

**Capital Resource Conservation and Development
Area Council, Inc.**

**AFFILIATE EMPLOYEE
HANDBOOK**



Guidance document for employees based in USDA Natural Resource Conservation Service (NRCS) offices under a Cooperative Agreement.

Congratulations, you have been hired by Capital Resource Conservation & Development Council (Capital RC&D) as an Affiliate under a Cooperative Agreement with USDA Natural Resources Conservation Service (NRCS). Although you are an employee of Capital RC&D, you will be reporting to and working directly with NRCS designated representative(s).

Starting a new job is exciting and there are many elements of your employment that are unique to your position. This Handbook has been developed to help you become acquainted with Capital RC&D and your role as an Affiliate employee working under a NRCS Cooperative Agreement with Capital RC&D.

Background

NRCS Cooperative Agreement – Employment Background

Capital Resource Conservation & Development Council (Capital RC&D) has entered into a cooperative agreement with the USDA Natural Resources Conservation Service (NRCS) for *acceleration and enhancement of conservation planning and implementation of conservation practices*.

Both, Capital RC&D and NRCS have a common objective to reduce soil erosion, protect topsoil, and improve water quality to help bring about the conservation, development, and wise use of land, water, wildlife, and related resources. The results of this effort will strengthen the voluntary approach and participation of private landowners required to successfully implement USDA Programs administered by the NRCS.

Under the Cooperative Agreement, Capital RC&D will provide staff to deliver technical assistance, administrative assistance and conservation planning. The current agreement will run from 10/1/2020 through 9/30/2024.

Section 1: The Way We Work

A Word About This Handbook

This Handbook contains information about the employment policies and practices of Capital RC&D under our NRCS Agreement. We expect each team member to read this Handbook carefully, as it is a valuable reference for understanding your job and our philosophies. The policies outlined in the Handbook should be regarded as management guidelines only, which in a developing business will require changes from time to time. Capital RC&D retains the right to make decisions involving employment as needed in order to conduct its work in a manner that is beneficial to the team and Capital RC&D. This Handbook supersedes any inconsistent verbal or written policy statements.

Except for the policy of at-will employment, Capital RC&D reserves the right to revise, delete and add to the provisions of the Handbook at any time without further notice. No oral statements or representations can change the provisions of the Handbook.

Nothing in this Handbook is intended to unlawfully restrict an Affiliate's right to engage in any of the rights guaranteed to them by Section 7 of the National Labor Relations Act, including but not limited to, the right to engage in concerted protected activity for the purposes of their mutual aid and/or protection. Nothing in this Handbook will be interpreted, applied or enforced to interfere with, restrain or coerce Affiliate in the exercise of Section 7 rights.

Equal Employment Opportunity

Capital RC&D is committed to equal employment opportunity. We will not discriminate against Affiliates or applicants for employment on any legally-recognized basis ("protected class") including, but not limited to: veteran status, uniform service member status, race, color, religion, sex, national origin, age, physical or mental disability, genetic information or any other protected class under federal, state or local law.

In Pennsylvania, the following are **protected class**: race; color; religious creed; ancestry; age (40 and over); sex; pregnancy; childbirth and related medical conditions; national origin; non-job related handicap or disability; or the use of a guide or support animal.

You may discuss equal employment opportunity related questions with our Executive Director.

Americans with Disabilities Act

Capital RC&D is committed to providing equal employment opportunities to qualified individuals with disabilities. This may include providing reasonable accommodation where appropriate in order for an otherwise qualified individual to perform the essential functions of the job. It is your responsibility to notify our Executive Director of the need for accommodation. When appropriate, we may need your permission to obtain additional information from your physician or other medical or rehabilitation professionals. All medical information received by Capital RC&D in connection with a request for accommodation will be treated as confidential.

Non-Harassment

We prohibit harassment of one Affiliate by another Affiliate, NRCS staff member, administrator, or volunteer for any reason based on a "protected class" (see above) including but not limited to: veteran status, uniform service member status, race, color, religion, sex, national origin, age, physical or mental disability, genetic information or any other protected class under federal, state, or local law. Harassment of an Affiliate by third parties is also prohibited.

The purpose of this policy is not to regulate the personal morality of Affiliates, it is to ensure that in the workplace, no Affiliate is harassed or harasses another for any reason or in any manner. The conduct prohibited by this policy includes conduct in any form including but not limited to e-mail, voice mail, chat rooms, Internet use or history, text message, pictures, images, writings, words or gestures.

While it is not easy to define precisely what harassment is, it includes: slurs, epithets, threats, derogatory comments or visual depictions, unwelcome jokes and teasing. Any Affiliate who believes that he/she has been harassed or who witnesses harassment should report the situation immediately to the Executive Director. If this contact does not respond in a manner the Affiliate deems satisfactory or consistent with this policy, the Affiliate is required to report the situation to the Capital RC&D Chairperson.

