

HSDC

Hearing, Speech & Deaf Center

EMPLOYEE HANDBOOK

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Section 1 - Introduction

1.1 About HSDC

Welcome to the Hearing, Speech & Deaf Center (HSDC) has served the Deaf, hard of hearing, and those with communication challenges for close to 80 years. It began with a group of women who were hard of hearing that would meet weekly for social occasions and lip reading classes. In 1929 they formed the Seattle Lip Reading Club. At approximately the same time, several mothers of deaf children formed the (Seattle area) Child Hearing League, and established a preschool for deaf children that stressed oral language skills. By 1937, the Child Hearing League and the Lip Reading Club formed a partnership to create the Seattle Chapter for the Hard of Hearing, which would undergo several name changes before becoming the Seattle Hearing and Speech Center in 1953. Until well into the mid-1960s, the Seattle Hearing and Speech Center (later becoming the Hearing, Speech & Deafness Center, and now currently known as the Hearing, Speech & Deaf Center, or HSDC) would be the only nonprofit, independent program west of the Mississippi for children and adults facing communication challenges.

Since moving into a new facility in early 2003, HSDC has undergone a phase of growth. A vital new program, Deaf & Hard of Hearing Services, was launched to provide a variety of important community services, including client advocacy, ADA resources, and videophone access, a technology that has rapidly replaced the TTY as a communication mode. The Agency opened (2) two additional offices, first in Bellingham and then in Tacoma. HSDC's Deaf & Hard of Hearing Services now reach individuals across Western Washington through partnerships with the state Office of the Deaf and Hard of Hearing (ODHH), the City of Seattle, and the United Way of King, Snohomish, and Pierce Counties.

Building on decades of success in the Parent-Infant Program (PIP), which began over 65 years ago, HSDC developed an expanded Preschool & Early Learning model, to include PIP as well as the Ned Behnke Speech Language Preschool and Rosen Family Preschool. Responding to an increased demand for early childhood education opportunities and with a long-term focus on children with special needs, HSDC is taking the next step in ensuring a successful school experience for children who are part of a linguistic minority and need a rich language environment in order to promote early literacy skills so that they are "school ready" by kindergarten.

HSDC now serves more than 5,000 children, families, and individual adults in communities across 13 western Washington counties each year. HSDC's programming includes Audiology, Speech, ASL Interpreting, Advocacy, and Education. Interpreting was a major expansion in services when it was added through an acquisition of SignOn Interpreting in 2012.

The **Staff Leadership Team** consists of:

- Executive Director
- Director of Deaf and Hard of Hearing Services
- Director of Speech Services
- Director of Audiology
- Director of Interpreting Services

- Director of Education
- Clinic Manager
- Operations Manager
- Director of Development
- Director of Finance
- Internal HR

Long Term Vision

Board and staff developed the following vision:

- HSDC envisions an inclusive, accessible world, where everyone is understood and respected.

Mission

Board and staff developed the following mission:

- HSDC fosters inclusive, accessible communities through communication, advocacy, and education.

Strategic Goals

The following are HSDC's strategic goals:

- Integrate our service array, and be leaders in each service area.
- Ensure those we serve feel they are reflected in our organization, particularly the Deaf with whom we have the most work to do.
- Increase awareness, identity, and visibility of our brand.
- Strengthen our ability to invest in staff and technology.
- Strengthen our financial model to increase our ability to invest in growth.

1.2 Welcome

If you are a new employee to HSDC, we welcome you to our team. We hope your association with HSDC will be mutually beneficial and pleasant. If you have been an employee with us for some time, we hope you continue to find satisfaction in your work and take pride in our Agency.

For all employees, this handbook is a compilation of policies and procedures (both written and unwritten) that have developed over time. This handbook is intended to reduce any confusion that may arise from unwritten or inconsistent policies and, therefore, supersedes any previous oral or written statements of policies that may be inconsistent with this handbook.

This handbook applies only to employees. Throughout this handbook, when the general term "employee" is used without further qualification, it refers to persons who have a direct employment relationship with the Agency and who are classified by the Agency as

its employees for payroll tax purposes – regardless of how those persons might be classified in the future by a court, government Agency, settlement, or otherwise.

The Agency fully intends to comply with all applicable laws in the various locations where it operates and has attempted to consider those laws in preparing these policies. Even so, if a policy is inconsistent with any applicable law, the Agency will follow the law. If you have questions about a particular location or situation, please contact a manager.

Spend the time to review and understand this handbook. If you have any questions about this handbook, your job, or any job-related issue, please feel free to ask the Executive Director.

1.3 At-Will Employment

THIS HANDBOOK HAS BEEN PREPARED AS A GUIDE AND REFERENCE FOR ALL EMPLOYEES. THE PLANS, POLICIES, AND PROCEDURES DESCRIBED ARE NOT CONDITIONS OF EMPLOYMENT AND DO NOT CONSTITUTE A PROMISE OF SPECIFIC TREATMENT IN SPECIFIC SITUATIONS. WE HAVE THE RIGHT TO CHANGE ANY OR ALL PLANS, POLICIES, OR PROCEDURES, IN WHOLE OR IN PART, AT ANY TIME, WITH OR WITHOUT NOTICE. THE LANGUAGE USED IN THIS HANDBOOK IS NOT INTENDED TO CREATE, NOR DOES IT CONSTITUTE, A CONTRACT BETWEEN THE AGENCY AND ANY OF ITS EMPLOYEES. EMPLOYMENT WITH THIS AGENCY IS FOR NO SPECIFIED TIME AND MAY BE TERMINATED BY THE AGENCY OR BY THE EMPLOYEE, AT ANY TIME, FOR ANY REASON (WITH OR WITHOUT CAUSE). ONLY THE AGENCY EXECUTIVE DIRECTOR, AND THEN ONLY IN WRITING, CAN ALTER THIS EMPLOYMENT "AT-WILL" POLICY.

