social media channels
- Posting offensive comments
- Posting false information and personal opinions on Museum Association of New York social media channels

Each offense or policy violation will be investigated and reviewed by a supervisor. Disciplinary action may include a reprimand, written warning, and/or termination.

APPENDIX D

Record Retention Schedule

The Record Retention Schedule is organized as follows:

SECTION TOPIC

- A. Accounting and Finance
- B. Contracts
- C. Corporate Records
- D. Correspondence and Internal Memoranda
- E. Electronic Documents
- F. Grant Records
- G. Insurance Records
- H. Legal Files and Papers
- I. Miscellaneous
- J. Payroll Documents
- K. Profit Sharing Plan and 403B Documents
- L. Personnel Records
- M. Property Records
- N. Tax Records
- O. Contribution Records
- P. Faculty Records
- Q. Registration Records

A. ACCOUNTING AND FINANCE

Record Type	Retention Period
Accounts Payable ledgers and schedules	7 years
Accounts Receivable ledgers and schedules	7 years
Annual Audit Reports and Financial Statements	Permanent
Annual Audit Records, including work papers and other documents that relate to the audit	7 years after completion of audit
Annual Plans and Budgets	3 years

Bank Statements, Bank Reconciliations and Canceled Checks	7 years
Employee Expense Reports	7 years
General Ledgers	Permanent
Interim Financial Statements	3 years
Notes Receivable ledgers and schedules	7 years
Investment Records	7 years after sale of investment
Credit card records (documents showing customer credit card number) and credit card settlement documents	2 years
Deposit reports for checks and cash	2 years
Faculty/Speaker Honorarium Reports (used to generate payments to Faculty)	7 years

Credit card record retention and destruction

All records showing customer credit card number must be locked in a desk drawer or a file cabinet when not in immediate use by staff. If it is determined that information on a document, which contains credit card information, is necessary for retention beyond 2 years, then the credit card number will be cut out of the document.

B. CONTRACTS

Record Type	Retention Period
--------------------	-------------------------

Contracts and Related Correspondence (including any proposal that resulted in the contract and all other supportive documentation) 7 years after expiration or termination

C. CORPORATE RECORDS

Record Type	Retention Period
Corporate Records (minute books, signed minutes of the Board and all committees, corporate seals, articles of incorporation, bylaws, annual corporate reports)	Permanent
Licenses and Permits	Permanent

D. CORRESPONDENCE AND INTERNAL MEMORANDA

General Principle: Most correspondence and internal memoranda should be retained for the same period as the document they pertain to or support. For instance, a letter pertaining to a particular contract would be retained as long as the contract (7 years after expiration). It is recommended that records that support a particular project be kept with the project and take on the retention time of that particular project file.

Correspondence or memoranda that do not pertain to documents having a prescribed retention period should generally be discarded sooner.

Those pertaining to routine matters and having no significant, lasting consequences should be discarded *within one year*. Some examples include:

- Routine letters and notes that require no acknowledgment or follow-up, such as notes of appreciation, congratulations, letters of transmittal, and plans for meetings.
- Form letters that require no follow-up.
- Letters of general inquiry and replies that complete a cycle of correspondence.

- Letters or complaints requesting specific action that have no further value after changes are made or action taken (such as name or address change).
- Other letters of inconsequential subject matter or that definitely close correspondence to which no further reference will be necessary.
- Chronological correspondence files.

Please note that copies of interoffice correspondence and documents where a copy will be in the originating department file should be read and destroyed, unless that information provides reference to or direction to other documents and must be kept for project traceability.

E. ELECTRONIC DOCUMENTS - *This section needs updating, the MANY staff will make update recommendations to executive committee.*

1. **Electronic Mail:** Not all email needs to be retained, depending on the subject matter.
 - All e-mail—from internal or external sources—is to be deleted after 12 months.
 - Staff will strive to keep all but an insignificant minority of their e-mail related to business issues.
 - Organization will archive e-mail for XXX months after the staff has deleted it, after which time the e-mail will be permanently deleted.
 - All Organization business-related email should be downloaded to a service center or user directory on the server.
 - Staff will not store or transfer Organization-related e-mail on non-work-related computers except as necessary or appropriate for Organization purposes.
 - Staff will take care not to send confidential/proprietary Organization information to outside sources.

