



Future In Sight

# Employee Handbook

New Hampshire Association for the Blind DBA Future In Sight.

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[FutureInSight.org](http://FutureInSight.org)

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## **ACKNOWLEDGMENT** \_\_\_\_\_ **47**

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## **I. Introduction**

New Hampshire Association for the Blind DBA Future in Sight (FUTURE IN SIGHT) is a nonprofit, charitable 501 (c) (3) FUTURE IN SIGHT founded in 1912 and incorporated in 1933. Our FUTURE IN SIGHT provides direct rehabilitation services on a year-round, state-wide basis, to the residents of New Hampshire who are blind and visually impaired. Future in Sight is funded by contributions and purchase of services.

Future in Sight has a Board of Directors comprised of members of the community who are elected by the Board. The Board of Directors establishes Future in Sight’s mission and policies and hires the President & Chief Executive Officer to implement them. It is the President’s responsibility to hire, supervise and make personnel decisions regarding all employees, although the President may choose to delegate some of these responsibilities to other managerial staff within Future in Sight.

Because of our charitable mission and our public support, we believe that all FUTURE IN SIGHT employees have a special responsibility to adhere to the highest standards of ethics and professionalism in representing FUTURE IN SIGHT and carrying out our mission.

A FUTURE IN SIGHT Organizational chart is provided in the Appendix.

### **A. Purpose of this Handbook**

This manual contains statements of Future in Sight’s personnel policies and procedures. It is designed to be a working guide for all employees in the day-to-day operations of our FUTURE IN SIGHT.

This Employee Handbook is intended to serve as a guideline, describing the basic personnel policies and practices ordinarily applied by Future in Sight. These written policies are intended to increase understanding, eliminate the need for personal decisions on matters of FUTURE IN SIGHT organization-wide policy and help ensure equitable treatment for all staff.

It is not intended to create a contract of employment. No contractual rights are conferred on the employee by this Employee Handbook; its provisions shall not constitute contractual obligations enforceable against Future in Sight.

Future in Sight reserves the right to make changes, from time to time, with or without notice, in the policies and practices described in the Handbook. Moreover, because it is impossible to anticipate every situation that may arise, Future in Sight reserves its right to address a situation in a manner different from that described here, if, in Future in Sight’s discretion, the circumstances so warrant.

If you have questions about the policies and procedures described in this Handbook, or suggestions for improvement, please see your supervisor or the Chief Financial Officer of Future in Sight.

As with any document that is revised from time-to-time occasional errors in language usage may occur. All references to “her or his” or to any combination of the two or any gender reference are intended to refer equally to all employees regardless of gender.

## **B. Authority for Policy Adoption or Revision**

The adoption of personnel policies for FUTURE IN SIGHT, including amendments thereto, shall be by action of the Board of Directors, which has delegated the responsibility for periodic review to the Executive Committee. All employees shall receive a copy of the Future In Sight Employee Handbook, including duly adopted amendments. The President will appoint a staff Advisory Committee as needed to review and suggest recommendations for revisions to the President for presentation and review to the Executive Committee of the Board of Directors.

To facilitate situations not covered by written policies, the President is authorized to implement problem-solving action which, in his judgment, is equitable to the parties involved and is in the best interest of FUTURE IN SIGHT and is in compliance with all federal, state and local laws, rules and regulations.

## II. Terms and Conditions of Employment

### A. At-Will Status

**Employees of Future In Sight are employed at will, which means that they are not hired for any definite period of time and either they or Future In Sight may terminate the employment relationship at any time, with or without cause.** The only exception to this rule would be an employee who, due to unusual circumstances, has been provided a promise of employment for a particular length of time, which is in writing and signed by the President & CEO.

**Only the President has the authority to make any promises to employees regarding the duration of employment; to be binding, such promises must be in writing and signed by the President.** If you believe that you have been made any promises to the effect that your employment will continue for some definite period of time, and that you are not an at-will employee, please consult with the President immediately.

### B. Classification of Employees

Full-time employees are those employed to work on a regular basis for at least 37.5 hours per week. They are eligible for all benefits described in this Handbook, so long as they meet the applicable requirements, such as length of service.

Those employees hired to work full-time as Teachers of the Visually Impaired or Certified Orientation and Mobility Specialists and work within school districts will be allowed to work on a 10 month work schedule to coincide with the educational calendar and given the option to spread salaries over 26 pay periods. Future In Sight sponsored benefits will remain in effect during “summer break”.

Part-time employees are those employed to work on a regular basis for fewer than 37.5 hours per week. They are eligible for some benefits as described in this Handbook; subject to the number of hours they are employed to work per week.

Per diem employees are part-time employees employed to work on an as-needed basis. They are not eligible for benefits unless they have been promised in writing (signed by the President), and they, like all employees of the Future In Sight, are employed at will. ([See previous section regarding at-will employment](#)).

Temporary employees are those hired with the understanding that their employment will not continue beyond a stated date or beyond completion of a specified project or projects. They are eligible for only those benefits that they have been promised in writing (signed by the President), and they, like all employees of Future In Sight, are employed at will. (See previous section regarding at-will employment).

Independent contractors are those non-employees who are paid on a fee-for-service basis to perform certain, specified services. Volunteers are those who provide services to Future In Sight without financial compensation, other than reimbursement of authorized expenses. Independent contractors and volunteers are not considered employees of Future In Sight and are not covered by this Employee Handbook.

## **C. Overtime pay for exempt & non-exempt Employees**

When you are hired you will be told whether your position is "exempt" (meaning you are exempt from the overtime pay requirements of the Fair Labor Standards Act) or "non-exempt" (meaning you are covered by the overtime requirements.) Generally speaking, exempt employees are those whose jobs are primarily executive, administrative management or professional in nature, as defined by federal regulations, and who are paid on a salary basis, again as defined by federal regulations.

### **1. Exempt employees and overtime**

Exempt employees are responsible for working as many hours as necessary to get the job done, but may check with their supervisors in advance of or during extraordinarily busy times to arrange for compensatory time, which may be granted when, in the supervisor's discretion, it is appropriate and when circumstances permit.

## **2. Non-exempt employees and overtime**

If you are non-exempt, you will be paid overtime, at the rate of 1 ½ times your regular hourly rate of pay, for any hours worked beyond 40 hours in a given work week. However, non-exempt employees must obtain advance permission from their supervisor before working more than their regularly scheduled work hours.

For overtime purposes, the work week begins Monday at 8:00 AM and ends Friday at 4:30 PM. Only those hours that are actually worked by the employee will be considered "hours worked" in computing whether overtime is due and, if so, how much. Scheduled and unscheduled absences and time off for holidays, vacation, sickness, jury duty, bereavement leave or military leave, or for other reasons, will not count as hours worked for this purpose.

Non-exempt employees may not take compensatory time in lieu of overtime pay, unless the compensatory time is taken within the same workweek in which the extra hours were worked. For instance, if in one week you work 12 hours on Monday, it is permissible (with the advance consent of your supervisor) to work only 4 hours on Tuesday, so that by the end of the week you will not have worked over 37.5 hours. In fact, your supervisor may require that you take such compensatory time. However, you may not wait until the following week to take the four hours off and use that in lieu of paid time.

## **D. Time Sheets**

All non-exempt employees are responsible for completing and submitting time sheets to their supervisors bi-weekly. All exempt employees must submit a Paid Leave Report to their supervisor bi-weekly. If you have questions about these procedures, please ask your supervisor or the Business Office.