1.4 Your Human Resources Department

Our Human Resources Department consists of internal contacts as well as our outsourced Human Resources team, Personnel Management Systems, Inc. (PMSI). Internally you are supported by our internal HR who handles Human Resources, benefits and payroll.

At PMSI, we are supported by our PMSI Field Services Manager who visits regularly and is available to talk to you in person during those visits. The PMSI Client Services Group is also available to answer HR questions or discuss HR situations, and the PMSI Recruitment team helps us hire new team members as needed.

To speak with a PMSI HR representative, please call (425) 576-1900 and select ext. 3 or meet with our Field Services Manager when onsite.

Section 2 – Employment

2.1 Equal Employment Opportunity

HSDC is an equal opportunity employer. We believe every employee has the right to work in an environment that is free from all forms of unlawful discrimination. Consistent with applicable laws, HSDC makes all decisions involving any aspect of the employment relationship without regard to race, color, sex, pregnancy, creed, religion, age, marital or nursing mother status, national origin, ancestry, citizenship, the presence of any sensory, mental, or physical disability, medical or genetic information, military or veteran status, sexual orientation, gender identity, gender expression, or any other status or characteristic protected by applicable local, state, or federal law. Discrimination and/or harassment based on any of those factors are inconsistent with our philosophy of doing business and will not be tolerated. This policy of non-discrimination applies to all aspects of recruiting and employment, including compensation, benefits, advancement, transfers, and reductions in force.

2.2 Disability and Accommodation

HSDC is committed to ensuring equal employment opportunity for qualified persons with disabilities in accordance with the Americans with Disabilities Act and other applicable federal, state, and local laws. As provided by those laws, HSDC will make reasonable accommodations if you have a disability that substantially limits your ability to perform the essential functions of your job or if working without accommodation would aggravate a disability such that it would create a substantially limiting effect in the future unless doing so would create an undue hardship for HSDC. What constitutes a reasonable accommodation is decided on a case-by-case basis. For example, we may be able to adjust your work schedule, transfer you to a vacant position for which you are qualified, modify your workspace or the equipment you use, or make other modifications or accommodations that allow you to properly perform the essential functions of your job and continue working.

If you have a disability and need a reasonable accommodation, you should make that fact known to your manager or Executive Director. We will treat such information as confidential except to the extent other employees need to know to evaluate your request for an accommodation or to accommodate your disability. You are not required to disclose a disability unless you are seeking an accommodation.

In order to evaluate options for accommodation, HSDC may request medical opinions to verify the nature of your disability, identify potential reasonable accommodations, or determine whether your continued work would pose a direct threat to the health or safety of others that cannot be eliminated by reasonable accommodation.

2.3 Unlawful Discrimination and Harassment

Introduction

HSDC is committed to providing a work environment that is free of unlawful discrimination and unlawful harassment. Unwelcome actions, words, jokes, or comments based on an individual's race, color, sex, pregnancy, creed, religion, age, marital or nursing mother status, national origin, ancestry, citizenship, the presence of any sensory, mental, or physical disability, medical or genetic information, military or veteran status, sexual orientation, gender identity, gender expression, or any other

legally protected characteristic will not be tolerated. Individuals who experience or observe possible unlawful harassment or discrimination are strongly encouraged to report their concerns without fear of reprisal. We take these matters very seriously and will make every effort to ensure that complaints of harassment or discrimination are resolved promptly, effectively, and as confidentially as possible.

So that each employee has a better understanding of the type of behavior that is prohibited, sexual and other prohibited harassment are briefly discussed below.

Sexual Harassment

Sexual harassment is a form of unlawful harassment by members of the same or opposite sex. In general, it involves unwelcome conduct that is of a sexual nature or based on gender.

Sexual harassment may include a range of subtle and not-so-subtle behaviors and may involve individuals of the same or different genders. Depending on the circumstances, behaviors that constitute sexual harassment may include, but are not limited to, the following: unwanted sexual advances or requests for sexual favors; sexual jokes or innuendo; verbal abuse of a sexual nature; comments about an individual's body, sexual prowess, sexual experience, practice or desires, or sexual deficiencies; leers, whistles, or touches; insults or obscene comments or gestures; display of sexually suggestive objects or pictures; and other physical or verbal conduct or visual material of a sexual nature. HSDC does not tolerate sexual harassment of its employees on the job, regardless of whether the unwelcome behavior is by co-workers, managers, vendors, or clients. Conduct prohibited by this policy is unacceptable in the workplace and in any work-related setting outside the workplace, such as business trips, business meetings, and business-related social events.

State and federal anti-discrimination laws prohibit harassment when:

- submission to or rejection of such conduct is used as the basis of a tangible employment action affecting the individual, such as decisions relating to hiring, firing, promotions, assignments, or pay; or,
- the conduct creates an intimidating, hostile, or offensive work environment that affects the terms and conditions of a person's job.

Other Prohibited Harassment

Like sexual harassment, we strictly prohibit harassment on the basis of any other legally protected characteristic, such as race, ethnicity, national origin, age, disability, religion, citizenship, veteran status, or sexual orientation and political ideology.