Capital RC&D will investigate all such reports as confidentially as possible. Adverse action will not be taken against the Affiliate because he or she, in good faith, reports or participates in the investigation of a violation of this policy. Violations of this policy are not permitted and may result in disciplinary action, up to and including discharge.

Sexual Harassment

Our Council is pledged to preserving a working environment free from sexual harassment. Harassment is against the law and is a form of gender discrimination. The aim of this policy is to prevent harassment of any kind by another Affiliate, administrator, NRCS staff, or volunteer.

Sexual harassment consists of unwelcome sexual advances, requests for sexual favors or unwanted sexual attention by anyone associated with Capital RC&D, whether male or female. Harassment may include references to employment status or conditions or may serve to create a hostile, intimidating or uncomfortable work environment. Harassment includes, but is not limited to, obscene jokes, lewd comments, sexual depictions, repeated requests for dates, touching, staring or other sexual conduct committed.

All Affiliates are responsible for helping ensure that our workplace is kept free of sexual harassment. If you feel you have been a victim of sexual harassment, report the behavior to the Executive Director. If you have witnessed sexual harassment, you also are urged to report the incident so that prompt action may be taken.

All complaints will be treated seriously, kept as confidential as possible and investigated fully. Capital RC&D expressly forbids any retaliation against Affiliates for reporting sexual harassment. If, however, Capital RC&D finds that false charges have been filed, disciplinary action may be taken against anyone who provides false information.

If an investigation confirms that sexual harassment has occurred, immediate action will be taken to put an end to the harassment. Capital RC&D will take appropriate corrective actions against

anyone found to be in violation of this policy, this may result in disciplinary action, up to and including discharge.

Immigration Reform and Control Act

In compliance with the Federal Immigration Reform and Control Act of 1986 (IRCA), as amended, and any state law requirements, if applicable, Capital RC&D is committed to employing only individuals who are authorized to work in the United States.

Each Affiliate, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility.

Section 2: Employment Information

Status of Employment

All Affiliates hired by the Capital RC&D are employed at-will. Capital RC&D provides Administrative supervision and each position has a NRCS supervisor.

Scheduling

Affiliates will be assigned an NRCS supervisor and an official duty station. All Affiliates will adhere to the following:

1. Maintain a timesheet of work activities as provided by NRCS.
2. Keep a daily/weekly work schedule approved by the position's NRCS supervisor.
3. If five (5) hours or more are worked in a day a minimum of a 30 minute, nonpaid lunch break must be taken.
4. All lunch breaks will be nonpaid.
5. There is no ability to work an alternate work schedule (i.e. 4, 10 hour days).
6. There is no eligibility to accrue additional hours such as credit time, or compensatory time.
7. If additional hours are needed in a pay period, prior written approval will be obtained from the supervisor, ASTC and NRCS state office. Hours will be reconciled within the pay period to ensure the pay period total approved hours are not exceeded.
8. Overtime is never authorized.
9. Telework is never authorized.

Work Assignments

Work assignments for Affiliates will be determined and monitored by NRCS technical supervisors.

Performance Appraisals

NRCS will conduct performance appraisals on a biannual basis.

Conduct and Performance

NRCS supervisor will document conduct and performance.

Changes in Personal Data

To aid you and /or your family in matters of personal emergency, we need to maintain up-to-date information. Changes in name, address, telephone number or email address should be given to the Capital RC&D Program Administrator. The same process should be followed for any changes to tax withholding information.

Talk to Us

We encourage you to bring your questions, suggestions and complaints to our attention. We will carefully consider each of these in our continuing effort to improve operations.

Section 3: Your Pay and Progress

Recording Your Time

All Affiliates are responsible for completing an NRCS timesheet, along with appropriate signatures. Timesheets are submitted on a bi-weekly basis by noon on the Monday following the end of the pay period and must be fully filled out and signed.

NRCS timesheets will identify by date, the number of NRCS program hours worked and detailed work products provided. Staff will be required to certify timesheet with dated signature and supervisor signature (electronic signatures are acceptable) at the time of submittal. Affiliates will be expected to report their time by program and not exceed the budgeted funds.

Payday

Pay period ends on a Saturday and pay will be directly deposited in the Affiliate's designated back account **one** ten days following. All payments are made via direct deposit. Please remember to keep us updated if you change banks or accounts. When our payday is a holiday, you normally will be paid on the last working day before the holiday. Please review your paycheck for errors. If you find a mistake, report it to the Capital RC&D Program Administrator.