### **III. Recruitment/Screening/Hiring & Orientation**

#### **A. Employment Status**

Any employee, who possesses the necessary qualifications for a vacancy or new position within FUTURE IN SIGHT, will be given first opportunity to apply. If an available position is not filled by re-assignments of staff or promotion-from-within, applicants will be sought through regularly accepted recruitment methods. Any new or vacant positions within FUTURE IN SIGHT will be posted on the Bulletin Board in a prominent place for employees' notification.

#### **B. Hiring Procedures**

All prospective employees will receive consideration without discrimination because of race, creed, color, sex, age, national origin or disability. The Management Team will select a panel of employees to screen, interview and recommend their selection to the President & CEO. The President solely, will have the final approval for hiring and discharge of employees.

##### **1. Criminal and Motor Vehicle Checks**

All new employees must agree to have a criminal background check performed prior to employment starting date. In the case of employees who will be driving as part of their job expectation, a motor vehicle record check will also be performed.

#### **C. Employment of Relatives**

It is the policy of FUTURE IN SIGHT not to hire members of employee's and board members' immediate family on a full-time basis. Immediate family is defined as: Spouse, Parent, or Grandparent, Child or Grandchild, Brother or Sister, or other persons residing in the same "Household." For the purposes of this section the term "spouse" is also applicable to people who are not married but who live together with all the attendant responsibilities and commitments of marriage.

The employment of relatives in the same area of FUTURE IN SIGHT may cause serious conflicts and problems with favoritism and employee morale. In addition to claims of partiality in treatment at work, personal conflicts from outside the work environment can be carried into day-to-day working

relationships. If the relative relationship is established after employment, the individuals concerned will decide who is to be transferred. If that decision is not made within 30 calendar days, management will decide.

For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

## **D. New Employee Orientation**

It is assumed that new professional staff persons and others with prior experience are competent to perform their assigned duties. However, it is recognized that each new employee will receive orientation to FUTURE IN SIGHT philosophies, policies, practices and procedures from their department head/supervisor.

The introductory period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. FUTURE IN SIGHT uses this period to evaluate employee capabilities, work habits and overall performance. Either the employee or FUTURE IN SIGHT may end the employment relationship at will at any time during or after the introductory period, with or without cause or advance notice.

All new and rehired employees work on an introductory basis for the first 90 calendar days after their date of hire. Employees who are promoted or transferred within FUTURE IN SIGHT must complete a secondary introductory period of the same length with each reassignment to a new position. Any significant absence will automatically extend an introductory period by the length of the absence. If FUTURE IN SIGHT determines that the designated introductory period does not allow sufficient time to thoroughly evaluate the employee's performance, the introductory period may be extended for a specified period.

In cases of promotions or transfers within FUTURE IN SIGHT, an employee who, in the sole judgment of management, is not successful in the new position may be removed from that position at any time during the secondary introductory period. If this occurs, the employee may be allowed to return to his or her former job or to a comparable job for which the employee is qualified,

depending on the availability of such positions and FUTURE IN SIGHT 's needs.

Upon satisfactory completion of the initial introductory period, employees enter the "regular" employment classification. Pursuant to Section IV - Subsection A, such "regular" employment is also "at will". At hire, healthcare benefits begin on the first of the month following date of hire. During the initial introductory period, new employees are eligible for those benefits that are required by law, such as workers' compensation insurance and Social Security. After becoming regular employees, they may also be eligible for other FUTURE IN SIGHT provided benefits, subject to the terms and conditions of each benefits program. Employees should read the information for each specific benefits program for the details on eligibility requirements. Benefits eligibility and employment status are not changed during the secondary introductory period that results from a promotion or transfer within FUTURE IN SIGHT.

## **E. Personnel Files**

All personnel information concerning employees will be considered confidential and is the property of FUTURE IN SIGHT. Personnel records are defined as employment applications, wage information, status forms, commendations, performance evaluations, appropriate correspondence, disciplinary action material, etc. Department heads will have access to review records of personnel under their supervision. Business Office staff will maintain the security of the personnel files and will have access to the records only as required to perform their assigned duties. Employees may review their records by requesting permission to Chief Financial Officer. Any review by an employee of their personnel file will be supervised. If an employee wishes to review their file in private, they may request a copy be made and pay reasonable copying costs. Under no circumstances are items to be removed from a file by employees.

## **F. Hours of Work**

The normal work week is Monday through Friday, 8:00 a.m. to 4:30 p.m. The normal work schedule for full time employees is 7.5 hours a day, 37.5 hours a

week. Supervisors will advise employees of the times their schedules will normally begin and end. Staffing needs and operational demands may necessitate variations in starting and ending times to be determined by the supervisor. A lunch period is authorized for one hour and staff is permitted two breaks of 15 minutes, one in the morning and one in the afternoon if work load allows. Non-exempt employees will schedule lunch breaks with their supervisor. Coffee breaks are not required by law. Breaks will not exceed 15 minutes' duration.

If you are out of work or late for any reason and have not received advance permission for the absence, please call your supervisor before 8:30 a.m. to report your absence or lateness.

## **G. Absenteeism and Tardiness**

Regular prompt attendance by employees for their scheduled work is necessary for FUTURE IN SIGHT to operate efficiently. If an employee cannot report to work on time, he/she is to notify their supervisor or the receptionist as soon as possible. An employee will give a reason for his/her delay or absence. Excessive tardiness and/or absenteeism will not be tolerated. Absence without notice for three days may be considered a voluntary quit.

## **H. Attendance at FUTURE IN SIGHT Related Activities**

FUTURE IN SIGHT encourages employees in their professional development. All appropriate employees are expected to participate in the in-service training programs, strategic planning activities, annual meetings and certain special events conducted periodically by FUTURE IN SIGHT. Also, employees are encouraged to participate in other related professional advancement activities. When recommended by their supervisor and with prior approval of the President, time off with pay is allowed for employees to attend appropriate conferences, seminars, workshops, etc., during the regular workweek. Employees who are selected to attend professional advancement activities will receive reimbursement for related expenses as arranged in advance.

## IV. Compensation and Benefits

### A. Pay

Employees are paid bi-weekly, by check. Payday is on Thursday unless the payday falls on a holiday, then checks will be issued on the day before.

### B. Expenses

Employees must obtain the advance consent of their supervisor before incurring expenses for which they will seek reimbursement. Approved expenses must be documented, with receipts attached, and submitted within 30 days of the date on which they were incurred.

### C. Benefits

This section describes the benefits currently offered to employees of Future In Sight. Except where indicated, these benefits are only available to full-time employees. Some differences exist in Paid Holiday benefits and Vacation Leave benefits (Sections IV.C. 1 & 4; [Paid Holidays](#) & [Vacation leave](#) ) for Educational Services employees who work on a “School Year Schedule”. This section also does not apply to temporary and per-diem employees whose benefits, if any, will be limited to those stated in writing by the President.

Some of these benefits are described in more detail in Summary Plan Descriptions and in official plan documents, such as the certificates of coverage prepared by insurance companies. The Summary Plan Description and official plan documents contain information about eligibility, coverage, deductibles, and premiums. Please read these documents carefully; if there is a discrepancy between this Handbook or the Summary Plan Description and the official plan documents, the official plan documents will supersede.