2. **Electronic Documents:** including Microsoft Office Suite and PDF files. Retention also depends on the subject matter.
 - **PDF documents** – The length of time that a PDF file should be retained should be based upon the content of the file and the category under the various sections of this policy. The maximum period that a PDF file should be retained is 6 years. PDF files the employee deems vital to the performance of his or her job should be printed and stored in the employee’s workspace.
 - **Text/formatted files** - Staff will conduct annual reviews of all text/formatted files (e.g., Microsoft Word documents) and will delete all those they consider unnecessary or outdated. After five years, all text files will be deleted from the network and the staff’s desktop/laptop. Text/formatted files the staff deems vital

to the performance of their job should be printed and stored in the staff's workspace.

3. Web Page Files: Internet Cookies

- All workstations: Internet Explorer should be scheduled to delete Internet cookies once per month.

Organization does not automatically delete electronic files beyond the dates specified in this Policy. It is the responsibility of all staff to adhere to the guidelines specified in this policy.

Each day Organization will run a tape backup copy of all electronic files (including email) on Organization servers, as specified in the Organization Disaster Recovery Plan (Does Organization have one of these? If not, delete the reference.). This backup tape is a safeguard to retrieve lost information within a one-year retrieval period should documents on the network experience problems. The tape backup copy is considered a safeguard for the record retention system of Organization, but is not considered an official repository of Organization records. All monthly and yearly tapes are stored offsite according to Organization's Disaster Recovery Policy.

In certain cases, a document will be maintained in both paper and electronic form. In such cases the official document will be the electronic document.

F. GRANT RECORDS

Record Type	Retention Period
Original grant proposal	7 years after completion of grant period
Grant agreement and subsequent modifications, if applicable	7 years after completion of grant period
All requested IRS/grantee correspondence including determination letters and "no change" in exempt status letters	7 years after completion of grant period

Final grantee reports, both financial and narrative	7 years after completion of grant period
All evidence of returned grant funds	7 years after completion of grant period
All pertinent formal correspondence including opinion letters of counsel	7 years after completion of grant period
Report assessment forms	7 years after completion of grant period
Documentation relating to grantee evidence of invoices and matching or challenge grants that would support grantee compliance with the grant agreement	7 years after completion of grant period
Pre-grant inquiry forms and other documentation for expenditure responsibility grants	7 years after completion of grant period
Grantee work product produced with the grant funds	7 years after completion of grant period

G. INSURANCE RECORDS

Record Type	Retention Period
Annual Loss Summaries	10 years
Audits and Adjustments	3 years after final adjustment
Certificates Issued to Organization	Permanent
Claims Files (including correspondence, medical records, injury documentation, etc.)	Permanent

Group Insurance Plans - Active Employees	Until Plan is amended or terminated
Inspections	3 years
Insurance Policies (including expired policies)	Permanent
Journal Entry Support Data	7 years
Loss Runs	10 years
Releases and Settlements	25 years
Worker's Compensation Claims	7 years

H. LEGAL FILES AND PAPERS

Record Type	Retention Period
Legal Memoranda and Opinions (including all subject matter files)	7 years after close of matter
Litigation Files	1 year after expiration of appeals or time for filing appeals
Court Orders	Permanent
Requests for Departure from Records Retention Plan	10 years
Real Estate transactions	Permanent

I. MISCELLANEOUS

Record Type	Retention Period
Consultant's Reports	2 years
Material of Historical Value (including pictures, publications)	Permanent
Policy and Procedures Manuals – Original	Current version with revision history
Policy and Procedures Manuals - Copies	Retain current version only
Annual Reports	Permanent

J. PAYROLL DOCUMENTS

Record Type	Retention Period
Employee Deduction Authorizations	4 years after termination
Payroll Deductions	Termination + 7 years
W-2, I-9, W-4 Forms	Termination + 7 years
Garnishments, Child Support, Assignments, Attachments	Termination + 7 years
Personnel Change Notifications	7 years
Payroll Registers (gross and net)	7 years
New York State 941 quarterly reports	7 years
Time Cards/Sheets	2 years

Direct Deposit Authorization Forms 2 years

NYS New Hire Reports 7 years

K. PROFIT SHARING PLAN AND 403B RECORDS

General Principle: Pension documents and supporting employee data shall be kept in such a manner that Donors Forum can establish at all times whether or not any pension is payable to any person and if so the amount of such pension.

