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## Introduction

**Code for Science & Society** (the "Company") is pleased to have you as one of our employees.

This Employee Policy Handbook sets forth the policies applicable to all employees. It contains the major policies and procedures of the Company.

It is important that you read and familiarize yourself with the policies in this Employee Policy Handbook.

This handbook supersedes all previously issued handbooks and any inconsistent policy statements or memoranda made in the past. With or without prior notice, the Company reserves the right to revise, modify, delete or add to any and all policies, procedures, work rules or benefits stated in this handbook or in any other related document.

Any written changes to this handbook will be distributed to all employees, so that they will be aware of the new policies or procedures. No oral statements or representations can in any way change or alter the provisions of this handbook.

This handbook sets forth the entire agreement between you and the Company as to the duration of employment and the circumstances under which employment may be terminated. Nothing in this handbook or in any other personnel document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued employment for any employee.

If you have any questions concerning the contents of this handbook, please consult Code for Science & Society Executive Director, TriNet's Human Resources support ("Human Resources") or your manager.

## International Employees Based at Employers of Record

In special cases, we will work with an Employer of Record (EOR) to hire a full time employee who is based outside the US. If you are one of these employees - congratulations! We are pleased to have you aboard. These employees will contract with the EOR and will be expected to abide by the policies of the EOR for tracking time worked, sick leave, vacation leave, holidays, other types of leave, and all other policies that pertain to full time employment, payroll, reimbursements, and other issues that may be required by the EOR in their country of residence.

We expect these employees to abide by the policies laid out in this handbook that pertain to behavior and professional conduct and other policies that pertain to issues outside those covered by EOR policies, including but not limited to the Commitment to Diversity, Prohibition Against Discrimination and Harassment, CS&S' Community Code of Conduct, and Conflict of Interest.

## Employment At-Will

Employment with the Company is on an "at-will" basis for all US employees. Employment at-will may be terminated at the will of either the Company or the employee. Employment may be terminated with or without cause, and with or without notice, at any time by you or the Company. Terms and conditions of

employment with the Company may be modified at the sole discretion of the Company with or without cause and with or without notice unless there is a properly executed written agreement to the contrary.

No one other than the Company Executive Director or president has the authority to create an employment relationship other than on an “at-will” basis and any such agreement must be in writing.

No implied contract concerning any employment-based decision or terms and conditions of employment can be established by any other statement, conduct, policy, or practice.

### **Conflict of Interest Policy: Employees**

Our employees are expected to devote their best efforts and attention to the performance of their jobs. Employees are expected to use good judgment, adhere to high ethical standards, and avoid situations that create an actual or potential conflict of interest.

A conflict of interest exists when an employee’s loyalties or actions are divided between the Company’s interests and those of another, such as a competitor, supplier, or customer. Both a conflict of interest and the appearance of a conflict of interest should be avoided.

An employee who is unsure as to whether a certain transaction, activity, or relationship constitutes a conflict of interest or the appearance of a conflict of interest should discuss the situation with his or her immediate supervisor for clarification.

If an employee or someone with whom the employee has a close personal relationship (a family member or companion) has a personal, financial, or employment relationship with a competitor, supplier, or customer, the employee must disclose this fact in writing. If an actual conflict of interest is determined to exist, the Company may respond as it deems is appropriate, based upon the circumstances.

### **Performance Evaluations**

Each employee working on core CS&S operations will receive periodic performance evaluations conducted by his or her supervisor. These are intended to provide both you and your supervisor with the opportunity to discuss your job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss methods for improving your performance. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems.

Your performance evaluations may review factors such as the quality and quantity of the work you perform, your knowledge of the job, your initiative, your work attitude, and your attitude toward others. The performance evaluations are intended to make you aware of your progress, areas for improvement, and objectives or goals for future work performance.

Please be advised that a positive performance evaluation does not guarantee an increase in salary, a promotion, or even continued employment. Compensation increases and the terms and conditions of employment, including job assignments, transfers, promotions, and demotions, are solely within the discretion of the Company and depend upon many factors in addition to performance.

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In addition to these more formal performance evaluations, the Company encourages you and your supervisor to discuss your job performance on an ongoing basis. Communication between employees and supervisors or managers is very important. Discussions regarding job performance are ongoing and often informal. Employees should initiate conversations with their supervisors if they feel additional ongoing feedback is needed.

NOTE: No policy or practice of the Company, past or present, shall obligate the completion of a formal or informal performance evaluation. The existence of a written or otherwise formal evaluation does not necessarily indicate the quality or acceptability of performance any time thereafter, nor is it to be interpreted that similar or improved performance will result in continued employment for any specified period of time or that an adjustment in compensation will occur. Furthermore, the absence of a written or otherwise formal evaluation shall not be assumed to be a failure of the Company to have evaluated the performance of any employee. Nor does the absence of a formal evaluation mean that an employee has been denied a reasonable opportunity to perform.

### **Payment of Wages**

All regular US employees are paid on a semi-monthly basis. All pay is disbursed electronically. Employees are responsible for setting up electronic deposits promptly upon hiring and updating the details of the deposit account when necessary. There are no paper paychecks.

The law requires that the Company make certain deductions from every employee's compensation. Among these are applicable federal, state, and local income taxes. The Company also must deduct Social Security taxes on each employee's earnings up to a specified limit that is called the Social Security "wage base." The Company matches the amount of Social Security taxes paid by each employee.

The Company takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday. It is also the Company's policy to make only those deductions from pay authorized by and in accordance with applicable law.