Future In Sight reserves the right, at its discretion, to change the nature of the benefits offered to employees, or to change insurance carriers, deductibles, premiums, or other features of any benefit. In addition, Future In Sight may decide to discontinue one or more benefits. Covered employees will be notified of such changes or discontinuations.

#### 1. Paid Holidays

For all employees **except those on “[School Year Schedule](#)”**

FUTURE IN SIGHT observes 10 holidays per year. See current calendar year holiday schedule.

Full-time employees are paid for each observed holiday (or substitute day off.) Part-time employees are entitled to be paid for only those designated holidays, substitute days off, or portions thereof on which they would ordinarily work, according to their regular, approved schedules

***Employees on “School Year Schedule”***

**This section applies to Educational Services employees hired on a full-time “School Year Schedule” and are exempt employees. Non-exempt employees hired on a “School Year Schedule” working 20 hours or more will receive a proration based on hours worked.** Work schedules for these employees are intended to follow, as closely as possible, the schedules of schools which the employees’ students attend.

## **2. Personal Days**

In addition to the holidays designated by Future In Sight, full-time employees are entitled to two personal days, which are paid days off that the employee may take at any time (with at least two weeks' advance notice and your supervisor's permission), in order to celebrate religious or other holidays not on our list, attend to personal business, or use for any other purpose. Part-time, per-diem and temporary employees are not entitled to floating holidays.

\*\* Election Day (Presidential) is a floating day for full-time employees. The full-time employee must take the floating day within the calendar year of the presidential election.

## **3. Emergency Closings**

At times, emergencies such as severe weather, fires, power failures, or earthquakes, can disrupt FUTURE IN SIGHT operations. In extreme cases, these circumstances may require closing of a work facility.

When operations are officially closed due to emergency conditions, the time off from scheduled work will be paid.

In cases where emergency closing is not authorized, employees who fail to report for work will not be paid for the time off. Employees may request available paid leave time such as unused vacation benefits.

Employees in essential operations may be asked to work on a day when operations are officially closed. In these circumstances, employees who work will receive regular pay.

#### **4. Vacation leave**

Regular full-time employees will earn vacation leave at the rate of 1 2/3 days per month. Regular part-time employees whose regular work schedule calls for 20 or more hours per week will earn vacation leave on a pro-rated basis using a ratio of regular part-time work hours per week to 37.5 hours. Temporary employees are not entitled to vacation leave.

Vacation leave is earned by employees during the introductory period but not granted until the three-month introductory period is successfully completed. Vacation must be requested in writing and approved by the supervisor with notice. Vacation leave must be taken within the calendar year or be forfeited with the exception of a maximum of ten (10) days which may be carried over into the next calendar year.

All accrued unused vacation leave computed at an employee's rate of compensation will be paid to the employee upon termination of employment or to his/her estate in the event of death of the employee. Except for unforeseen emergencies, vacation time should be scheduled as far in advance as possible. Earned vacation shall be taken at times mutually acceptable to the employee and his or her supervisor. All vacation leave requests must be approved by department supervisors in advance.

#### ***Employees on “[School Year Schedule](#)”***

Work schedules for “School Year Schedule” employees are intended to follow, as closely as possible, the schedules of schools which the employees’ students attend. Vacation leave should be taken during these periods unless otherwise approved by the employee’s supervisor.

If, during the February winter break period, the employee has students in school districts which have 2 different vacation weeks, the employee and supervisor should work together to determine when the leave should be taken.

During summer break, the employee may be offered additional compensation to provide services for students. If the employee chooses to accept the offer, the employee will be paid at an hourly rate for hours worked in addition to the employee's regular salary.

## **5. Medical/Sick Leave**

Sick leave with pay is a policy on the part of FUTURE IN SIGHT to compensate eligible employees during periods of absence from work due to personal illness or injury or that of an immediate family member. Leave slips will be completed and approved for all sick leave. If medical and dental appointments cannot be arranged outside working hours, sick leave may be used.

Full time employees accrue sick leave at the rate of 1 1/4 days for each full month of employment (15 days annually). Sick leave is cumulative to a maximum of 90 working days. Regular part-time employees whose regular work schedule calls for 20 or more hours per week will earn sick leave on a pro-rated basis using a ratio of regular part-time work hours per week to 37.5 hours<sup>1</sup>. Temporary or per-diem employees are not entitled to paid sick leave benefits.

Any employee who is unable to report for work due to illness or injury must promptly notify his or her supervisor. Following an absence of 5 days or more an employee is required to provide a physician's certification of illness or injury to substantiate eligibility for sick pay, or ability to resume employment. Additionally, FUTURE IN SIGHT has the right to send an employee home in the event an employee's presence poses a potential

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<sup>1</sup> Policy Effective 9/1/2011

health hazard to the employee or others. Accumulated sick leave will not be [paid on termination of employment](#) or retirement.

If an employee receives [Worker's Compensation](#) during a medical leave, the amount of sick leave salary will be adjusted accordingly.

## **6. Leave of Absence without pay**

Employees with one or more years of consecutive employment may request unpaid leave not covered by any of the other policies included herein, by filing a written request with the President. The request must state the reason the leave is needed, the intention to return to employment with FUTURE IN SIGHT, and the specific dates. The President may grant or deny the request, in his/her discretion, depending on the circumstances of the request and/or the needs of FUTURE IN SIGHT. All employee benefits will cease during the leave of absence, however, if permitted by FUTURE IN SIGHT's group health insurance plan, the employee may choose to retain coverage by paying the premiums to FUTURE IN SIGHT.

An employee does not accrue [personal leave](#), [vacation leave](#), or [sick leave](#) while on unpaid leave. If a request for unpaid leave is granted Future In Sight will, in its discretion, determine whether any benefits will continue through the leave, and at what cost, if any, to the employee. This will depend upon a number of factors, including the nature and extent of the leave.

## **7. Maternity Leave**

Pregnancy related leaves of absence will be treated as any other medically required absence from work.

## **8. Jury Duty and Subpoenaed Witness**

If you are selected for jury duty you will be placed on leave. During the first four weeks of this leave period FUTURE IN SIGHT will pay the difference between the your regular earnings and your jury pay while on jury duty so long as you give your supervisor notice of your selection for jury duty within three business days of receiving the notice. After the first four weeks the leave will be unpaid. A signed statement from the Clerk of Court must be

submitted to the Business Office at the end of jury duty for adjustment of wages.

## 9. Military Leave

A regular full-time employee who holds a military reserve or National Guard assignment and is required to serve a period of training has the following options regarding compensation during this time: a) to charge the absence to accrued vacation time, if available, or b) to receive from FUTURE IN SIGHT the difference between military pay and regular salary, provided that total compensation from military pay and FUTURE IN SIGHT pay does not exceed regular salary.

Active Duty for Training: Before such leave starts the employee must provide the Business Office a copy of official orders. Upon return, the employee must provide proof of total military compensation in order to receive any salary differential.

If a full-time employee is drafted, enlists, or is called into active duty in the US Armed Forces a leave of absence will be granted without pay, with rights of re-employment under the Universal Training and Service Act.

## 10. Emergency Leave/Funeral Leave

Any employee called away from work due to an emergency (meaning a situation involving a sudden illness of emergency nature of a family member where the employee's presence is required) will be given the remainder of the day off with pay. Any additional days off must be taken as leave or time off without pay. Employee must contact supervisor at earliest possible opportunity to secure approval and must take such additional days off from personal time, earned vacation leave, or as time off without pay. For emergency leave that involves less than 30 days of time off without pay, employee's [benefits](#) are maintained by FUTURE IN SIGHT . Earned [sick time](#) may not be taken as emergency leave.