Record Type	Retention Period
Profit Sharing Plan year end reports and tax returns	Permanent
Profit Sharing Plan Distribution forms	Permanent
403B enrollment forms	Permanent
403B rollover forms	Permanent

L. PERSONNEL RECORDS

Record Type	Retention Period
Bonuses/Incentives	7 years
EEO- I /EEO-2 - Employer Information Reports	2 years after superseded or filing (whichever is longer)
Employee Earnings Records	Separation + 7 years
Employee Handbooks for Core Staff and Seasonal Staff	1 copy kept permanently

Employee Medical Records	Separation + 6 years
Employee Personnel Records (including individual attendance records, application forms, job or status change records, performance evaluations, termination papers, withholding information, letters of agreement, employee loans, garnishments, test results, training and qualification records)	6 years after separation
Employment Contracts – Individual	7 years after separation
Employment Records - Correspondence with Employment Agencies and Advertisements for Job Openings	3 years from date of hiring decision
Employment Records - All Non-Hired Applicants (including all applications and resumes - whether solicited or unsolicited, results of post-offer, pre-employment physicals, results of background investigations, if any, related correspondence)	2-4 years (4 years if file contains any correspondence which might be construed as an offer)
Job Descriptions	3 years after superseded

M. PROPERTY RECORDS

Record Type	Retention Period
Correspondence, Property Deeds, Assessments, Licenses, Rights of Way	Permanent
Original Purchase/Sale/Lease Agreement	Permanent
Property Insurance Policies	Permanent

N. TAX RECORDS

General Principle: Organization must keep books of account or records as are sufficient to establish amount of gross income, deductions, credits, or other matters required to be shown in any such return.

These documents and records shall be kept for as long as the contents thereof may become material in the administration of federal, state, and local income, franchise, and property tax laws.

Record Type	Retention Period
Tax-Exemption Documents and Related Correspondence	Permanent
IRS Rulings	Permanent
Excise Tax Records	7 years
Payroll Tax Records	7 years
Tax Bills, Receipts, Statements	7 years
Tax Returns – Sales, Income, Franchise, Property	Permanent
Tax Workpaper Packages - Originals	7 years
Sales/Use Tax Records	7 years
Annual Information Returns - Federal and State	Permanent
IRS or other Government Audit Records	Permanent

Q. CONTRIBUTION RECORDS

Record Type	Retention Period
Records of Contributions	Permanent
Documents evidencing terms of gifts	Permanent

P. FACULTY/Presenter/Speaker RECORDS

Record Type	Retention Period
Forms W-9	Permanent
Worker's Comp. Certificates	Permanent
Forms W-8 BEN for foreign faculty	7 years
Faculty Honorarium Reports	7 years

Q. PROGRAMMING RECORDS

Record Type	Retention Period
Program Evaluation forms	Permanent
Faculty Contracts	Permanent
Faculty forms pertaining to staff slots, age limitations, etc.	2 years

Individual faculty worksheets which form the basis of contracts. 3 years

R. REGISTRATION RECORDS – N/A?

Record Type	Retention Period
Reinstatement and expiration of credits	Permanent
Gift Certificate requests	Permanent
Gift Certificates redemption spreadsheet	7 years
Refund request forms	7 years
Rental contracts	7 years

APPENDIX E
Remote Work Policy

Working remotely is an arrangement that allows eligible employees to work in a designated area outside the MANY offices in accordance with the requirements and guidelines provided in this policy. Employees who are permitted to work remotely must sign an attached Remote Work Policy Agreement.

REMOTE WORK ELIGIBILITY

Employees may be considered eligible to work remotely if all of the following are true:

- It expected to be sufficient and possible pursuant to the nature of their job duties and responsibilities
- Their job duties can be fulfilled using available hardware, software and other company technology
- Cybersecurity and data privacy concerns can be sufficiently addressed
- Their remote workspaces are suitable in concerning privacy, security, noise, internet connection
- Team collaboration capabilities shall not be impacted
- They have a history of being trustworthy, disciplined, and self-motivated
- They have read, understood, and signed the annexed **Remote Work Request Form & Policy Agreement**

REMOTE WORK OPTIONS

Eligible employees may be approved to work remotely:

- On a full-time basis
- On a part-time basis
- On certain days
- For portions of certain days

Reasons for working remotely could include, but are not limited to:

- Agency needs
- Illness
- Inclement weather
- Childcare/Caregiver needs
- Overlong commute or transportation issues
- Emergencies
 - Personal
 - Agency
 - Federal, State, or Municipality

- Preference, as supported by presumed sufficiency of performance obligations and supervisor opinion

REQUESTING TO WORK REMOTELY

A. Requesting remote work in the short term

Employees scheduled to work in the office on a particular day who wish to work from home due to an unexpected situation (e.g. inclement weather, child care issues, etc.) should contact their supervisor by phone and request approval to work from home that day. Approval will be determined based on eligibility requirements, including agency needs that day. The Corporation retains the right to deny such a request if it may negatively impact consumer service delivery or agency functions.