In Lieu of Benefits Stipend

Part of the NRCS Agreement includes the payment of an annual “In Lieu of Benefits” stipend be paid to all full-time Affiliates working a forty-hour week. It is paid on a prorated basis each pay period. The amount of stipend will be set on an annual basis. This stipend payment is considered to be taxable compensation and will be included in your annual wages.

Paycheck Deductions

Capital RC&D is required, by law, to make certain deductions from your paycheck each pay period. Such deductions typically include federal and state taxes, Social Security, and Medicare.

If questions or concerns about any pay deductions arise, Affiliates may discuss and resolve them with the Program Administrator.

Garnishment/Child Support

When an Affiliate’s wages are garnished by a court order, our Council is legally bound to withhold the amount indicated in the garnishment order from an Affiliate’s paycheck. Our Council will, however, honor applicable federal and state guidelines that protect a certain amount of an Affiliate’s income from being subject to garnishment.

Section 4: Time Away from Work

Paid Time Off (PTO)

As an Affiliate, you will have PTO available to be used for vacations, sick days, emergencies, etc. You are encouraged to advise your supervisor of the use of PTO at least five days in advance if possible. It is understood that emergencies and sick days are not always plannable.

You are encouraged to keep in mind that PTO covers sick days, and you should not come to work if you are ill.

You will accrue PTO based on your authorized work schedule. Accrual of PTO will begin with your first paycheck. PTO may be used for sickness, vacation, or other approved absence. Full time employees will accrue leave up to 144 hours or 18 days per year and employees working under 40 hours per week will accrue 72 hours or 9 days per year of PTO. Affiliate employees who have worked in their position more than five years and are full time (work 40 hours per week) will gain an additional 40 hours or 5 days per year of PTO.

PTO must be accrued before it is available for use. No PTO may be taken in advance of its accrual. PTO carryover into the next fiscal year, with prior approval, is limited to a maximum of 80 hours. There will not be a payout for unused PTO.

PTO will be accrued as follows:

Staff Hours Per Pay Period	Hours of PTO accrued per Pay Period for staff with less than 5 years of service	Hours of PTO accrued per Pay Period for staff with 5 years or more of service
40	5.55	7.1
20-39	2.76	3.5
Under 20	1	1.5

Holidays

Capital RC&D observes all Federal holidays. All employees will be paid your normal hours if they fall on one of your normal work days: New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day.

Jury Duty

Participation in juries is an important part of our democratic function. When called to serve on jury duty, a copy of the summons must be presented to the Executive Director. Affiliates will be paid the difference between their normal hourly rate and the jury pay they receive. Those Affiliates, who do not work a five-day week, will only be reimbursed for their scheduled days.

Military Leave

Affiliates, who are required to fulfill military obligations in any branch of the Armed Forces of the United States or in state military service, will be given the necessary time off and reinstated in accordance with federal and state law.

The time off will be unpaid, except where state law dictates otherwise.

Military orders should be presented to the Executive Director and arrangements for leave made as early as possible before departure. Affiliates are required to give advance notice of their service obligations to Capital RC&D unless military necessity makes this impossible. You must notify the Executive Director of your intent to return to employment based on requirements of the law.

Unscheduled Closings

It is understood that our Affiliates work at various locations, either local USDA Service Centers or from other locations. Because these locations vary, Council is unable to make one “cover all” policy for unscheduled closing. These closings will be handled as follows:

1. **Emergency Closings:** At times, emergencies such as severe weather, fire, or power failures, can disrupt operations. In extreme cases, these circumstances may require the closing of a work facility. When operations are officially closed due to emergency conditions at the Affiliate’s work location, the time off from scheduled work will be paid. We urge our Affiliates to consider their safety when traveling in weather conditions. If the location office remains open, but Affiliate feels it is not safe for travel, they may use PTO to cover their time.

Training, Seminars, Workshops

Council encourages Affiliates to attend trainings, workshops, seminars, and other learning opportunities in areas that are related to his/her job. Prior approval is required for any overnight travel. Use of an NRCS travel authorization form is required for all staff for any circumstance where costs will be incurred for training/travel or attending an event. This includes any costs other than mileage for delivering technical assistance. The fully signed authorization form will be forwarded to Capital RC&D with the travel cost reimbursement request.

Meal Reimbursement During Travel

Compensation for meals will be on the schedule shown below. Payment for meals is only authorized for approved training and travel that requires an overnight stay.

Meal allotment: First and last day of travel \$20, full day travel \$40

Mileage Expenses

Affiliates are not authorized to use government vehicles. Travel for official business will be done using Personally Owned Vehicle (POV). A travel report will be completed for all travel, documenting to and from location with purpose, date and miles traveled. The mileage rate for official travel will be determined by NRCS.