When a death occurs in a full-time employee's immediate family, the employee will be granted leave with pay according to the following schedule:

<u>RELATIONSHIP</u>	<u>AMOUNT OF LEAVE UP TO:</u>
Spouse or child	5 Days
Parent, Grandparent	3 Days
Grandchild, Brother, Sister	3 Days
Other Relatives/In-Laws	1 Day

Part-time employees may request unpaid leave of their supervisor. In the event of special circumstances to which the above rules do not apply the President has the authority to make individual arrangements with the employee.

## **11. Retirement Benefits**

FUTURE IN SIGHT has a 403(b) tax deferred annuity retirement plan. FUTURE IN SIGHT will match employee contributions up to 5% of gross payroll for employees regularly working 20 hours or more. The employee is allowed to make contributions up to the maximum allowed by law. The employee's gross salary is reduced (for income tax purposes) by the amount the employee contributes to the plan. Taxes will be due upon election of an option for payment or withdrawal of funds in a lump sum. Employees are immediately vested. Retirement contributions by FUTURE IN SIGHT will begin on the first payroll period following the first of the month after six months of employment. (For details of this plan please see the Business Office).

## **12. Health Insurance**

FUTURE IN SIGHT will provide Health Insurance for full-time employees to be effective on the first of the month following date of hire. FUTURE IN SIGHT may offer one or more options for coverage which may require a contribution from the employee toward the cost of the monthly premium. Employees who have other health plan coverage may choose to “opt out” of FUTURE IN SIGHT health plan. Such full-time employees will receive a monthly payment in exchange for “opt out”. Family coverage or the two-person plan may be obtained if desired, with the employee paying the additional premium through payroll deduction.

Part-time employees working a minimum of 20 hours may choose to be in FUTURE IN SIGHT 's healthcare plan by paying 50% of the cost of single coverage. Family coverage or the two-person plan may be obtained if desired, with the employee paying the additional premium through payroll deduction.

Non-exempt employees who work the [“School Year Schedule”](#) are eligible to participate in FUTURE IN SIGHT Health Plan by paying 50% of the cost of single coverage. Family coverage or the two-person plan may be obtained if desired, with the employee paying the additional premium through payroll deduction. Such employees are responsible for the payment of any premiums which are due during any period in which the employee does not receive wages. Payment arrangements for medical premiums must be made with the Business Office immediately upon the realization that premiums will not be collected through wages by either the employee or the Business Office.

Employees also may purchase other health insurance plans at group rates, e.g. dental insurance.

### **13. Workers Compensation Insurance**

FUTURE IN SIGHT provides Worker's Compensation Insurance benefits to employees sustaining an injury at work in accordance with the laws of the State of New Hampshire. Accidents on the job must be reported immediately to the employee's supervisor and an official accident report filed by the employee and the supervisor within 24 hours.

### **14. Unemployment Insurance**

Every employee is covered under the provisions of the State of New Hampshire Unemployment Laws.

### **15. Life Insurance**

FUTURE IN SIGHT provides group life insurance for full-time employees, effective as of the 1<sup>st</sup> of the month following the date of hire with coverage being equal to twice the employee's annual salary with a maximum of \$100,000<sup>2</sup>. The employee has the privilege of obtaining an individual policy

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<sup>2</sup> Coverage decreases after age 65

of life insurance if application is made and premiums are paid within 31 days of the date of termination of a member's employment or cessation of group life insurance coverage. See the Business Office for more information.

## **16. Long-Term Disability Insurance**

FUTURE IN SIGHT will provide long-term disability insurance for full-time employees effective as of the 1<sup>st</sup> of the month following the date of hire. See the Business Office for details.

## **17. Social Security**

As required under the Social Security Act, both the employee and FUTURE IN SIGHT are taxed shared amounts to provide retirement benefits. The amount the employee is taxed will be deducted from his/her paycheck.

## **18. Automobile Insurance – Non-Ownership Liability**

FUTURE IN SIGHT provides non-ownership liability insurance for employees who need to use their own vehicles in FUTURE IN SIGHT business. This liability coverage provides supplementary insurance beyond the limits of the employee's own auto insurance. Each employee who uses a personal auto in performance of their duties is required to maintain a minimum insurance of \$100,000/\$300,000 for bodily injury liability, and a minimum of \$100,000 property damage liability. In order to receive mileage reimbursement, employees must submit proof of insurance to the Business Office certifying adequate coverage.

The employee must carry his insurance card in the vehicle.

## **V. Employee Job Performance and Conduct**

Performance reviews of employees will be conducted on a regular basis, although usually a new employee will be reviewed at the end of the first three months, as well. Performance reviews are intended to identify both those aspects of the job which are being performed well and those aspects that need attention. They are also a formal opportunity for you to express any concerns you might have about the job or about your employment with Future In Sight. However, if you do have concerns, there is no need to wait

until your next review to express them; your supervisor is available to meet with you about issues, problems or questions related to your employment.

In addition to expecting employees to perform their jobs competently and reliably, Future In Sight expects employees to conduct themselves in a professional, ethical and responsible manner that reflects well upon Future in Sight, that promotes a spirit of willing cooperation and teamwork among employees, and that is respectful of the clients, volunteers, and members of the public with whom we interact. Failure to do so may lead to corrective action, including dismissal.

Although it is impossible to anticipate in advance every possible kind of misconduct that would be of concern to Future in Sight and which could lead to corrective action, including dismissal, the following are examples:

1. Violation of any of the policies described in this Handbook, or otherwise communicated to employees.
2. Conduct, including speech, that physically harms or threatens others or that is abusive to or disrespectful of Future in Sight's directors, employees, contractors, clients, volunteers or other persons involved with Future in Sight.
3. Failure to adhere to the work schedule that has been established for you. This includes absence without notice given to Future in Sight except where an emergency prohibited the giving of such notice and notice was given as soon as reasonably possible.
4. Failure to be honest in your communications with Future in Sight; falsifying records or other documents.
5. Theft or misappropriation of property owned by Future in Sight, a co-worker, a client, or anyone else who has property that you may come into contact with through your employment.
6. Unlawful conduct during non-work hours that might lead our clients or the public to lose confidence in you or in Future in Sight
7. Insubordination.
8. Failure to conduct yourself in a professional and cooperative manner

while carrying out your duties.

9. Disregard or infraction of the policies and procedures of Future in Sight, including department policies, procedures and safety rules and regulations.
10. Neglect of duty; failure to perform your responsibilities in a manner acceptable to Future in Sight.

## **VI. Corrective Action; Dismissal**

When performance issues are identified with respect to an employee, or when instances of unacceptable conduct occur, or when for any reason the employment relationship has become problematic from the point of view of Future in Sight, any of a variety of steps might be taken. In some cases, the employee might be given an oral or written warning; in other cases, immediate suspension (with or without pay), demotion, dismissal or other corrective action might take place. Future in Sight reserves the right to determine what it believes is an appropriate response, and to implement it.

### **A. Grievance Procedure**

If an employee who has been continuously employed by Future in Sight for at least six months and is not a [temporary employee](#), feels that inappropriate corrective action has been taken against him/her, and the employee has been unable to resolve the matter informally by speaking with the supervisor, the employee may file a written grievance with the President within 10 working days of the taking of the action. The President will conduct an investigation of the incident, where appropriate, and will generally provide a written response to the employee within 30 days. If more time is needed to respond to the complaint, the person filing the complaint will be so notified. The decision of the President is final.