Prohibited harassing conduct may include inappropriate jokes or innuendo; epithets, slurs, or negative stereotyping; display in the workplace of offensive materials; and other physical or verbal conduct or visual material.

Manager Oversight

We expect all managers to take affirmative steps to protect employees from unlawful harassment. This includes demonstrating and communicating appropriate standards of workplace conduct, monitoring such conduct, and promptly reporting any alleged

incidents or concerns to the next level of management, to an HR Manager at Personnel Management Systems, Inc. (425) 576-1900 ext. 3, or to the HSDC Executive Director.

Reporting Procedures and Guidelines

HSDC encourages all employees to report any perceived incident of discrimination, harassment, or retaliation, regardless of the offender's identity or position. Anyone who believes that he or she is a recipient of such conduct by any manager, employee, vendor, customer, or client of HSDC should do the following:

- If it is comfortable and practical for you to do so, identify the offensive behavior to the offender and request that it stop.
- If it is not comfortable or practical for you to confront the offender directly, or if you have done so and the behavior is continuing, promptly notify your direct manager, internal HR, HSDC's Executive Director, or an HR Manager at Personnel Management Systems, Inc. (425) 576-1900 ext. 3.

ANY COMPLAINTS THAT HSDC POLICIES HAVE BEEN VIOLATED WILL BE FOLLOWED BY A FAIR, TIMELY, AND THOROUGH INVESTIGATION THAT PROVIDES ALL PARTIES WITH DUE PROCESS AND REACHES REASONABLE CONCLUSIONS BASED ON THE EVIDENCE COLLECTED. WE PROHIBIT RETALIATION FOR REPORTING SUCH CONCERNS OR FOR COOPERATING WITH ANY INVESTIGATION, AND WE TAKE REASONABLE STEPS TO ENSURE THAT THE COMPLAINING PARTY DOES NOT SUFFER REPRISALS OR RETALIATION.

The investigation will be conducted as discretely as possible, consistent with the need to investigate.

Discipline

If an investigation shows that any manager or employee has engaged in harassment or discrimination against any coworkers, independent contractors, interns, and/or volunteers in violation of our policy, HSDC will take appropriate disciplinary action or corrective measures, including, but not limited to, mandatory counseling, training, additional supervision, transfer, change of job duties, removal of manager responsibilities, demotion, suspension, or termination of employment. This list is illustrative only. HSDC at its sole discretion will determine the level of disciplinary action or corrective measure that is appropriate in any specific situation. This policy does not create a mandatory step or progressive disciplinary policy and does not in any way alter HSDC's status as an "at-will" employer or create a contract between an employee and HSDC with respect to the level of disciplinary action appropriate in any situation.

2.4 New Employee Orientation

It is our goal that new employees receive a general orientation conducted by Human Resources. The orientation includes completion of new hire paperwork, a review of the employee handbook, and a review of employee benefits. Your manager provides a tour of the facility, introductions to other employees, and an explanation of job responsibilities. Questions about your job should be directed to your manager.

We have an open door policy at HSDC; we encourage transparency and for you to share your questions, problems, concerns, and suggestions.

2.5 Eligibility for Employment

In accordance with the U.S. Citizenship and Immigration Service's requirements, we will ask you to verify your employment eligibility. This means you must provide us with documents that establish your identity and eligibility for U.S. employment. All employees will be required to supply this documentation within (3) three business days of their date of hire.

2.6 Hours of Work

Each employee's manager will assign actual scheduled hours of work. You may be required to work extra hours as business conditions dictate. Non-exempt employees will be paid overtime as required by law.

Employees may also request to work (4) four 10-hour work days instead of a normal (5) five 8-hour work days, with approval from their manager.

Special hours and non-standard workday or workweeks may be required for certain jobs or to meet special requirements. These include early starts, work during HSDC's Winter Break Closure and other schedule adjustments to meet the service needs of our clients.

The Agency is closed for our Winter Break December 25th to January 1st.

2.7 Rest Breaks and Meal Breaks

Non-exempt employees will receive a 30-minute, unpaid meal break if they work at least a (5) five-hour shift. Meal breaks are not considered time worked for overtime purposes. Meal break times will be assigned by your manager.

Non-exempt employees will also receive 10-minute rest break for every (4) four hours worked. Rest breaks will be scheduled unless due to the nature of the job they can be taken on an informal basis throughout the day. Rest breaks will be considered time worked for pay purposes. Rest breaks must be taken approximately mid-way through the (4) four-hour work period and may not be taken immediately preceding or following the meal break or at the beginning or end of the workday.

2.8 Termination of Employment

While we hope your employment with us will be long and mutually rewarding, the length of that employment is not for any fixed term and may be terminated either by you or HSDC, at any time, for any reason (with or without notice or cause).

If you decide to leave HSDC, we request at least (2) two weeks' notice. HSDC at its option may either allow you to work during this notice period or provide you with pay in lieu of notice. Failure to provide adequate notice will result in forfeiture of any accrued vacation. The Agency at its option may either allow you to work during this notice period or provide you with pay in lieu of notice. If your employment ends as a result of involuntary termination, any accrued vacation will be forfeited.

Your final paycheck will be issued on the next regular payday following your last day of work.

2.9 Exit Interviews

Exit interviews help us understand employee concerns and improve our business and our workplace. Regardless of the reason for termination of employment, HSDC may request that you participate in an exit interview.