B. Requesting remote work in the long term

Employees wishing to submit a request to work remotely on a regular or semi-regular basis should complete the annexed **Remote Work Request Policy Agreement**. The Supervisor shall review the request, assessing the employee's eligibility and MANY's office staffing needs. As necessary, the supervisor will make changes to the request based on agency needs and requirements. The supervisor shall then submit the request to the Executive Director for final approval or denial. Thereafter, the supervisor will provide written approval or denial to the employee. If approved for remote work, the employee will meet with the Office Manager prior to the start of working remotely to sign for any agency equipment being taken to the remote work location and receive instructions for remote computer access.

REMOTE WORK SCHEDULES

Employees approved to work remotely will submit their proposed work schedule to their supervisor no later than the Monday of the prior week if reasonably possible. MANY maintains ultimate discretion over the employee's schedule. All scheduling rules applicable at the office are applicable to remote work including, but not limited to:

- Employees working remotely are expected to remain accessible and maintain their regular work schedule. All staff must plan for, at least, a half-hour lunch break if working more than six (6)-consecutive hours during a regular business day. All time worked shall be recorded on an authorized timesheet in accordance with regular timekeeping practices. Any deviations to the regular work schedule must be reported to the employee's supervisor, as would occur when working in the office.

- Remote work shall not take place while the physical office locations are closed, or outside the regular hours of operation unless specifically discussed with and approved by the employee's supervisor.
- All time worked must be documented and submitted on an approved timesheet.

REMOTE WORK REPORTING, ACCOUNTABILITY AND EXPECTATIONS

- Employees will complete any necessary timesheets or work logs, as directed by the supervisor.
- Employees will communicate with their supervisor throughout the day, both by email and phone. Additionally, web-based videoconferencing will be utilized for one-on-one supervision, team meetings, and staff meetings.
- When working remotely, employees will not be permitted to engage in activities that would not be permitted when working at the MANY office, such as child, elder, or other dependent care, unless authorized in advance by the Executive Director or required by federal, state or local law or ordinance.
- Employees working remotely may take care of personal business during unpaid lunches, as they would when working at the agency's offices, or by prior arrangement with their supervisor.

REMOTE WORK EVALUATION

Supervisors will generally evaluate their staff's remote work every two (2) weeks, unless the supervisor feels there is a need to do so sooner or practical circumstances necessitate a more attenuated evaluation schedule. The evaluation will customarily include, but is not limited to, the following:

- Employee effectiveness while working remotely
- Employee accessibility by phone, videoconferencing, and/or email during scheduled work hours
- Employee adherence to the terms and conditions of the Remote Work Policy, and the Remote Work Policy Agreement

The Corporation may deny, end, or modify the Remote Work Policy Agreement at any time for any business reason that is not capricious or arbitrary.

Employees may submit a request to end or modify the Remote Work Agreement no less than one week prior to the desired end or modification unless circumstances do not permit one week's notice.

REMOTE WORK SAFETY

As stated in the **Remote Work Agreement**, employees must ensure their remote workspace is free from safety hazards. Any injury sustained by employees in the remote workspace and in conjunction with regular work duties must be immediately reported to their supervisor. Staff shall be considered liable for any injury incurred by others in their remote workspace.

COMPENSATION

No changes will be made to an employee's wages or benefits due to working remotely. Wage increases or decreases will be made based on existing agency policies.

INSURANCE AND LIABILITY

All terms of employment with the Corporation remain unchanged, except those specifically addressed in this policy and in the **Remote Work Policy Agreement**. Employees working remotely will continue to receive the same benefits they are currently eligible for, including worker's compensation and health insurance.

Remote Work Request Form

Name: _____ Job Title: _____

I am requesting to work remotely (check one):

Full-time: _____

I understand that, if approved to work from home full-time, I may still be required to occasionally report to the Corporation offices, and, should that be necessary, I will be provided with at least 24 hours' notice if possible and practicable.