Further, it is the Company's policy that paychecks of exempt employees will not be "docked," or subject to deductions, except in limited circumstances permitted by applicable law. All deductions and the amount of deductions are listed on your pay stub.

In the unlikely event that there is an error in the amount of pay errors (e.g. your wages have been subject to any improper deductions, your pay does not accurately reflect all hours worked, or you have been inadvertently overpaid), you should promptly bring the discrepancy to the attention of CS&S Executive Director so that the Company can investigate and correct the matter as quickly as possible.

In addition, the Company will not allow any form of retaliation against individuals who report alleged violations of this policy or who cooperate in the Company's investigation of such reports. Retaliation is unacceptable. Any form of retaliation in violation of this policy will result in disciplinary action, up to and including discharge. See full policy on Retaliation below.

## **Benefits Offerings**

Health insurance, vision and dental insurance, retirement savings accounts, short and long term disability, AD&D coverage, and flex spending accounts for US employees are administered via TriNet.

### **Health Insurance**

The Company offers medical, dental and vision plans, along with Health Advocate resources provided by TriNet, to all full-time employees. The specific healthcare plans and costs depend on the employee's location. CS&S covers \$830-1,210 per month of the employee's health insurance premium (\$760 for employee-only medical or \$1,140 for spouse, child or family coverage, \$60 for employee-only dental and \$10 for employee-only vision). If the premiums exceed CS&S's coverage maximums, the employee pays the remaining balance. Employees who opt out of health insurance receive \$300 per month for a medical waiver allowance.

### **Retirement**

The Company provides a 401k program through Empower, via TriNet, and matches up to 4% of employee's salary contributions. Employees must be at least 21 years of age to participate.

### **Life insurance**

The Company provides a \$50,000 basic plan.

### **Other Benefits**

The following opt-in benefits are available through TriNet: Childcare, commuter benefits, Health Flex Savings Accounts, supplemental life insurance, AD&D, short and long term disability insurance, accident, critical illness and hospital indemnity plans through Aflac, and auto and home insurance, pet insurance, and legal plans through MetLife. The employee pays the cost of these premiums.

### **Eligibility**

Employees are benefits-eligible on the date of hire (DOH), there is no waiting period. Full time (minimum of 30 hrs per week, or 20hrs per week in Hawaii) employees are eligible for all of the abovementioned benefits.

Employees working fewer than 30 hours per week are eligible to enroll in the 401k and 401k match, as well as commuter benefits and the employer assistance program (EAP) available to all CS&S employees enrolled in TriNet. Part-time employees are not eligible for health benefits, including MetLife Legal, disability, and any voluntary coverages such as Aflac.

### **Equal Employment Opportunity**

The Company is an equal opportunity employer and makes all employment decisions on the basis of merit, qualifications, and abilities.

The Company shall recruit, hire, train, and promote in all job titles, including interns, apprentices, and volunteers, without regard on race, religious creed (including religious dress and grooming practices),

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color, national origin (includes language use and possession of a driver's license issued to persons unable to prove their presence in the United States is authorized under federal law), ancestry, physical disability, mental disability, medical condition, genetic information, registered domestic partner status, marital status, sex (including pregnancy), gender, gender identity (including transgender identification), gender expression, age for individuals over forty years of age, sexual orientation, military and veteran status of any person, or any other consideration made unlawful by federal, state or local laws ("protected characteristics").

Pay discrimination between employees of the opposite sex performing substantially similar work, as defined by state and federal law, is prohibited. Pay differentials may be valid in certain situations defined by law. Employees will not be retaliated against for inquiring about or discussing wages. However, the Company is not obligated to disclose the wages of other employees.

All personnel actions such as compensation, benefits, Company-sponsored training, apprenticeships, internships, volunteer opportunities, transfer, demotion, termination, layoff, and return from layoff, shall be administered without regard to any protected characteristic stated under federal, state, or local laws.

In addition, the Company has numerous policies that are designed to achieve important business objectives. We recognize, however, that an otherwise legitimate workplace policy can have unintended consequences to individuals in a particular group or class. If you feel that one of our policies adversely impacts you, you should report your issue(s) regarding the particular policy to the Company.

You may discuss equal employment opportunity related questions with Human Resources or with your manager.

### **Commitment to Diversity**

The Company is committed to creating and maintaining a workplace in which all employees have an opportunity to participate and contribute to the success of the business and are valued for their skills, experience, and unique perspectives. This commitment is embodied in company policy and the way we do business at the Company and is an important principle of sound business management. We also recognize that many organizational commitments to diversity ring hollow. Below, we outline our commitment to meaningful equity and progress towards inclusive organizational practices.

### **CS&S Commitment to Meaningful Equity and Inclusive Organizational Practices**

Science and technology are human endeavors, subject to influence by the biases of people. In the pursuit of science, people have often replicated power structures that reinforce the disenfranchisement and exclusion communities.

In the American context, this has historically centered on the exclusion of people of color from work in scientific and technical communities. Code for Science & Society strives to be a community leader on issues around meaningfully inclusive public interest technology across domains. We do this through work with our Sponsored Projects and Collaborative Communities Programs. When working with sponsored projects, CS&S focuses on helping projects grow sustainable, inclusive culture through evolving governance, working transparently, encouraging open dialogue around building leadership skills. Our Collaborative Communities program focuses on building capacity on the open source ecosystem. The Open Source Alliance for Open Scholarship [Handbook Project](#), includes a [frequently referenced definition](#)

of Open Scholarship, where equity and inclusion are central. Ongoing work with inclusion professionals focuses on the challenging conversations about inclusion that are happening (and often not happening) in research and technology spaces. Our past work with DeEtta Jones [is summarized here](#).