If HSDC requests an exit interview, you likely will be contacted by Human Resources. If we have not requested an exit interview and you wish to schedule (1) one, please contact either the HR Manager or your manager.

2.10 Performance Reviews

Performance reviews are usually conducted on an annual basis during the fourth quarter of our fiscal cycle (between April-June). If you are interested in an update on your performance, you are encouraged to ask your manager for feedback at any time.

A performance review does not imply there will be an adjustment to your salary or wage.

2.11 Salary and Wage Reviews

Your salary or wage will be reviewed annually, usually during your anniversary month. This does not guarantee an increase. Salary and wage increases are at the discretion of HSDC and may be based on a number of factors including, but not limited to, HSDC's business and profitability, market factors, your performance, and your department's performance.

In addition to annual reviews, new employees generally receive performance reviews within the first 90 days of hire.

A performance review does not imply there will be an adjustment to your salary or wage.

2.12 Personnel Files

We maintain a personnel file for each employee. At your request, we will give you a reasonable opportunity to inspect your file. If you disagree with anything in your file, you may add a statement of disagreement to the file. If you wish to review your file, contact payroll to schedule an appointment. Payroll or other HSDC representative must be present when you review your file. Personnel files are HSDC property.

2.13 Health and Safety

We strive to provide a safe and healthy work environment for all employees. Safety is everyone's responsibility. Employees are required to promptly report hazardous or unsafe situations and work-related accidents, injuries, or illnesses to the Operations Manager.

Accident Prevention and Chemical Hazard Communication Programs have been prepared. You may review these documents by contacting the Safety Officer.

2.14 Job Opportunities

We encourage the promotion of our current employees. Most job openings will be posted on HSDC's website to give current employees an opportunity to apply. However, in some cases, we may decide it is in HSDC's best interest to recruit from outside of HSDC.

If you are interested in a posted job opening, contact the manager in charge of that position. In general, to qualify for any job opening you must have a satisfactory performance record and no disciplinary actions since your last performance review.

2.15 Employment of Relatives

Immediate family members will not have manager responsibility for another family member or be employed in positions that would create a conflict of interest or audit problem.

If (2) two employees marry each other after being employed by HSDC and the situation does not follow the guideline set out above, (1) one of the (2) two may be transferred if a suitable position is available. If no suitable position is available, (1) one of the (2) two will be terminated. The decision as to which employee will be terminated or transferred will be left to the employees involved unless the parties refuse to decide or business necessity requires HSDC to make the decision.

For the purposes of this handbook, the term immediate family refers to parents (including in-laws), children, spouses, domestic partners, and siblings.

Section 3 - Pay Practices

3.1 Overtime

For payroll purposes, the workweek is Monday through Sunday and consists of 40 hours. Due to the nature of our business, you may be required to work extra hours. If your position is non-exempt (eligible for overtime compensation), you will receive (1) one and (1½) one-half times your regular rate of pay for every hour worked in excess of 40 hours in the workweek, or as required by applicable state law. Holidays, sick leave, and vacation leave are not considered time actually worked when calculating hours worked for overtime purposes.

To work overtime on HSDC premises or to take work home, non-exempt employees must obtain approval, in advance, from your immediate manager.

3.2 Payroll

There are (2) two payroll periods each month. The first payroll period is from the 1st to the 15th and the second payroll period is from the 16th through the last day of the month. Your paycheck for the first pay period will be issued on the 22nd, and your paycheck for the second pay period will be issued on the 7th day of the following month. If a payday falls on a Saturday, a Sunday, or a holiday, you will be paid on the last working day prior to the weekend or holiday.

With each paycheck, you will receive a statement showing gross pay, deductions, and net pay. Contact payroll if you have any questions about your paycheck.

3.3 Time and Attendance Records

You are responsible for ensuring that your attendance and all of your hours worked is recorded accurately. Altering or falsifying your time or attendance records, or completing another employee's time and attendance record, is prohibited and may result in disciplinary action, up to and including termination.

Time and attendance records are HSDC property and are not to be removed from the premises.

3.4 Employee Status

A **regular full-time employee** is (1) one who is regularly scheduled to work 40 hours or more per week. Full-time regular employees are eligible for employee benefits.

A **regular part-time employee** is (1) one an employee who is scheduled at least 20 hours but less than 40 hours per week, for an indefinite and unspecified duration. Part-time regular employees are eligible for employee benefits on a pro-rated basis subject to policies and rules of benefit plans.

A **variable employee** defined as an employee who works less than 20 hours per week, or who has an irregular schedule that in aggregate averages to less than 20 hours of work per week, but is expected to work for the Agency for an indefinite and unspecified duration. Variable employees are not eligible for benefits.

A **temporary employee** is (1) one who is scheduled to work for a predetermined, limited time period.

You will be informed of your status when you are hired. Status can be changed anytime at management's discretion.

3.5 Exempt/Non-exempt Definitions

Non-exempt employees (overtime eligible): The Fair Labor Standards Act (FLSA) is a federal law governing overtime. The FLSA requires that all employees who are not exempt from this law (hourly employees and certain salaried employees) and who work more than 40 hours in a workweek receive overtime pay for hours worked beyond 40. Overtime pay requirements may also vary according to state laws. Please see your manager if you have questions about overtime eligibility or if you need assistance calculating your overtime pay.

Exempt employees: Some salaried employees are classified as exempt from the FLSA and applicable state laws and, therefore, are not eligible for paid overtime. Exempt employees' duties are typically of an executive, professional, or administrative nature. In some instances, computer professionals are also exempt.