Part-time: _____

If requesting to work remotely on a part-time basis, please explain below. *For example: working remotely one day per week, five days per pay period, etc.*

Temporarily: _____

If requesting a temporary remote work arrangement, please explain below. *For example: working remotely for the months of July and August.*

Employee Signature

Date

Remote Work Request _____

Approved, as follows:

Remote Work Request _____

Denied, for the following reason(s)

Supervisor's Signature

Date

Executive Director's Signature

Date

Remote Work Policy Agreement

In addition to the requirements provided herein, an employee who has been approved to work remotely must agree to the following procedures:

Workspace:

The employee must designate a workspace suitable for the duties they must perform. Employees who will be conversing with consumers must ensure the workspace allows for the privacy of those conversations. Specifically:

- Documents containing privileged or confidential information must not be left on desktops or any other place where they can be easily accessed or viewed.
- Employees should carefully evaluate whether documents containing privileged or confidential information must be retained. If such documents may be destroyed, they should be shredded at home or in the office. If documents containing protected

information must be retained, they should then be properly safeguarded in a secure location, such as a locked desk, filing cabinet, or vehicle trunk.

The employee must ensure that computer/laptop screens cannot be visible to others when completing consumer applications or viewing confidential information.

The workspace must be free from safety hazards. For example, electronics cords should be properly stored to prevent them from tripping the employee or others. Any injury sustained by the employee in the workspace and in conjunction with others must be immediately reported to a Supervisor.

Equipment:

In some cases, employees may utilize their own computer equipment in order to work remotely. The Corporation's IT staff and/or consultants shall customarily assure remote access to the employee's existing desktop or laptop. The Corporation will generally arrange for necessary remote access, as needed. In other cases, equipment may be supplied by the agency and maintained by the employee at their remote work location. Equipment provided by the Corporation is to be used for business purposes only. The employee supplied with agency-owned equipment must sign an inventory of all agency property received and agree to take appropriate action to protect the items from damage or theft.

The Corporation shall endeavor to supply the employee with appropriate office supplies (pens, paper, etc.) as deemed necessary. If agreed in advance by requesting permission from the immediate supervisor, the agency may also reimburse the employee for documented business-related expenses, such as phone calls, ink cartridges, etc. that are reasonably incurred in carrying out the employee's job. These expenses should be pre-approved by the employee's supervisor.

Attire:

The agency's expectations for professional attire extend to every worksite, including the home. Therefore, each employee working remotely must dress exactly as they would to report to the office.

Schedule:

Employees working remotely are expected to remain accessible and maintain their regular work schedule, with a half-hour lunch break after no more than six hours work. All time worked shall be recorded on an agency timesheet in accordance with regular timekeeping practices. Any

deviations to the regular work schedule must be reported to the employee's supervisor, as would occur when working in the office.

Remote work shall not take place while the physical office locations are closed, or outside the regular hours of operation unless specifically discussed with and approved by the employee's supervisor. All time worked must be documented and submitted on the employee's timesheet.

Communication:

Frequent communication is necessary to ensure the success of remote work arrangements. Employees working remotely are expected to be in touch with their supervisors both by phone and email at multiple points throughout the work day. Videoconferencing will be utilized for one-on-one supervision, team meetings, and staff meetings.

Record work activities:

Employees are expected to record their work activities in half-hour increments, using the template provided to you by your supervisor, unless directed otherwise by that supervisor.

Employee Signature

Date

APPENDIX F

Code of Conduct & Pledge of Ethics for Staff

The standard of behavior at “MANY” is that all staff, volunteers, and board members scrupulously avoid any conflict of interest between the interests of MANY on one hand, and personal, professional, and business interests on the other. This includes avoiding conflicts of interest as well as perceptions of conflicts of interests.

I understand that the purposes of this policy are: to protect the integrity of MANY’s decision-making process, to enable our constituencies to have confidence in our integrity, and to protect the integrity and reputation of volunteers, staff, and directors.

Upon or before elections, hiring or appointment, I will make a full, written disclosure of interests, relationships, and holdings that could potentially result in a conflict of interest. This written disclosure will be kept on file and I will update it as appropriate.

In the course of meetings or activities, I will disclose any interests in a transaction or decision where I (including my business or other nonprofit affiliation), my family and/or my significant other, employer, or close associates will receive benefit or gain. After disclosure, I understand that I may be asked to leave the room for the discussion and will not be permitted to vote on the question.