As a nonprofit home of multiple sponsored projects, CS&S is the organizational home for fiscally sponsored project teams in addition to the home of our core staff. By centering transparency and governance with our projects and leaning into organizational and community growth, we hope to continue to lead as a voice for meaningful inclusive practices in open source and science.

Our direct plans to build programs that support diverse communities include:

1. Our programs and projects foreground activities that center community governance and participation in an effort to shift power to communities who have been impacted by technology.
2. Investing our ability to both recruit and retain a diverse group of employees by investing in professional development for both staff and managers.
3. Committing to post transparent salary bands for new roles. On our core team, maintaining transparent compensation philosophy and promotion philosophy documentation, and sharing these as recommendations for projects.
4. Proactively engaging to support communities by paying speakers, offering participation stipends, and offering flexibility on the best engagement structure for a community.

## **Prohibition Against Discrimination and Harassment in the Workplace**

The Company is committed to providing a work environment free of unlawful discrimination and harassment, including sexual harassment.

Company policy prohibits unlawful discrimination, sexual harassment, and/or harassment based on race, religious creed (including religious dress and grooming practices), color, national origin (includes language use and possession of a driver's license issued to persons unable to prove their presence in the United States is authorized under federal law), ancestry, physical disability, mental disability, medical condition, genetic information, registered domestic partner status, marital status, sex (including pregnancy), gender, gender identity (including transgender identification), gender expression, age for individuals over forty years of age, sexual orientation, military and veteran status of any person, or any other consideration made unlawful by federal, state or local laws ("protected classification"). It also prohibits unlawful discrimination and/or harassment based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics. All such discrimination, sexual harassment, and/or harassment is unlawful and prohibited by the Company.

The Company's anti-discrimination/anti-harassment policy applies to all persons involved in the operation of the Company, including all Company employees, supervisors and those in management, as well as all persons doing business with or for the Company including vendors, customers, independent contractors, and others who enter the workplace (i.e. "third parties").

The Company's anti-discrimination/anti-harassment policy prohibits unlawful harassment by any employee of the Company (including supervisors, managers, and co-workers of the above-listed persons) or by any third party. Applicants, employees, unpaid interns, volunteers and independent contractors are all protected from discrimination, sexual harassment, and/or harassment under this policy.

Discrimination and harassment based on a job applicant or employee's protected classification (defined above) is against state and federal law.

Sexual harassment is a form of gender discrimination. Both state and federal law prohibit discrimination and harassment based on a job applicant or employee's gender.

There are two recognized types of sexual harassment under state and federal law: Quid pro quo and hostile work environment. The definitions of both forms of sexual harassment are as follows:

- "Quid Pro Quo" Sexual Harassment. The essential elements of this type of harassment are unwelcome sexual advances, requests for sexual favors or other verbal, visual or physical conduct of a sexual nature when:
  - Submission to the conduct is made either explicitly or implicitly a term or condition of an employee's employment, or
  - Submission to or rejection of the conduct by an employee is used as the basis for employment decisions affecting that employee.
- "Hostile Work Environment" Sexual Harassment. The essential elements of this type of harassment are:
  - The employee affected was subjected to harassing conduct directed toward him or her, or the employee personally witnessed the harassing conduct and it took place in their immediate work environment;
  - The employee's gender was a motivating factor for the harassment;
  - The conduct is unwelcome and sufficiently severe or pervasive that it has the purpose or effect of altering the conditions of employment and creating an intimidating, hostile, abusive, or offensive working environment;
  - The environment created by the conduct would have been perceived as intimidating, hostile, abusive, or offensive by a reasonable person in the same position as the affected employee; and
  - The environment created was perceived by the affected employee as intimidating, hostile, abusive, or offensive.

Prohibited unlawful harassment based upon sex (gender or pregnancy), or other protected characteristics (age, race, national origin, etc.) includes, but is not limited to, the following behavior:

- Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments;
- Visual conduct such as derogatory and/or sexually oriented posters, photography, cartoons, drawings or gestures;
- Physical conduct such as assault, unwanted touching, blocking normal movement or interfering with work because of sex, race or any other protected basis;
- Threats and demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss, and offers of employment benefits in return for sexual favors; and
- Retaliation for having reported or threatened to report harassment



Sexual harassment does not need to be motivated by sexual desire to be unlawful or to violate this policy. For example, hostile acts toward an employee because of his/her gender can amount to sexual harassment, regardless of whether the treatment is motivated by any sexual desire.

The Company needs, expects and encourages you to come forward, without delay, should you suspect that any form of discrimination, sexual harassment, and/or harassment has occurred in the workplace. The Company takes all complaints regarding discrimination, sexual harassment, and/or harassment in the workplace seriously. If you feel you have been subject to discrimination, sexual harassment, and/or harassment, please notify CS&S's HR department or your manager immediately. You may also choose to use [the anonymous conduct reporting](#) form which will notify CS&S leadership. Discrimination, sexual harassment, and/or harassment in the workplace will not be tolerated.

Any employee, regardless of position or title, whom the Company determines has engaged in discrimination, sexual harassment, and/or harassment in violation of this policy, will be subject to discipline, up to and including unpaid suspension and/or termination of employment.