The filing of a grievance does not operate to suspend the action being complained of. For instance, if the employee is complaining that he/she was unfairly suspended without pay, he/she will remain suspended without pay for the period initially determined, unless and until the President reverses the

decision leading to the suspension. Similarly, Future in Sight has no obligation to keep a terminated employee on the payroll or enrolled in any benefits not ordinarily available to terminated employees, pending completion of the grievance process. However, if the action is reversed, the President may determine, in his/her discretion, that the employee should be reimbursed for some or all of the pay and/or benefits lost during the interim.

## **VII. Separation from Employment**

As stated above, all employees of Future in Sight are employed at will, meaning that they and the employer may terminate the employment relationship at any time, with or without cause. The following policies apply to those who are separating from Future in Sight's employment.

### **A. Notice**

Employees are asked to give at least two weeks' notice of resignation. Some employees, upon hiring, will be asked to give more notice than two weeks, because of the nature of their employment. Future in Sight reserves the right to pay a resigning employee for the notice period, but to prohibit the employee from working for Future in Sight during that time.

### **B. Lay-offs**

There may be times when Future in Sight determines that it is necessary to make cutbacks or reductions in staff, leading to the lay-off of one or more employee. In determining which employee(s) shall be laid off, Future in Sight may consider any and all factors that it deems relevant, including, without limitation, the needs of Future in Sight.

### **C. Pay upon Termination**

Upon voluntary or involuntary termination of the employment relationship, regardless of the reason, the employee will be paid any wages earned but not yet paid, including any accrued but unused vacation pay. This payment will be made at the time of termination in lieu of extending the termination date and running out accumulated time in absentia. The employee will not be paid for accrued but unused sick leave. All FUTURE IN SIGHT property, including keys, must be turned into the supervisor or Business Office.

## **D. Exit Interview**

An "exit interview", including eligible employee benefits, will be conducted at an appropriate time. It is expected that all employees work (case records, reports, et al), be brought up to date before leaving employment.

## **E. Use of Grievance Procedures in Cases of Termination**

Employees (other than temporary employees) who have been employed for at least six consecutive months and who are dismissed from employment may use the Grievance Procedures described in Section X below to challenge the dismissal. However, Future in Sight is not required to keep such employees on the payroll or enrolled in any benefits plan pending completion of the Grievance Process.

Temporary employees and employees who have not completed at least three months of continuous employment with Future in Sight are not entitled to use the formal Grievance Procedure outlined above, but are encouraged to discuss any concerns they may have with their supervisor.

## **VIII. Confidentiality**

Future in Sight and its employees have an ethical and legal obligation to respect the privacy of its clients, and to protect and maintain the confidentiality of all information learned about our clients, their family members and friends in the course of providing services to them.

Client records are legally protected, confidential records and must be treated as such. This means that client records maintained by Future in Sight must be kept in the locked file room at all times except when they are being reviewed or supplemented by an authorized employee. Client records should never leave the building and will be signed out when removed from the file room area.

Client records and client-related business (including the names of clients) should not be discussed with or disclosed to anyone except: co-workers who are specifically authorized to have access to such information; your supervisor; the President; any person authorized by the client to obtain information about the client from you (any such authorization must be in writing in a form approved by

the President and must be retained in the client file); or any person with whom the President has authorized you to share the information. As tempting as it may be at times, it is illegal, unethical, and a violation of our Confidentiality Policy for you to discuss client matters with your friends, spouse, relatives, or anyone else, except those persons listed above, unless you are ordered to do so by a court or otherwise required to do so by law. If someone is insisting on obtaining information from you about a client, and the client has not authorized the disclosure, refer the matter to the President or the Director of Program Services.

Violations of Future in Sight’s policies concerning confidentiality are considered very serious, and may result in disciplinary action, up to and including termination.

## **IX. Reporting Abuse or Neglect**

Under New Hampshire law, any person who has reason to suspect that a child has been sexually, physically, or psychologically abused or neglected is required to report to the State the suspected abuse or neglect. The report is to be made immediately upon forming the suspicion of abuse or neglect and is to be followed by a written report within 48 hours.

Similarly, any person who has reason to believe that an incapacitated adult has been subjected to physical abuse, neglect or exploitation, or is living in hazardous conditions, immediately, must orally report the suspected abuse, neglect or hazard to the State. <sup>3</sup> The oral report must be followed immediately by a written report. If the appropriate State office is not open because it is a weekend or after hours, the report should be made to local law enforcement.

Failure to comply with the above reporting requirements is a misdemeanor under New Hampshire law.

While this legal obligation falls on each employee individually, Future in Sight needs to know whenever your employment brings you into contact with any situation in which you suspect abuse or neglect of a child or incapacitated adult. In such circumstances, report your suspicions immediately to your supervisor or the President. Do not wait until the next business day; call your supervisor or the

President at home if they are not at work. If neither your supervisor nor the President may be reached, report the matter immediately to the Chairman of the Board.

However, if for any reason you are unable to confer immediately with your supervisor, the President, or Chairman of the Board; do not delay in making your report to the State.

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<sup>3</sup> *The word “immediately” is not defined in the statute. However, officials at the Division of Adult & Elderly Services, indicated that they interpret the word literally, and that the report should be made as soon as the abuse/neglect is discovered. When you make the oral report, you can ask how quickly the written report must be filed.*

## **X. Discriminatory Harassment**

It is a violation of both federal and state law to harass anyone at work because of their race, age, religion, sex, disability, or national origin. Future in Sight is committed to maintaining a workplace that is free of any such harassment.

If you believe that you have been subject to discriminatory harassment by a co-worker, supervisor, volunteer, client, vendor, or by anyone else during the course of your employment, please report your concerns immediately to your supervisor or President. Retaliation against an employee by any person under Future in Sight’s control, for filing a bona fide complaint of discriminatory harassment or for providing information in good faith regarding another employee's complaint, will not be tolerated.

Once a complaint of discriminatory harassment has been filed, an investigation will be conducted. The nature and extent of the investigation will depend upon the complaint; the intent is to obtain further information about the events/conduct complained of, to enable the person(s) named in the complaint to tell their side of the story, to determine whether discriminatory harassment has in fact occurred, and to develop an appropriate resolution. You may be asked to put your complaint in writing, or the person with whom you discuss your complaint might take notes

and ask you to sign them. All employees are expected to cooperate with any Future In Sight-sponsored investigation of a complaint of discriminatory harassment, upon the request of the President.

Any employee who is determined to have committed discriminatory harassment or retaliation or who fails to cooperate with a Future In Sight-sponsored investigation of discriminatory harassment or retaliation will be subject to disciplinary action, up to and including termination.

## **A. Sexual Harassment**

Sexual harassment is a form of discriminatory harassment and will be treated in accordance with the discriminatory harassment policy outlined above. However, because it is the subject of a great deal of controversy and misunderstanding, we have chosen to define it in more detail in this Handbook. Sexual harassment is unwelcome conduct of a sexual nature when:

- (a) submission to such conduct is made (explicitly or implicitly) a term or condition of the individual's employment; or
- (b) submission to or rejection of such conduct is used as the basis for employment decisions affecting the individual; or
- (c) the conduct has the purpose or effect of unreasonably interfering with the individual's job performance or creating an intimidating, hostile, or offensive working environment.