Further, I agree that I will not take on responsibilities for clients related to my work that would change the essential nature of the work. Specifically, this includes, but is not limited to, becoming the Executor of a client’s estate, accepting a client’s Power of Attorney, Medical Power of Attorney, etc. I also agree not to knowingly place myself into a situation where I am a recipient of financial and material gain. In the event that I am, I will promptly contact my supervisor for consultation and resolution of the matter.

I also agree that any work, subject to copyright laws, which I may create in my capacity as a MANY staff person, will be the sole and exclusive property of MANY. I understand that this policy is meant to be a supplement to good judgment, and I will respect its spirit as well as its wording.

POLICIES

- Be aware of and fully abide by with the constitution, bylaws and policies, both personnel and otherwise, of the corporation.
- Ensure compliance with all laws, regulations and contractual requirements
- Ensure your compliance, and the compliance of your respective program of the corporation with all personnel policies, personnel practices, laws, regulations and contractual requirements
- Respect, follow and fully support the duly made decisions of the Executive Director and your immediate supervisor.
- Respect the work and recommendations of your fellow employees.
- Work diligently to ensure that duties are completed to the best of your ability.
- View and act towards the Executive Director as the chief administrative officer with the sole responsibility for the day-to-day management of the organization

INFORMED PARTICIPATION

- Keep well-informed of all matters pertinent to your employment relationship.
- Respect and follow the “chain of command” of the corporation
- Act in ways which do not interfere with the duties of the Executive Director and your supervisor or do not undermine his/her authority with staff members

CONFLICT OF INTEREST, REPRESENTATION & CONFIDENTIALITY

- Accept or seek, on behalf of self or any other person, any financial advantage or gain other than nominal value (as defined and determined by the IRS) which may be offered as a result of the board member’s affiliation
- Maintain full confidentiality of information obtained via your employment.
- Represent the best interests of the corporation as defined in your Job Description and the personnel policies of the corporation.
- Speak positively of the organization to all current and potential stakeholders
- Not use one’s employment with the promotion of partisan politics

INTERPERSONAL

- Maintain open communication and an effective partnership with the Executive Director and your immediate supervisor.
- Listen carefully to, follow and respect the opinions of the Executive Director and your immediate supervisor.
- Be “solution focused”, offering criticism in a constructive manner.
- Always work to develop and improve your knowledge and skills as an employee.

CERTIFICATION

I, the undersigned, certify that I have read and understand the Code of Conduct of the corporation. I agree that my actions will fully comply with the statements and intent of the Code of Conduct. I affirm that I have taken any action which contravenes the conflict of interests policies of the organization or impedes my ability to act perform my job responsibilities.

Employee Signature

Date

employee name (printed)

MANY Airborne Infectious Disease Exposure Prevention Plan

SEE HERO ACT NYS DOL: <https://dol.ny.gov/ny-hero-act>

And attached

Museum Association of New York
Receipt & Acknowledgement of Personnel Manual

Please read the following statements and sign below to indicate your receipt and acknowledgement of MANY's Personnel Manual.

I have received and read a copy of MANY's Personnel Manual. I understand that the policies, rules and benefits described in it are subject to change at the sole discretion of MANY at any time. I understand that this Manual replaces all other previous materials related to personnel policies for MANY.

I further understand that my employment is terminable at will, either by myself or MANY, regardless of the length of my employment or the granting of benefits of any kind, including but not limited to profit sharing benefits which provide for vesting based upon length of employment. I understand that no contract of employment other than "at will" has been expressed or implied, and that no circumstances arising out of my employment will alter my "at will" employment relationship unless expressed in writing, with the understanding specifically set forth and signed by me and the Executive Director.

I am aware that during the course of my employment confidential information will be made available to me, such as client files, job development strategies, client/employer lists, forms and other related information. I understand that this information is critical to the success of MANY and must not be given out or used outside of MANY premises or with non-agency employees. In the event of termination of employment, whether voluntary or involuntary, I hereby agree not to utilize or exploit this information with any other individual or company.

I understand that, should the content of the Personnel Manual be changed in any way, MANY may require an additional signature from me to indicate that I am aware of and understand any new policies.

I understand that my signature indicates that I have read and understand the above statements and have received a copy of MANY's Personnel Manual.

Employee's Printed Name

Position

Employee's Signature

Date

Executive Director's Signature