### **Prohibition Against Retaliation in the Workplace**

The Company prohibits retaliation against any person who opposes, reports or assists another person in reporting suspected discrimination, sexual harassment, and/or other harassment in the workplace. Employees who come forward in good faith to report any incident of suspected discrimination, sexual harassment, and/or harassment in the workplace will be protected from retaliation for having done so. Similarly, employees who participate in good faith in an investigation of reported misconduct will be protected from retaliation for having done so. The previously listed activities shall be referred to herein as "protected conduct."

The Company's anti-retaliation policy applies to all persons involved in the operation of the Company, including all Company employees, supervisors and those in management, as well as all persons doing business with or for the Company including vendors, customers, independent contractors, and others who enter the workplace (i.e. "third parties"). The Company's anti-retaliation policy prohibits retaliatory conduct against employees who have engaged in protected conduct by any employee of the Company (including supervisors, managers, and co-workers of the above-listed persons) or by any third party.

The Company needs, expects and encourages you to come forward, without delay, should you suspect that any form of retaliation has occurred. The Company takes all complaints regarding retaliation in the workplace seriously. If you feel you have been subject to retaliation, please notify the Company immediately using the Company's Complaint Reporting Procedure (below). Retaliation will not be tolerated.

Any employee, regardless of position or title, whom the Company determines has engaged in retaliation in violation of this policy will be subject to discipline, up to and including unpaid suspension and/or termination of employment.

### **Workplace Accommodations**

A workplace accommodation is a modification or adjustment to a job position, work environment or workplace process that helps to provide equal employment opportunities to individuals. Accommodations may be necessary throughout the employment lifecycle, including the pre-employment period for job

applicants and candidates.

A job applicant or employee may require reasonable accommodations in the workplace related to:

- A disability (including under the American with Disabilities Act, similar state or local laws, and as a best practice)
- Lactation (breastfeeding)
- Domestic violence, sexual assault and stalking
- Religious accommodations
- A work-related injury (workers' compensation-related)
- Other need

Accommodations are generally determined following engagement in an interactive process to determine the reasonableness of an accommodation request. This policy is intended to comply with all applicable laws.

Process to request an accommodation

If the accommodation request pertains to a medical condition, procure documentation from your medical provider detailing:

- Impact on your ability to perform essential job functions (this is *not* a request for documentation of diagnosis)
- Suggested accommodations to support ability to perform essential job functions, in as much detail as possible
- Duration of accommodation request (this may include an option to extend, pending re-evaluation)

If the request is non-medical, please provide as many details as possible pertaining to impact on your ability to perform essential job functions, accommodations requested, and duration of the request.

This documentation should be submitted to CS&S HR. Following submission, HR will engage in an [interactive process](#) to determine whether the request is reasonable or may present [undue hardship](#) to the organization. This may require input from CS&S and/or FSP leadership as well as management, pending the specifications of your request. You will be notified if the inclusion of such parties is required to proceed with the interactive process. At the close of the interactive process, HR will share a determination regarding your request.

This process may reoccur should a prior request require re-evaluation and extension.

## **Drug-Free Workplace**

The Company has a vital interest in providing a hazard-free work environment for all employees, their co-workers, and communities we serve. For this reason, the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace. Disciplinary action will be taken if employees violate such prohibition.

## Complaint Reporting Procedure

The Company encourages all individuals to report any incidents of unlawful discrimination, sexual harassment, other harassment, retaliation or denial of accommodation to the HR department immediately so that complaints can be quickly and fairly resolved.

If you believe that you have been the victim of discrimination, harassment (including sexual harassment), retaliation, and/or denied accommodation (for your disability, pregnancy, childbirth, or related medical condition, or for your religious belief and/or religious practice), you should report this problem to HR. In a case where your complaint may involve the HR team, you should notify the CS&S Executive Director.

Your complaint should be as detailed as possible. You will be asked to provide the details of the incident(s) that occurred and the names of all individuals involved and any witnesses. It would be best to communicate your complaint in writing, but this is not mandatory.

Supervisors and managers will refer all complaints involving discrimination, harassment or other prohibited conduct to HR. Upon receipt of a complaint, HR will immediately undertake thorough and objective investigation of the allegations, and may engage outside investigators to be sure this is done fairly. All complaints will be investigated.

In cases where the conduct involves the CS&S Executive Director, the Board of Directors will be responsible for investigation of the allegations. You should report this problem to any Board Member. Upon receipt of a complaint, the CS&S Board Member will brief the full Board of Directors and determine a course of action.

Investigations will be confidential. Information obtained during the complaint procedure and investigation will be only shared with those individuals on a need-to-know basis or as required by law. A Company representative will advise all parties concerned of the results of the investigation.

If the Company determines that discrimination, harassment or other prohibited conduct has occurred, effective remedial action will be taken in accordance with the circumstances involved. Any employee determined by the Company to be responsible for discrimination, harassment or other prohibited conduct will be subject to appropriate disciplinary action, up to and including unpaid suspension and/or termination of employment.

The Company will not retaliate against you for filing a complaint and will not tolerate or permit retaliation by management, employees, co-workers, or third parties.

## Unlimited Vacation and Sick Leave Policy

Full-time US employees will be granted unlimited time off for vacation and sick leave. The Company doesn't limit the amount of vacation employees can take. It does seek to set an expectation for vacation and sick time as a normal part of business, though there is not a formal minimum time off level, the Company expects all employees will have to take at least 15 off each year, in addition to holidays. Employees' ability to take paid time off is not a form of additional wages for services performed but is part of the Company's promise to provide a flexible work schedule—including employees' ability to decide when and how much time to take off.