Section 4 - Employee Benefits

The benefits currently in place as outlined in this section (Section 4) are subject to change by HSDC in its discretion at any time. The descriptions of benefits provided in this handbook are not official summary plan descriptions. For further information about your benefits, contact the Human Resources or the insurance carrier.

4.1 **Vacation**

Vacation time is intended to provide you with time away from work, without loss of pay or benefits, for a variety of reasons including relaxation, recreation, and personal business. With this in mind, we provide vacation for employees. Ordinarily, you must receive advance approval from your manager before taking any vacation time.

All regular full-time employees will be eligible for paid vacation based upon years of service. The amount of vacation you accrue depends on (2) two things, (1) your length of service and (2) whether your position is a manager or non-manager position. For regular full-time employees, vacation accrues according to the following schedule:

Non-manager employees:

Length of Service	Accrual Rate per Month	Maximum Benefit per year
0 through 1 year	1.00 day	12 days
1 through 2 years	1.08 days	13 days
2 through 3 years	1.16 days	14 days
3 through 4 years	1.25 days	15 days
4 through 5 years	1.33 days	16 days
5 through 6 years	1.42 days	17 days
6 through 7 years	1.50 days	18 days
7 through 8 years	1.58 days	19 days
9+ years	1.66 days	20 days

Managers:

Length of Service	Accrual Rate per Month	Maximum Benefit per year
0 through 1 year	1.25 days	15 days
1 through 2 years	1.33 days	16 days
2 through 3 years	1.42 days	17 days
3 through 4 years	1.50 days	18 days
4 through 5 years	1.58 days	19 days
6+ years	1.66 days	20 days

Part-time employees are eligible on a pro-rated basis. Variable and temporary employees are not eligible for paid vacation.

After your first (6) six months of continued employment you may, with your manager's approval, take available accrued vacation time.

For the purposes of accruing vacation, the management positions consist of directors and managers. All other positions are considered non-manager. However, some

positions may be classified as manager with the approval of the Executive Director. For any such exceptions, a formal written letter of approval shall be placed in the employee's file and provided to payroll.

If your employment terminates after at least (6) six months of continuous service, you will receive payment for any unused vacation time that accrued. If you have been with HSDC less than (6) six months when your employment terminates, you will not receive payment for any vacation time.

If a paid holiday occurs during your scheduled vacation, the holiday will not count as vacation time and will not be subtracted from your vacation balance.

Exempt employees must take vacation in full day increments, while non-exempt employees must take vacation in at least hourly increments.

Except under extraordinary circumstances where it is best for clients and with prior approval from your manager, you may request vacation time the week before or after Winter Break. If you wish to take days off during the regularly scheduled work days, available vacation must be used.

4.2 Holidays

If you are a regular full-time employee, you would have normally been scheduled to work, you will receive a paid day off for the following holidays:

- Third Monday in January (Martin Luther King, Jr. Day)
- Third Monday in February (Presidents' Day)
- Last Monday in May (Memorial Day)
- July 4 (Independence Day)
- First Monday in September (Labor Day)
- Fourth Thursday in November (Thanksgiving Day)
- Friday following Thanksgiving Day

The Agency is closed for our Winter Break December 25th to January 1st.

If an established holiday falls on Saturday, it will be observed by the Agency on the preceding Friday. If an established holiday falls on Sunday, it will be observed by the Agency on the following Monday.

Regular part-time employees are eligible for holidays at a pro-rated accrual rate. Temporary and variable employees are not eligible for holiday pay.

You must work the regular workdays immediately before and after a holiday or be on an excused leave or vacation to receive pay for the holiday. If an established holiday is observed on a day in which such an employee has chosen not to work, the employee may not take an extra day off during his/her scheduled workweek to "make up" for the holiday. However, if the Agency requires an employee to work a schedule that does not include the established holiday, then the employee may take an extra day off during his/her scheduled workweek to "make up" for the holiday. Workers on flexible schedules requiring 10 hours of work per day must use (2) two hours of vacation time or work an

extra (2) two hours during the week if an established holiday is observed during the flexible workweek.

4.3 Other Paid Time Off

Conferences and Seminars – Employees may have time off with approval of the Executive Director to attend professional conferences, institutes, seminars, etc. when the meeting is of value to the Agency. When determining whether to grant time off for this reason, consideration is given to the location of the meeting, the number of staff requesting leave at the same time, seniority of staff, and availability of funds.

4.4 Insurance Benefits

If you are a regular full-time and part-time (working more than 20 hours per week) employee, you are eligible to receive medical and dental insurance through HSDC effective on the first day of the month following 60 days from your date of hire. Part-time employees (working less than 20 hours a week) or variable or temporary employees are not eligible for this insurance coverage.

HSDC pays a portion of the premiums for this coverage. You are responsible for paying the remainder of the premiums. Each year, HSDC will tell you what your share of the premiums will be for that year.

If you have questions about your medical and dental coverage, please refer to the Summary Plan Description provided by the insurance carrier. If there is any conflict with other oral or written descriptions of these benefits, the descriptions in the plan documents and insurance contracts will supersede.

If you have any additions, deletions, address changes, or other changes to your insurance coverage, notify payroll immediately. The insurance carrier restricts the addition of dependents to the plan and, depending on the circumstances, may limit such additions to the annual open enrollment period.