Examples of some of the kinds of conduct that violate our Sexual Harassment policy include:

1. Sexual assaults, including rape and molestation, and attempts or threats to commit these assaults
2. Unwanted, intentional contact of a sexual nature, such as touching, pinching, patting, grabbing, kissing, brushing against or poking a person's body
3. Unwanted sexual advances, propositions or comments, including sexually oriented gestures, jokes or comments about a person's sexuality or sexual experience

4. Preferential treatment or the promise of preferential treatment to an employee for engaging in sexual conduct
5. Displaying or publicizing pictures, posters, reading materials, calendars, objects, etc., that may be perceived as sexually suggestive, sexually demeaning or pornographic.
6. Disciplining or retaliating against an employee in any way because he or she has resisted, reported or complained about sexual harassment.

If you feel that you have been sexually harassed during the course of your employment, or if you believe you have witnessed another employee being sexually harassed, report your concerns immediately, as described in the Section XIV, above, "Discriminatory Harassment". The procedures outlined in that section will apply.

## **XI. Drug Free Workplace**

Future in Sight is committed to the well-being of our employees, to the safety of the workplace, and to provision of high-quality services to our clients. For all of these reasons, we cannot tolerate the unlawful possession, use, manufacture, distribution, or dispensation of controlled substances in the workplace or during work time. Moreover, employees must come to work free from the influence of alcohol, illegal drugs, and unlawfully used prescription medications.

If you suffer from a substance-abuse problem and wish to seek help, you may discuss the problem with your supervisor or the President and/or take advantage of the drug treatment and rehabilitation services to the extent as may be covered by FUTURE IN SIGHT 's health insurance plan(s).

Any employee's request for assistance will be treated in strictest confidence by FUTURE IN SIGHT 's management. If an employee violates any of FUTURE IN SIGHT 's policies, involvement in treatment may not alter the decision for disciplinary action.

Any employee who violates this Drug Free Workplace Policy will be subject to disciplinary action, up to and including dismissal. Legal consequences may follow, as well.

Under federal law, any employee who is convicted of a criminal drug statute violation occurring in the workplace must notify his/her employer of the conviction within 5 days. We, in turn, would be required to notify any federal FUTURE IN SIGHT that provides grant money or a contract.

## **XII. Smoking Policy**

In order to provide a healthy environment for our staff, volunteers, clients, and visitors, we have prohibited smoking throughout our facilities and grounds. Any employee who smokes within our facilities or in any part of FUTURE IN SIGHT's property will be subject to discipline, up to and including termination.

Moreover, under New Hampshire law, people who smoke in areas where smoking is prohibited under a workplace smoking policy are subject to fines of no less than \$100.00.

If you have any questions about our Smoking Policy, please speak with the President. Like all of the policies contained in this Handbook, this Smoking Policy is subject to change.

## **XIII. General Policies, Rules and Regulations**

### **A. Outside Activities & Compensation**

To avoid actual or appearance of conflict of interest, any employee who engages in activity in any field directly related to the Future In Sight's work, must have prior approval from the President. This includes consultation, speeches, participation in workshops, conferences, and related work done by FUTURE IN SIGHT staff on their own time. If done during normal working hours, any fee or contribution for such activity will be paid to the Future In Sight.

### **B. Use of Telephone**

Employees are discouraged from placing or receiving personal calls during business hours. Excessive personal use of phones (incoming and outgoing) will be subject to disciplinary action.

#### **1. Cell Phone Use**

In the interest of the personal safety of employees and the safety of all it is a policy of Future in Sight that staff will not use cell phones while operating a motor vehicle in the conduct of their duties. If you wish to make or receive a call, pull your car well off the road in a safe manner and place. Failure to observe this policy may result in FUTURE IN SIGHT revoking your phone (or opt out payment if you use your own personal phone) or other disciplinary action up to and including dismissal depending upon the nature of the infraction.

### **C. Professional Conduct**

FUTURE IN SIGHT expects an employee to support the goals and purposes of FUTURE IN SIGHT in the following respects:

(1) To participate creatively in the development of policies and practices which will strengthen FUTURE IN SIGHT 's administrative and service programs through meaningful involvement in staff meetings and conferences?

(2) To belong to and participate in appropriate professional organizations; to attend meetings and classes; to study professional literature as it pertains to current developments in practices and techniques.

(3) To conduct oneself on the job in an ethical manner, and (4) to conserve FUTURE IN SIGHT 's physical facility, equipment and material resources.

### **D. Attire**

Future In Sight and as a professional of FUTURE IN SIGHT, is constantly dealing with the public. Therefore, appropriate attire should be worn at all times by all staff. For example: for Management, Administration, and Social Service staff business attire includes business suits, dresses, well-fitting and tailored slacks, shirts, blouses, sweaters, sport jackets and ties. For Occupational Therapists, Vision Rehabilitation Specialists, Rehabilitation Teachers, Orientation & Mobility Instructors and other training staff - we well understand the need for your own mobility and flexibility in performing your job function as well as weather conditions in which you have to perform them. All manner of neat clothing would be appropriate with the exception of ill-fitting attire which

might present a negative image for FUTURE IN SIGHT , i.e. short skirts, cut-offs, spandex or tight fitting pants, revealing shirts or blouses or clothes that are loose fitting in the extreme. For presentations, all staff is expected to wear business attire when representing FUTURE IN SIGHT at conventions, symposiums and conferences as a speaker, presenter, or participant. At no time will ill-fitting or provocative attire be acceptable.

## **E. Health & Safety of employees**

Health and safety conditions and practices on FUTURE IN SIGHT premises are recognized as the mutual obligation and responsibility of both FUTURE IN SIGHT and the employees. FUTURE IN SIGHT shall maintain conditions of health and sanitation, and require protective and safety measures in conformity with the laws and regulations applicable to its operations. Likewise, employees shall fully acquaint themselves with, and strictly adhere to, the health and safety rules and regulations established by FUTURE IN SIGHT .

## **F. Reference Inquiries/ Credit Checks**

All written inquiries made by outside parties (potential employers, banks, credit agencies, etc.) with regard to employment history of former or present employees will be directed to the Business Office. A response to these requests must be authorized in writing by the employee

## **G. Access & Solicitation**

All written inquiries made by outside parties (potential employers, banks, credit agencies, etc.) with regard to employment history of former or present employees will be directed to the President. A response to these requests must be authorized in writing by the employee. For the purpose of this policy, unauthorized solicitation is defined as the solicitation of support, money, time or action for any purpose which is not part of our FUTURE IN SIGHT's mission or purpose.

## **H. Technology**

Over the years we have invested heavily to bring a high level of technology to FUTURE IN SIGHT. The following practices and policies are in place to

provide for smooth operations, avoidance of possible liability, the integrity and confidentiality of FUTURE IN SIGHT information and data, to avoid additional costs due to errors, and to protect our service maintenance and warranty insurances:

- Hardware, other than portable computers, is not to be taken out of the building or moved around inside the building.
- No customizing of menus or applications software or changing of passwords/access codes is to be carried out without the permission of the President.
- All staff will perform regular backups of their data and systems.
- Software and/or documentation in any format is not to leave the Future In Sight premises. Likewise, no software is ever to be downloaded from the Internet, bulletin boards, or other sources on to FUTURE IN SIGHT computers.
- Staff is not to access FUTURE IN SIGHT network by unsecured Wi-Fi connections.
- As we implement communications with the outside world, specific policies will be implemented in advance.
- Only approved software will be installed on FUTURE IN SIGHT computers. If additional software is needed consult with the President. No one may delete software without permission.
- No data, documents, or programs from outside FUTURE IN SIGHT 's system may be loaded on FUTURE IN SIGHT computers without the permission of the President and the performance of a virus check.
- No non-staff persons (including paid or volunteer consultants) are allowed to use or advise on the operations of FUTURE IN SIGHT computers unless authorized by the President. Only authorized persons will be allowed to assist with maintenance and problem solving.