All US employees are required to report sick leave dates through the Company's tracking system. You must report any dates on which you did not report to work due to illness or family member care-giving. Sick leave dates will not impact payroll and will not be reported to TriNet. Tracking data will only be used in the case of a state audit. Partial days should be reported as full days, and weekend or holiday dates should not be reported. Dates reported do not need to be exact. It is understood that you will report sick leave dates to the best of your ability.

For CS&S core team, vacation requests of 2 consecutive weeks or more require approval from your immediate supervisor. It is expected that team members will notify their projects, collaborators, and partners of all upcoming vacation dates at least 2 weeks in advance, and will always share information on who will serve as point of contact should urgent issues arise.

Employees don't accrue time-off so the company will not compensate for unused leave. Payment for unused paid sick leave is not provided under any circumstances, including at termination. This policy doesn't interfere with established leaves like Parental Leave or other leave that an employee may be legally entitled to. Any vacation leave they choose to take is separate.

Employees are obliged to:

- Avoid abusing the policy by taking time off that negatively impacts their job and the Company.
- Communicate and collaborate with their team to ensure everyone takes leave without disrupting operations.
- Plan to delegate, postpone or otherwise manage projects that will be affected by their time off.
- Notify their supervisors at least 2 weeks in advance for vacations (for CS&S core team, this includes recording dates in the shared time off calendar).
- Notify their supervisor as soon as it is reasonable to do so if taking leave for illness or caring responsibilities. Reasons an employee might take time off include but are not limited to:
  - Caring for yourself or a family member's (e.g. spouse, parents, parents-in-law, children, grandparents, and grandchildren) illness, injury, or health condition, including time off for medical diagnosis, care, treatment, and preventive care for the diagnosis, care or treatment of an existing health condition or preventive care;
  - For bereavement leave;
  - For caring for a newborn child or newly adopted/foster child, or sick child leave;
  - For any purpose allowed under your local jurisdiction's domestic violence, harassment, sexual assault, or stalking law; and/or
  - In the event of a public health emergency, including upon an order of a general or specific public health emergency, or when the Company excludes the employee from the workplace by law or rule for health reasons.

The company will review this policy annually and address any issues.

## **Holidays in the context of Unlimited Vacation and Sick Time**

The Company observes a specified number of holidays per year, currently 16 days, where team members can expect that most other employees and core staff are off. However, as we grant unlimited time off, people are not required to take specific holidays.

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The Company recognizes the following holidays for the purpose of setting norms of availability within the Company:

- New Year's Day (Observed): Jan 2, 2023 (1 day)
- Martin Luther King Day: Jan 16, 2023 (1)
- Memorial Day: May 29, 2023 (1)
- Juneteenth: June 19, 2023 (1)
- Independence Day: July 4, 2023 (1)
- Labor Day: Sept 4, 2023 (1)
- Indigenous Peoples' Day: Oct 9, 2023 (1)
- Election Day: Nov 7, 2023 (1)
- Thanksgiving: Nov 23, 2023 (1)
- Thanksgiving Friday: Nov 24, 2023 (1)
- Winter Break: Dec 25 - 29, 2023 (5)
- Personal Floating Holiday (1)

Because time off is unlimited, no one is required to take these specific days off and may elect to observe other days appropriate to their community. An employee who wishes to request time off for a holiday they wish to observe should provide reasonable advance notice to his or her supervisor, according to the unlimited vacation policy.

### Compensatory Time

In line with the unlimited time off policy, full-time employees who are exempt from overtime payment do not accrue compensatory time off. However, it is expected that employees will take recovery time off when they have had to travel for work, or worked unusually long hours to complete a time-sensitive project, referred to informally as "compensatory time." There are no minimums, maximums, accruals or other requirements of the compensatory time granted for such circumstances, but to set a company norm: we estimate that work travel of 3 days or more will require at least 1 business day of recovery, and may additionally require time off to prepare for travel.

All compensatory time must follow the obligations noted in the "Unlimited Vacation and Sick Leave" policy language.

### Parental Leave

The Company's Parental Leave policy states that employees of 6 months or more are eligible for a maximum of **6 weeks** of *paid* pregnancy disability leave for birthing parents, beginning from the baby's date of birth, in addition to **6 weeks** of *paid* family bonding leave. This brings the maximum paid leave period for birthing parents to a total of **12 weeks** from the baby's date of birth.

- All employees requesting parental leave are required to apply for the city, county and state family leave protections, and if applicable, short term disability coverage, for which they are eligible.
- CS&S's parental leave policy is intended to supplement local and employee-elected coverage, ensuring that eligible employees receive a maximum of 100% of their base pay for 6/12 weeks.
- CS&S does not restrict the *duration* of parental leave, and you may be eligible for protections that provide wage replacement beyond the 6/12 week period of paid coverage this policy ensures.

- To note for FSP Directors: Consistent with company-wide wage and benefits policies, costs described as “covered by CS&S” refer to your project’s budget.

While all parental leave entails unique considerations due to location, medical condition and benefits elections, the operations team at CS&S is available to support you with any questions you may have along the way.