4.5 Social Security Benefits

The federal government provides Social Security (FICA) and Medicare benefits when you reach retirement age. These programs may also provide disability income for various categories of employed and dependent persons. This program is funded by deductions made from your paycheck and a matching amount that is paid by HSDC on your behalf. If you have questions regarding Social Security, contact the Social Security Administration.

4.6 Workers' Compensation Insurance

All employees are covered while on the job by workers' compensation insurance. This insurance may provide coverage for you if you suffer a work-related injury or illness. State law determines an employee's eligibility and the level of payments for medical expenses, lost time, and other benefits. If you experience a work-related injury or illness, report the situation immediately to your manager.

4.7 403(b) Plan

HSDC offers a 403(b) salary deferral plan to all employees who are age 21 or over. Eligible employees may begin participating on the first of the month following date of

hire. HSDC offers a 403(b) plan which allows you to invest pre-tax payroll deductions in a variety of investment funds. The plan is provided by Plan Member Securities Corporation.

Participation in the 403 (b) plan is voluntary. For more information, please see the Plan document. The descriptions in the plan document control if there is any conflict with other oral or written information.

4.8 Life Insurance and Accidental Death and Dismemberment Insurance

For eligible regular full-time or part-time employees, HSDC provides life and accidental death and dismemberment insurance. This plan goes into effect following the first 60 days following employment. For more information about this insurance, please refer to the material provided by the insurance carrier(s). The descriptions in the Plan documents and insurance contracts control if there is any conflict with other oral or written descriptions of these benefits.

4.9 Long -Term Disability

For regular full-time and part-time employees, HSDC provides long-term disability insurance coverage if you become disabled and are unable to perform your regular job functions for more than 90 days. This insurance provides 60% of your regular rate of pay, up to \$6,000 per month, for the duration of your disability, coordinated with other sources of income. The premiums for this benefit are paid entirely by HSDC. For more information about this insurance, please refer to the material provided by the insurance carrier(s). The descriptions in the Plan documents and insurance contracts control if there is any conflict with other oral or written descriptions of these benefits.

4.10 Short -Term Disability

For regular full-time and part-time employees, HSDC provides short-term disability insurance coverage if you become disabled and are unable to perform your regular job functions for more than (7) seven days. This insurance provides 60% of your regular rate of pay, up to \$1,500 per week, for the duration of your disability, coordinated with other sources of income. The premiums for this benefit are paid entirely by HSDC. For more information about this insurance, please refer to the material provided by the insurance carrier(s). The descriptions in the Plan documents and insurance contracts control if there is any conflict with other oral or written descriptions of these benefits.

4.11 Section 125 Premium Only Plan and Flexible Benefit Plans

To assist regular full-time and part-time employees who will have qualifying out-of-pocket health care and/or dependent care expenses, HSDC has established a Section 125 flexible spending account plan. Under this plan, employees can put aside pretax dollars to pay for certain health care expenses and dependent care expenses. You should plan carefully when determining how much money to set aside under this plan because the law requires that you forfeit any amounts that you have not used by the end of each calendar year.

For more information about these plans, please refer to the information provided by the plan provider. The descriptions in the Plan document and contract control if there is any conflict with other oral or written descriptions of this benefit.

4.12 Employee Assistance Program (EAP)

The EAP is a confidential, no-cost resource outside the workplace for all regular, part-time and full-time employees, their dependents, and household members to get help in addressing a variety of personal problems. The EAP counselors can help with many issues, such as marital and relationship problems, stress, parenting concerns, and alcohol and drug abuse.

4.13 Reimbursable Expenses

Transportation – Airfare or train tickets for common carriers will usually be purchased directly by the Agency and then provided to employees. In the event of an emergency situation, individuals may purchase their own tickets and later be reimbursed for the expense with manager authorization. Car mileage will be reimbursed at the federally stipulated rate. Mileage will be reimbursed if an employee is required to drive to a different place for a temporary work assignment instead of their usual workplace.

Accommodations, Meals and other Expenses – Employees traveling on Agency business will be reimbursed their reasonable actual expenses as long as their manager (for expenses totaling under \$250) or the manager and Executive Director (for expenses totaling more than \$250) has pre-approved such expenses, and the employee promptly submits receipts for such expenses. For meals, reimbursement shall not exceed per diem rate set by Washington State unless pre-approved by the manager and Executive Director.

Section 5 - Absence from Work

5.1 Attendance and Punctuality

You are expected to report to work on time and when scheduled. If you are sick, cannot report on time, or will be absent from work for any reason, you must call your manager, or, in their absence any other manager, within 30 minutes of the beginning of the work day.

When you speak to a manager, state your reason for being late or for not being able to report to work, and a telephone/video phone number where you can be reached. If your absence or tardiness is due to an emergency, you must call in, or have someone call in for you, as soon as possible. The Agency will take emergencies into account when considering employee absences. Employees must call in to a manager each day that they cannot report to work for their scheduled working hours. Tardiness or poor attendance may lead to disciplinary action, up to and including termination of employment.

5.2 Sick Leave

Employees will accrue (1) one day each month of paid sick leave up to a maximum of 12 days each year. If you are not a regular full-time employee, your annual sick leave will be prorated based on the number of hours you are ordinarily scheduled to work. Sick leave may be taken as soon as it accrues.