All staff must be sensitive to the intellectual property rights of FUTURE IN SIGHT and the privacy rights of clients in connection with client and services files, financial and contributor files, and FUTURE IN SIGHT software. Abuse

of these rights or violation of the above policies may be cause for immediate dismissal.

### **I. Conflicts of Interest**

Employees of Future in Sight must obtain the prior consent of their supervisor before accepting other work to be performed concurrently with their work at FUTURE IN SIGHT (i.e. a "moonlighting" job). This requirement is to serve two purposes: (a) to ensure that the employee does not become involved in a conflict of interest and (b) to ensure that the employee is able to devote sufficient time and effort to perform effectively his/her work with Future in Sight.

### **J. Reverse Discrimination**

These policies shall not be expanded or implemented in such a way as to discriminate against any persons or groups in an effort not to discriminate against other persons or groups.

### **K. Adoption**

These policies, adopted by the Board of Directors of Future in Sight on March 23, 1978, will be revised as necessary to reflect experience, change in laws and regulations, and a better understanding of effective approaches that will assure equal opportunities for all persons involved.

## **XIV. Policy Revisions**

Revised 03/1978

Revised 07/1990

Revised 03/1992

Revised 07/1994

Revised 07/1998

Revised 07/2002

Revised 09/2003

Revised 12/2006

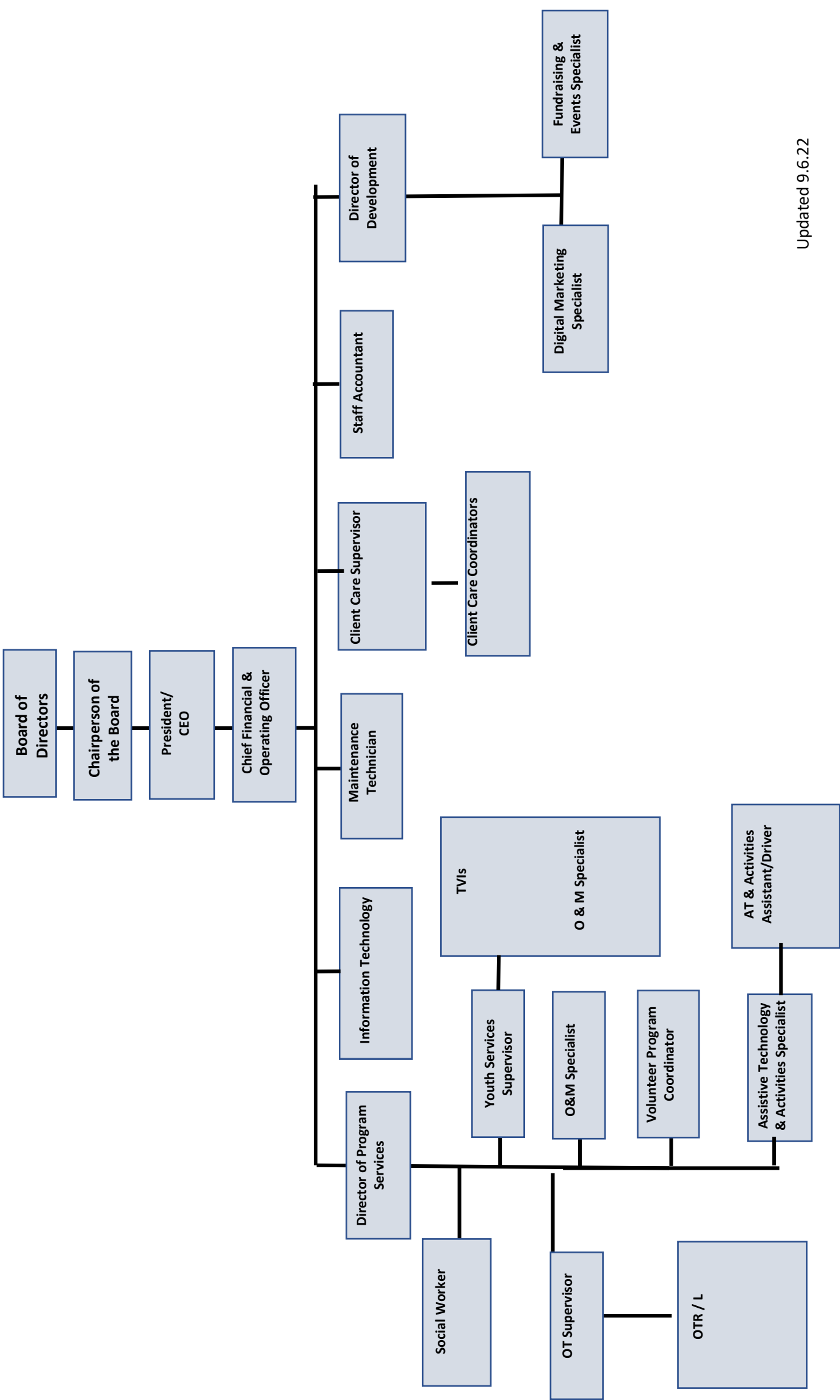
Revised 10/2007

Revised 08/2009

Revised 08/2010

Revised 09/2016

# Appendix



## 2. Equal Opportunity/Affirmative Action Policy and Plan

### Purpose Statement:

The purpose of Future in Sight’s Equal Opportunity Policies is to ensure the right of all persons to work in, participate in, and receive the assistance provided by FUTURE IN SIGHT without regard to race, color, religion, sex, age, national origin, or any other consideration prohibited by law. These policies protect 1) any person employed by or seeking employment with FUTURE IN SIGHT ; 2) any person participating in, or seeking to participate in, a policy making, planning or advisory body of FUTURE IN SIGHT , or serving in any voluntary capacity.

In order to provide equal employment and advancement opportunities to all individuals, employment decisions at FUTURE IN SIGHT will be based on merit, qualifications, and abilities. FUTURE IN SIGHT does not discriminate in employment opportunities or practices on the basis of race, color, religion, sex, national origin, age, disability, or any other characteristic protected by law.

FUTURE IN SIGHT will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship. This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

Any employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of their immediate supervisor or the President. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment. Future in Sight also has a policy prohibiting [discriminatory harassment](#), including [sexual harassment](#). This policy is described in Section XV of this manual.

### A. Statement of Policies

### **1. Equal Opportunity in Employment**

It is the policy of Future in Sight to seek and employ qualified persons, to provide equal opportunities to all aspects of employment, and to administer all personnel activities in a manner that will not discriminate against any person because of race, color, religion, sex, age, national origin, or any other consideration prohibited by law.

### **2. Equal Opportunity in the Provision of Services**

It is the policy of Future in Sight to make no distinction in the provision of FUTURE IN SIGHT services to eligible persons because of race, color, religion, sex, age, national origin, or any other consideration prohibited by law.