- **Pregnancy disability leave for birthing parents:**
  - Coverage is subject to legislation in your area as well as your short term disability insurance policy elections.
  - Wage replacement coverage duration varies, depending on your medical condition and protections in your area, and on average may be anywhere from 0-4 weeks before the due date and about 6-8 weeks following delivery.
  - Coverage is subject to location-specific elimination periods/“waiting weeks”, which indicate a time period after you have become eligible and before you can receive payments.
    - CS&S’s unlimited paid time off policy will cover gaps presented by elimination periods.
- **Family bonding leave:**
  - Our family bonding leave policy accommodates up to **6 weeks** of paid time off at 100% of your base pay, and can be taken within 1 year of birth or placement of a new child.
- Parental leave for non-US employees is subject to your jurisdiction’s mandates, and further information on what is available to you can be provided by Remote.

## Process requirements

While the many conditions and restrictions on parental leave cases can seem overwhelming, keep in mind that there is really just one important step for you to take— submitting your request form to the Company’s operations department— after which you will be guided through your case-specific application and reporting requirements:

- Approximately 30 days before the first date of your leave (a minimum of 10 business days, to ensure timely payroll processing) you must complete the first 2 pages of the Extended Leave of Absence (LOA) Request form available on the TriNet platform by following the path **Forms and Policies > HR Forms**. This form must be promptly shared with CS&S’s operations team, who will complete the last page and submit your request.
  - Note that for birthing parents, your last day of work is, understandably, subject to change, and CS&S operations can make changes to your LOA request after it has been submitted.

Once submitted and approved:

- You will receive a package from TriNet’s Leave of Absence department via post notifying you of:
  - Leave rights
  - Short term disability options
  - Benefits eligibility

- Requesting supporting documentation from your doctor (if applicable) to determine eligibility for any job and/or benefits protections available to you by city, county or state law
- For more information on your eligibility for disability insurance benefits, you can contact the TriNet Solution Center at **800-638-0461**

After receiving this follow-up communication from TriNet:

- You will apply for any and all city, county or state-sponsored insurance benefits for which you are eligible
  - When applying for coverage, do not indicate that you will be receiving wage replacement from your employer, as doing so will reduce your benefit amount.
- For employees eligible for coverage through The Hartford, submit your claim by calling **888-301-5615** after you have given birth
- If you receive wage replacement from the government or The Hartford, you will report to CS&S the amount of your coverage to ensure your total compensation matches 100% of your base salary.
  - You must send copies of your benefits determination letters to [CS&S Operations](#)
    - Following the elimination period for eligible birthing parents, CS&S will process payroll at 50% of your base salary until you share your benefits determination letters.
    - Documentation of benefits enables CS&S to calculate and provide supplementary wage replacement, not to exceed 100% of your base salary, and will be backdated if necessary.
    - Failure to provide CS&S with benefits determination documentation may result in underpayment during your leave.
- Depending on location, you may be required to submit weekly claims to receive state-sponsored benefits.

## **Benefits continuation**

CS&S employees are not currently covered by the federal Family and Medical Leave Act (FMLA), or most other analogous local laws, because we do not currently meet the minimum size eligibility requirement of 50 employees. If this changes CS&S HR will alert employees to this change. Currently,, the schedule of your benefits continuation and COBRA eligibility is subject to your location and leave date.

### **If your leave is protected by city, county or state law:**

- Your benefits eligibility will continue for the duration of your protected leave, then through the end of that month
- You would become COBRA eligible the 1st day of the following month, in which case:
  - You will receive a COBRA enrollment packet from TriNet via post and via email.
  - To enroll, complete and email the packet to [trinetcobra@trinet.com](mailto:trinetcobra@trinet.com).
  - Enrollment will take 7-10 business days to be processed.
  - Your coverage will be retroactive to your COBRA eligibility date.
- To the extent that you remain on active, company-paid benefits, while unpaid under the CS&S parental leave policy, you will continue to be responsible for any employee-level premiums owed. A repayment for those premiums will be collected upon your return from leave.

**For unprotected leaves of absence:**

- Your company-sponsored health care benefits will continue for a period of 30 days following the first day of your leave, and will extend through the end of the month in which the 30th day falls.
  - For example, if leave begins on October 3, employer-sponsored benefits would continue through November 30. However, if leave begins on October 23, sponsored benefits would also terminate on November 30 .
- On the 1st day of the following month, employees who have enrolled in company-sponsored benefits will be eligible to continue health care benefits through COBRA .
  - Note that while you will be responsible for remitting the entirety of your COBRA payments, when you return to work you can submit your receipts to CS&S for reimbursement in full.
    - COBRA payments will be reimbursed for the duration of your paid leave period under the CS&S paid parental leave policy; COBRA payments during an extended, unpaid leave period are not eligible for reimbursement.
      - You will need to contact TriNet to request a receipt for COBRA payments.
    - You will continue to be responsible for any employee-level premiums owed. CS&S will reimburse for its standard monthly benefits contribution.
- If you return to work within 30 days of your COBRA eligibility date and have not elected COBRA, your prior elections will be reinstated retroactive to your COBRA eligibility date, as if there was no lapse in coverage.

**If you wish to make changes to your benefits elections** as a result of the birth, adoption or placement of a foster child (i.e. a qualifying Life Status Change event):

- You have 60 days from the date of birth/placement to process this request
- This is submitted within the TriNet platform following path **Benefits> Life Status Change Event**
- Note that pregnancy is considered a pre-existing condition and you would not be eligible for short term disability coverage for a birth if the policy is elected *after* you have become pregnant.

**Bereavement Leave**

In the event of a death that impacts your ability to work, including but not limited to: the loss of a family member, chosen family member or pregnancy, it is anticipated that employees may take up to 20 consecutive scheduled days off work.