Employees may begin to use the accrued time immediately after employment begins for the following reasons:

- for the employee's own illness or injury, diagnosis, treatment, and preventive care;
- for the health needs of an employee's child, spouse, domestic partner, parent, parent-in-law, or grandparent;
- to deal with the consequences of domestic abuse, sexual assault, or stalking; and
- if a place of business or a child's school or place of care is closed for a public health emergency (please note, this does not include school or business closures for "snow days").

Sick leave is available on an as-needed basis, and should not be used for vacations or personal days. Managers may not ask for medical documentation to support a need for sick leave until after the third consecutive day.

Whenever possible, your manager must approve sick leave in advance. If you are not able to provide advance notice you must notify your manager of your absence as soon as possible.

Sick leave is intended to provide security to you and your family in the event illness or injury prevents you from working or for the reasons set out above. It is not intended to be an additional entitlement of time off. Sick leave may carry over the following year, but will not continue to accrue after it reaches maximum accrual of 96 hours. Similarly, it cannot be converted to cash or be used as vacation or holiday time.

You will not be paid for any unused sick leave when your employment terminates.

5.3 Jury Duty and Subpoena as a Witness

If you are called to serve on jury duty, you must provide the manager with a copy of the notice within (2) two days of receiving the notice. You will be given a leave for the time you are required to be away from work due to jury duty. Jury duty beyond that time will be unpaid.

If you are subpoenaed to appear in court as a witness, present a copy of the subpoena to your manager as soon as possible. You will be given unpaid time off to appear unless you are called on behalf of HSDC as a witness. If HSDC calls you as a witness, the time spent testifying will be paid.

If you are an exempt employee, no deduction will be made from your salary when you are required to miss a portion of a workweek due to required attendance as a witness or while on jury duty.

You must report to work during your regular hours if you are not required to remain at court.

5.4 Other Leaves of Absence

A. Pregnancy or Childbirth-Related Disability Leave

If you are sick or temporarily disabled because of pregnancy or childbirth, you will be given an unpaid leave of absence for the period of time during which you are actually disabled. HSDC may require that a licensed health care provider certify the actual period of disability.

Additional leave time may be available under state or federal family and medical leave provisions. Leaves are complex; some run concurrently, while others do not. Please contact Human Resources to discuss available time off for your pregnancy.

The Agency will continue the employee's benefits while the employee is on approved leave subject to the rules of the benefit plans. The employee will remain responsible for their portion of the benefits, which shall be reimbursed to the Agency upon the employee's return to work.

B. Family and Medical Leave Act – “FMLA” Leave

Basic Leave Information

If you work at a location where 50 or more HSDC employees work within a 75 mile radius, have been employed by HSDC for at least (1) one year, and have worked at least 1250 hours during the 12 months prior to the commencement of your leave, you may take up to 12 weeks of job-protected unpaid leave during a 12-month period (as defined later in this policy) for (1) one or more of the following reasons:

- for incapacity due to pregnancy, prenatal medical care or child birth;

- to care for your child after birth, or placement for adoption or foster care;
- to care for your spouse, son, daughter or parent, who has a serious health condition; or
- for your own serious health condition that makes you unable to perform your job.

Military Family Leave Information

If you are eligible for FMLA leave and your spouse, son, daughter or parent is on covered active duty or call to covered active duty status, you may use the 12 weeks of leave to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12 month period. A covered servicemember is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the (5) five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness. (*Please note: The FMLA definitions of “serious injury or illness” for current servicemembers and veterans are distinct from the FMLA definition of “serious health condition.”)

Benefits and Protections

During FMLA leave, we maintain your health coverage under the group health plan at the same level and under the same conditions as if you had continued to work. You are responsible for continuing to pay the employee share of the premium. If you do not return to work after the conclusion of the leave, you may be responsible for reimbursing HSDC for any premiums paid during the leave period. Under most circumstances, upon return from FMLA leave, employees are restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. Use of FMLA leave will not result in the loss of employment benefits that accrued prior to the start of the leave.

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee’s job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than (3) three consecutive calendar days combined with at least (2) two visits to a health care provider or (1) one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity

due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

Employees do not need to use FMLA all at once. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. You must, however, make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt HSDC operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

If HSDC employs both you and your spouse, you are together entitled to a total of 12 workweeks in 12 months for any leave taken for the birth, adoption, or placement of a child, or to care for a parent with a serious health condition. Similarly, you are together entitled to a total of 26 workweeks during the single 12-month period mentioned above for any leave taken to care for a covered servicemember.

FMLA leave for birth, adoption, or foster care placement must be completed within 12 months of the date of the birth or placement.

The 12 month period, for purposes of this policy, varies from individual to individual, begins on the date that you first take an FMLA-eligible leave, and continues for 12 months from that date.

Substitution of Paid Leave for Unpaid Leave

Generally, you are required to use any available paid vacation and sick leave as part of FMLA. You will be asked to comply with our normal paid leave policies for the purpose of this paid substitution.

Employee Responsibilities

If the leave is foreseeable, you must advise your manager, in writing, at least 30 days in advance of the anticipated start date of the leave. When 30 days' notice is not possible, you must provide notice as soon as practicable and generally must comply with all our normal call-in procedures.

You must provide sufficient information for HSDC to determine if the leave may qualify for FMLA protection and provide the anticipated timing and duration of the leave. This information may include that you are unable to perform job functions; your family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. You must also inform us if the requested leave is for a reason for which FMLA leave was previously taken or certified. You will likely be required to provide a certification and periodic recertification supporting the need for leave and, depending on the circumstances of your leave, a fitness for duty certification when you wish to return to work.