Workers’ Compensation

On-the-job injuries are covered by our Workers’ Compensation insurance policy. This insurance is provided at no cost to you. If you are injured on the job, no matter how slightly, report the incident immediately to the Executive Director. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim.

Section 5: On the Job

Confidentiality of Client Matters

Our professional ethics require that each Affiliate maintain the highest degree of confidentiality when handling client matters. To maintain this professional confidence, no Affiliate shall disclose client information to other clients, friends or members on one's own family. Affiliates will abide by all policies, procedures, statutes and laws concerning security of protected information. Staff will sign a 1619 compliance agreement.

Attendance and Punctuality

To maintain a safe and productive work environment, Capital RC&D expects you to be reliable and to be punctual in reporting for scheduled work, and to start work at the assigned time. Absenteeism and tardiness disrupt the orderly operations of you workplace and place a burden on working operations.

Standards of Conduct

Each Affiliate has an obligation to observe and follow Capital RC&D and work station conduct policies and to maintain proper standards of conduct at all times. If an individual's behavior interferes with the orderly and efficient operation of a department, corrective disciplinary measures will be taken.

Client and Public Relations

Capital RC&D's reputation is built on excellent service and quality work. To maintain this reputation, requires the active participation of every Affiliate. The opinions and attitudes that clients have toward our Council may be determined for a long period of time by the actions of one of our Affiliates. Each Affiliate must be sensitive to the importance of providing courteous treatment in all working relationships.

Non-Solicitation and Distribution

We request that Affiliates follow the non-solicitation and distribution restrictions of their assigned worksite.

Personal Property

Capital RC&D is not responsible for loss or damage to personal property. Valuable personal items, such as purses and other valuables should not be left in areas where theft might occur.

Personal Phone and Internet Use During Business Hours

All Affiliates should observe office rules concerning personal internet use and personal telephone calls.

Social Media

Capital RC&D may also have an interest in your electronic communications placed on your own time with co-workers, vendors, suppliers, competitors, and the general public. Inappropriate communications such as disclosure of information covered under Act 1619 or negative statements against co-workers, supervisors or Capital RC&D, even if made on your own time using your own resources, may be grounds for discipline up to and including immediate termination. We encourage you to use good judgment when communicating via blogs, online chat rooms, networking internet sites, social media sites, and other electronic and non-electronic forums (collectively called “social media.”).

Reference Checks

In the event of termination of employment (voluntary or involuntary), no references (good or bad) will be given by Capital RC&D. Capital RC&D will verify the position and dates of employment only.

Conflict of Interest/Code of Ethics

Capital RC&D’s reputation for integrity is our most valuable asset, and is directly related to the conduct of its directors, officers, employees and Affiliates. Therefore, Affiliate must never use their positions with Capital RC&D for private gain to advance personal interests or to obtain favors or benefits for themselves, members of their families or any other individuals, corporations or business entities.

Capital RC&D adheres to the highest legal and ethical standards applicable in our business. Capital RC&D’s business is conducted in strict observance of both the letter and the spirit of all applicable laws and the integrity of our Affiliates is of utmost importance.

If You Must Leave Us

Should you decide to leave your employment with us, we ask that you provide at least two weeks’ advance notice. Your thoughtfulness is appreciated and will be noted favorably should you ever wish to reapply for employment with Capital RC&D.

You should notify Capital RC&D if your address changes during the calendar year in which discharge occurs so that your tax information will be sent to the proper address.

AFFILIATE ACKNOWLEDGEMENT

I hereby acknowledge that I have been provided a copy of the Capital Resource Conservation & Development Council Affiliate Handbook, and that I have been directed by Council to read it carefully.

I further acknowledge that I understand that the policies, practices, and procedures contained in this handbook are not in any way to be interpreted as an employment contract between Capital RC&D and myself. **I understand the handbook is not a contract of employment.**

I recognize that my employment with Capital RC&D is an “at-will” relationship that has no specific duration. This means that I can resign my employment at any time, with or without reason or advance notice, and that Capital RC&D has the right to end my employment at any time, with or without reason or advance notice.

I further acknowledge that **I am aware of Capital RC&D’s Equal Employment Opportunity Policy and its policies prohibiting workplace and sexual harassment, and its privacy policies.**

I am also aware that I am responsible for ensuring that my workplace behavior and interactions with co-workers and others having business with Capital RC&D conforms with their anti-decimation and anti-harassment policy.

I further hereby acknowledge that I understand that this handbook supersedes and replaces all prior or existing manuals, written policies, oral policies, or practices in effect prior to the effective date of this handbook. I understand that no portion of this handbook may be changed, except in writing signed by the Chairperson.

Please print name

Signature

Date