In accordance with the Company's unlimited PTO policy, employees are encouraged to take the time they need when they need it, which, in the case of bereavement leave, may be intermittent rather than consecutive and may exceed 20 days, provided their schedule and coverage needs are communicated to team members.

The Company will comply with any state guidelines regarding bereavement leave (example: [Oregon Family Leave Act](#) protects two weeks of leave). You should notify your supervisor as soon as practicable of your need for bereavement leave.



## **Jury Duty Leave**

Performance of jury duty is part of your responsibility as a US citizen. The Company will not ask or encourage you to request to be excused from or postpone a call to jury duty.

Jury duty leave is covered by the Company's unlimited PTO policy.

Employees are expected to notify a supervisor of the need for time off for jury duty as soon as a notice or summons from the court is received. Written verification from the court clerk of having served is required.

You will be expected to work your regular schedule on any day you are not required to be present in court. You are also expected to work the remaining part of any scheduled shift if excused from jury duty in time to return to the workplace prior to the end of the shift.

Employees may retain any mileage allowance, or related fees, paid by the court for jury service.

Retaliation against employees requesting leave under this policy is strictly prohibited.

## **Special Project Leave**

Employees who are not reporting to work for regular day-to-day functions in order to work on a special project that supports the mission of the Company are eligible for Special Project Leave. You do not need to submit a leave request through the TriNet portal for Special Project Leave. The Company's unlimited PTO policy can cover the employee's time to work on special projects. For employees on fiscally sponsored projects, Special Project Leave must be approved by the project's advisory committee. The project's fiscal sponsorship program manager must be notified and day-to-day functions must be delegated to a team member during a Special Project absence. For employees on the CS&S core team, Special Project Leave must be approved by your manager and the Executive Director.

## **Other Leaves of Absence**

This Handbook only addresses those leaves of absence that the Company has found are the most commonly requested by its employees. There may be, however, additional types of leaves of absence available under state and federal law. If you believe that you may be entitled to a statutory leave of absence that is not set forth in this Handbook, please contact the Company's operations department who may direct you to TriNet's Human Resources Department to discuss your potential eligibility for one of these leaves of absence.

## **Travel and Expense Reimbursement Policy**

It is the Organization's policy to reimburse employees for ordinary, necessary and reasonable expenses when directly related to the transaction of Organization business.

Directly related expenses are those in which there is the expectation of deriving some current or future benefit for the Organization, the employee is actively engaged in a business meeting or activity necessary to the performance of the employee's job duties, or, in the case of entertainment, there is a clear business purpose.

Employees are expected to exercise prudent business judgment regarding expenses covered by this Policy.

Reimbursement for expenses that are not in compliance with this Policy requires the prior written approval of the Organization's President or Secretary-Treasurer.

Organization employees are responsible for complying with this Policy. Employees submitting expenses that are not in compliance with this policy risk delayed, partial or forfeited reimbursement.

## **Documentation**

The Organization uses an online application to process the tracking, documentation, approval, and reimbursement of eligible expenses. Each expense shall be separately identified.

While copies of receipts are recommended for all expenses on credit cards or submitted for reimbursement, they are required for all expenses greater than \$75.00. Requests for exceptions to this policy should document extenuating circumstances and be approved by the President or Secretary-Treasurer.

The Company complies with IRS regulations, which require that all business expenses be substantiated with adequate records. This substantiation must include information relating to:

- (1) the amount of the expenditure;
- (2) the time and place of the expenditure;
- (3) the business purpose of the expenditure; and
- (4) the names and the business relationships of individuals other than the employee for whom the expenditures were made.

Requests for reimbursement lacking complete information will be returned to the requesting employee.

Reimbursement requests shall be promptly submitted, and in no event more than sixty (60) days after the expense. Reimbursement requests more than sixty (60) days old may be rejected.

## **Approvals**

Expense reimbursement forms, together with required documentation, must be submitted to the employee's immediate supervisor for review and signature approval. The President or Secretary-Treasurer may approve expense reimbursement in the absence of the employee's supervisor.

Supervisors approving expense reports are responsible for ensuring that the expenses reported are proper and reimbursable under this Policy, the expense report has been filled out accurately and has the required documentation; and the expenses are reasonable and necessary.

## **Reimbursable Expenses**

The following are reimbursable expenses, as long as they are in compliance with the applicable provisions of this Policy, and are for business purposes:

- Hotel or lodging charges and related tips
- Airfare, train fare, bus fare, taxicabs, and related tips
- Meals, including tips between 15 and 20%

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- Business telephone calls
- Charges for internet connectivity if otherwise unavailable
- Transportation costs during travel
- Conference and convention fees
- Business center costs (i.e., copying, faxing, etc.)
- Reasonable business entertainment expenses, with prior approval by supervisor
- Laundry and/or dry-cleaning expenses during trips in excess of five days
- Other reasonable and necessary business expenses, not specifically excluded by this section

The following expenses are **not** reimbursable:

- Airline club dues
- First class airfare
- In-flight movies/refreshments
- Hotel room movies and other forms of personal entertainment
- Childcare costs
  - Employees with childcare costs are eligible for a special arrangement wherein they may receive a daily stipend, paid via payroll.
- Barbers/hairstylists
- Traffic fines
- Tips in excess of 20% and/or tips in addition to pre-applied gratuity
- Luggage or briefcases
- Alcohol, unless consumed during legitimate business-related entertainment activities
- Meals including only company employees, unless traveling on company business or approved in advance by the President or Secretary-Treasurer
- Parties and gifts for Organization employees
- Reimbursement for personal miles in excess of the cost of airfare to the same destination

No policy can anticipate every situation that might give rise to legitimate business expenses. Reasonable and necessary expenses, which are not listed above, may be incurred. Each employee and supervisor must use his/her best professional judgment in determining if an unlisted expense is reimbursable under this Policy.