## **B. Implementation of Equal Opportunity Policies: General:**

The Board of Directors of Future in Sight retains overall responsibility for Equal Opportunity Policies.

The implementation of these policies is delegated as a responsibility of the President Future in Sight.

The President will monitor all aspects of FUTURE IN SIGHT 's operations to ensure that these policies are being observed and to determine if additional affirmative efforts are necessary.

## **C. Employment Practices**

### **1. Recruitment**

When any position for employment with Future in Sight is available, FUTURE IN SIGHT will seek qualified applicants without regard to race, color, religion, sex, age, national origin, disability or any other consideration prohibited by law.

- a. Advertisements will be placed in media chosen to reach qualified persons, including minorities and women. All employment advertisements will contain the phrase, "An Equal Opportunity Employer."

- b. FUTURE IN SIGHT's employment application will notify applicants that there will be no "discrimination on the basis of race, color, religion sex, age, national origin, or any other consideration is prohibited by law."

## **2. Hiring, Placement and Promotion**

All hiring, placement and promotion of applicants and employees will be made on the basis of individual ability and performance as well as the staffing needs of Future in Sight, consistent with the commitment to equal opportunity that is set forth in this Statement of Equal Opportunity Policies.

## **3. Benefits and Compensation**

All compensation and fringe benefits, including access to training and educational programs for employees of , will be determined within the commitment that is set forth in this Statement of Equal Opportunity policy.

## **4. Program Evaluation**

Future in Sight, through its administrative and supervisory structure, will provide for the continual auditing, monitoring, and evaluation of FUTURE IN SIGHT personnel and client records to ensure compliance with all Equal Opportunity Policies.

## **5. Complaint Procedure**

Future in Sight has developed and implemented a procedure to provide orderly methods for the prompt and peaceful settlement of complaints about the implementation of these policies.

## **D. Provision of Services**

Future in Sight will not, on the grounds of race, color, religion, sex, age, national origin, disability, or any other consideration prohibited by law:

- a) Deny services to any eligible person
- b) Provide services to a person different in form or manner from that provided to others unless required by the unique circumstances of the

recipient

- c) Treat differently any person in determining whether he or she is eligible for services
- d) Deny a person the opportunity to participate as a member of a policy-making, planning or advisory body or
- e) Establish services at locations with the expressed purpose or effect of excluding persons from the benefits of services.

### **3. FUTURE IN SIGHT POLICY GOVERNING “WHISTLEBLOWER” PROTECTION**

Future In Sight is committed to facilitating open and honest communications relative to its governance, finances, and compliance with all applicable laws and regulations. Accordingly, the Board of Directors of Future In Sight adopts the following policy concerning the protection of “whistleblowers,” in order to strengthen its existing policies and procedures, maintain and exemplify “best practices,” and comply with applicable laws and regulations:

1. Future In Sight encourages its employees and volunteers (including members of the Board of Directors) to bring instances of improper conduct to the attention of a responsible person who can be counted upon to investigate the problem promptly and fairly. Instances of improper conduct include, but are not limited to, the following:
  - Theft
  - Fraudulent, intentionally misleading, or negligent financial reporting
  - Improper or undocumented financial transactions
  - Forgery or alteration of documents
  - Improper destruction of records
  - Improper use of Future In Sight assets
  - Improper access to or use of confidential donor information
  - Violations of Future In Sight’s conflict-of-interest policy
  - Abuse of or discrimination against Future In Sight employees, clients, vendors, or volunteers
  - Failure of Future In Sight to provide reasonable accommodation for disability or religious belief

2. A Future In Sight employee or volunteer who, in good faith and with reasonable grounds or suspicion, reports improper conduct (the “Whistleblower”) will not be fired or otherwise retaliated against for making the report, as more specifically described below.
3. A confidential - and anonymous if so desired - report of improper conduct can be made to the Chair of the Board of Directors or the Chair of the Audit Committee of the Board of Directors in the following ways:
  - A written report
  - An email message
  - A telephone call
  - A personal meeting

The contact information for the [Board Chair and the Audit Committee Chair](#) is attached to this policy and will be updated from time to time as necessary.

4. The report will be taken seriously. Once a report is received, the [Board Chair](#) or the [Audit Committee Chair](#) immediately will notify the Audit Committee and the Board Chair (if the report is made to the Audit Committee Chair). As appropriate based on the manner in which the report is received, the Audit Committee Chair will notify the Whistleblower to acknowledging receipt of it, unless the report has been submitted anonymously. The Audit Committee will investigate the report and, in doing so, has the authority to retain legal counsel, accountants, private investigators, and any other resources as appropriate, and to refer the matter to another appropriate Committee of the Board of Directors. The person or persons charged with alleged impropriety shall be given an opportunity to respond to the allegations in person or in writing.
5. Following the investigation, Future In Sight will:
  - Provide the Whistleblower (unless he or she remained anonymous) with a summary of the findings
  - Take appropriate steps to deal with any conduct found to be improper, including making operational or personnel changes; or justify why corrective action is not necessary
  - If warranted, contact law enforcement to deal with any suspected criminal activities
6. All reports will be handled by Future In Sight with sensitivity, discretion, and confidentiality to the extent allowed by the circumstances and the law.

Accordingly, in general, reports will be shared only with those who have a need to know in order to conduct an effective investigation. Should disciplinary or legal action be taken against a person found to have engaged in improper conduct, that person may have the right to know the identity of the whistleblower.

7. Even if the matter is determined not to constitute improper conduct, a Whistleblower who acts in good faith and with reasonable grounds or suspicion will not be subject to any punishment – such as firing, demotion, suspension, reprimand, harassment, failure to consider the person for promotion, or any other kind of discrimination – in retaliation for making the report. A Whistleblower who believes that he or she has been retaliated against may file a written complaint with the [Board Chair or the Audit Committee Chair](#). Any such complaint promptly will be investigated, and if the allegation of retaliation is substantiated, appropriate corrective measures will be taken.
8. Making an allegation that proves to be unsubstantiated and to have been made maliciously, recklessly, or with the foreknowledge that the allegation is false, will be viewed as a serious disciplinary offense and may result in discipline, up to and including termination of employment or dismissal from the volunteer position, and also may give rise to other actions, including civil lawsuits.
9. The Audit Committee has responsibility for oversight of compliance with this policy.

## **CONTACT INFORMATION**

*updated 1/2023*

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# ACKNOWLEDGMENT

## Future In Sight - Employee Handbook

Each employee will be asked to sign a letter of acknowledgment indicating that they have received, read and understand all policies of Future In Sight as indicated in this handbook. The acknowledgement letter will read as follows:

I have received a copy of Future in Sight Employee Handbook and have reviewed it and had the opportunity to ask my supervisor questions about it. I understand the policies described in the Handbook and agree to abide by them.

I understand that this Handbook does not represent a contract of employment, but rather serves as a guideline. I acknowledge that no representative of Future in Sight has promised me employment for any definite period of time, and that no one is authorized to make such promises to me unless they are in writing, and signed by the President. I understand that as an employee of Future in Sight I am employed at will, meaning that either I or Future in Sight may terminate my employment at any time, with or without cause.

I understand that this Employee Handbook, and the policies and benefits described in it, may be changed from time to time, with or without advance notice, at the discretion of Future in Sight.

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[FutureInSight.org](http://FutureInSight.org)