### **Air Travel**

All employees are expected to travel coach class and are encouraged to search for the lowest available restricted but changeable fare, rather than the fully-refundable fare. Personal frequent flier credits may be used to upgrade travel class; however, no reimbursement will be made for and no contribution recorded on behalf of the employee for the business use of frequent flier credits.

The cost of canceling and/or rebooking of flights is not reimbursable, unless it can be shown that it was necessary or required for legitimate business reasons (such as a changed meeting date). Employees must identify and pay for all personal flights, even if such flights are incorporated into a flight schedule that serves business purposes.

### **Lodging**

Prudent judgment should be used when selecting a hotel or motel. A single room with a private bath in a moderately priced business class hotel or motel is the Organization's standard.

For all lodging expenditures, hotel receipts must be submitted; credit card charge slips do not represent adequate supporting documentation.

The Organization will not reimburse an employee for separate travel costs associated with his/her spouse or partner. However, the cost of a shared hotel room need not be allocated between an employee and his/her spouse or partner for purposes of this Policy.

## **Rental Vehicles**

It is expected that reservations will be made for a compact vehicle, depending on the type of travel. Occasionally a mid-size vehicle may be appropriate when more than one employee will be using the vehicle. The cost of premium, luxury or four-wheel drive vehicles will be charged to the employee renting the vehicle and reimbursement will be made at the compact or mid-sized rate as appropriate.

Employees are expected to accept "Loss Damage Waiver" coverage so that any damage to the rental car is covered with no deductible. Employees driving rental cars for business purposes will have liability coverage under the Organization's business liability policy.

## **Personal Vehicles**

Employees who utilize personal vehicles for business purposes are required to have a valid driver's license and at least the minimum insurance coverage required by law. Mileage will be reimbursed at the currently allowable IRS rate. Miles submitted for reimbursement should be net of any normal commuting miles.

Primary insurance for employees who use their personal vehicles for business purposes shall be through their own personal automobile insurance policy and the employee will be responsible for any damage to the vehicle, as well as for liability.

The expenses related to gasoline consumed by personal vehicles are the responsibility of the employee. The owner/driver of the vehicle is responsible for all parking fines and moving violation tickets.

## **Policy Exceptions**

Generally, any exception to this policy must have the prior written approval of the employee's supervisor and the President or Secretary-Treasurer. Requests for exception should document extenuating circumstances or proposed overall savings to the Organization.

## **Credit Card Policy**

The Company may provide employees and Project Directors with credit cards that can be used for business-related expenses. Employees are defined as a CS&S full or part time staff member enrolled as an employee via TriNet or Remote. Project Directors are those individuals identified as a Project Lead in the project's fiscal sponsorship agreement, and may be classified as an employee, contractor, or volunteer. Contractors or Volunteers in any role other than a Project Director are not eligible to receive a CS&S credit card.

Having company credit cards helps us track and process our expenses, prevent fraud, and make payments more efficiently. This policy outlines how to use company credit cards properly and know the responsibilities that come with use of a company credit card.

## What expenses are allowed on a company credit card?

You can use a company card to pay for work-related expenses only. This includes:

- Travel and lodging in accordance with the CS&S Travel and Expense Reimbursement policy
- Office supplies, software and other operational expenses
- Training and educational material approved by the employee's immediate supervisor, or by the Project Director's advisory committee

The credit card may not be used for personal expenses. Never withdraw cash using the company credit card. Purchases of large amounts of alcohol, any drugs, weapons, pornography charges for other adult entertainment are not permissible.

## Your responsibilities

Those employees and Project Directors that receive a credit card are expected to:

- Protect it to the best of their ability. Don't leave it unattended or give it to unauthorized people.
- Report it stolen or lost by emailing [operations@codeforsociety.org](mailto:operations@codeforsociety.org) as soon as possible. [Lock the card](#) via Ramp.
- Use it only for approved expenses. Follow the instructions in this policy and the card use agreement, and don't use the card for personal or unauthorized expenses.
- Retain all receipts and submit receipts as documentation with the date and purpose of the expense via Ramp.
- If you're responsible for authorizing and approving credit card invoices, please do so within 30 days of the transaction date to avoid fees or locked cards. Accumulated late fees may be deducted from the cardholder's salary at the discretion of CS&S

*CS&S has the right to review your credit card use, and withdraw it if there's any inappropriate use.*

## Employee Acknowledgment

I hereby acknowledge receipt of the Company Policy Handbook. I have read, understand, and agree to follow the policies and procedures contained therein. I understand that, except for the employment at-will policy, the Company can change any and all policies or practices at any time. I further acknowledge and understand that the Company reserves the right to change my hours, wages, and working conditions at any time.

In consideration of my employment, I agree to abide by the policies and procedures of the Company and agree that, unless subject to a properly executed written agreement to the contrary, my employment and compensation can be terminated, with or without cause, and with or without notice, at any time, at the option of either the Company or me. My signature below certifies that I understand that no manager or representative of the Company other than the Executive Director or president has any authority to enter into any agreement for employment with me for any specified period of time, or to make any agreement contrary to the foregoing, and that such changes must be in writing, unless the Company has entered into a properly executed written agreement to the contrary.

DATED: \_\_\_\_\_

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

\_\_\_\_\_  
Print Name