Our Responsibilities

When you request leave, we tell you whether you are eligible under FMLA. If you are, we specify any additional information required as well as your rights and

responsibilities. If you are not eligible, we provide a reason for the ineligibility. We also let you know if your leave will be designated as FMLA-protected and the amount of leave that will be counted against your leave entitlement. If we determine that the leave is not FMLA-protected, we notify you.

Employers may not interfere with, restrain, or deny the exercise of any right provided under FMLA; or discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA. An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer. FMLA does not affect any federal or state law prohibiting discrimination, or supersede any state or local law or collective bargaining agreement, which provides greater family or medical leave rights.

C. Disability Leave

As soon as you become aware that you are, or will be, temporarily disabled from working for any medical reason, you must promptly advise your manager, in writing, of the reason, the anticipated commencement date, and the anticipated duration of the disability.

A disability leave of absence may be granted without pay for the period of actual disability on a case by case basis. (For provisions relating to Pregnancy or Childbirth-related Leave, see Section 5.4 A above.) If you are still disabled after your leave period is complete, HSDC will review the situation to determine whether an extension of the leave can be provided.

If you are requesting leave for medical reasons, HSDC may require a certification of the medical condition from a physician or licensed health care provider. HSDC may also require periodic verification of your inability to work (including, for example, examination by a doctor designated by HSDC). Any misrepresentation of a leave request or disability may result in disciplinary action, up to and including discharge.

Generally, you are required to use any available paid vacation or sick leave as part of the leave.

The Agency will continue the employee's benefits while the employee is on approved leave subject to the rules of the benefit plans. The employee will remain responsible for their portion of the benefits, which shall be reimbursed to the Agency upon the employee's return to work.

D. Military Leave

Military Leaves are available to employees in accordance with applicable federal and state laws. Please contact your manager or Human Resources to inquire about or arrange for any eligible Military Leaves.

E. Family Military Leave

If you work at least 20 hours per week and your spouse is called into active duty for the Armed Forces or will be, or is, deployed during a period of military conflict, you may be eligible to take up to 15 days of unpaid leave. This leave is available

before the deployment or when your spouse is on leave from the deployment, and is available for each new deployment.

If you wish to take advantage of this leave of absence, let us know within (5) five business days after you receive the official call or order to active duty or of your spouse's leave from his or her deployment.

F. *Personal Leave*

HSDC may grant a personal, unpaid leave of absence when an extended period away from the job is in the best interests of you and HSDC. The grant or denial of personal leave is at the sole discretion of HSDC.

G. *Personal Day (Leave)*

Employees may take leave for (1) one day each full year of employment for personal reasons. Employees seeking to take this leave must make their requests to their respective manager within a reasonable time prior to the requested leave. Managers will attempt to grant all such requests for personal leave, but may need to reschedule the leave if circumstances require it. Employees may not accrue personal leave days; if an employee does not use his/her personal leave day within (1) one year of earning it, that employee waives his/her right to that personal leave day. In addition, a personal leave day may not be taken after an employee has given his/her notice of ending employment with the Agency or after an employee has been terminated.

H. *Bereavement (Funeral) Leave*

If you are a regular full-time employee, you may take up to (4) four days with pay to attend services and to take care of personal matters related to the death of a member of your immediate family. You may use vacation or sick days to extend your leave. For the purposes of this policy, your immediate family is your spouse, parent, sibling, child, grandparent, aunt, uncle, and any "in-law" or "step" relationship to the same degree.

Bereavement Leave must be taken at the time of the death and/or services, and may not be postponed or taken retroactively.

I. *Domestic Violence/Sexual Assault Leave*

HSDC grants leaves of absence to employees who a) are victims of domestic violence, sexual assault, or stalking; or b) have a family member who is a victim of these crimes. In general, this time away from work is available so you can take care of legal, medical, or safety issues related to these situations. Please contact your manager or Human Resources to inquire about or arrange for this type of leave. We may require verification to support the need for the leave, and employees must give us notice of the need for this leave no later than the end of the first day the employee takes the leave, or as required by state law.

J. *Application Procedures and Special Conditions Relating To Leaves of Absence*

Ordinarily, requests for a leave of absence or for an extension of a leave must be submitted to your manager at least (1) one month prior to the requested

commencement of the leave period or extension. Your manager will notify you as soon as possible whether your request has been approved. You should not assume that you are on an approved leave of absence until you have been officially notified of that fact.

All leaves of absence are subject to the following conditions:

- If you apply for or engage in any work for compensation while on a leave of absence, you may be subject to immediate termination unless HSDC has consented to the arrangement in advance and in writing.
- If you improperly apply for unemployment benefits while on a leave of absence, you may be subject to immediate termination.
- If you engage in any conduct or activity that violates restrictions imposed by a physician or that might otherwise delay your full return to regular employment, you will be subject to disciplinary action, up to and including termination of employment.
- When requesting a leave, try to estimate the amount of time required for the leave. If the reason for the leave ceases to exist prior to the estimated expiration date, you must immediately inform your manager.

The Agency may initiate a leave of absence if it concludes that attendance, quality or quantity of work, safety, or efficiency have been adversely affected by personal circumstances or that a leave of absence would be in the best interests of you and the Agency.

If you fail to return to work at the conclusion of your leave of absence without properly notifying the Agency, your employment may be terminated. The effective date of your termination will be the last day worked. The termination will be treated as a voluntary quit. If the Agency offers COBRA, for COBRA purposes the date group coverage terminated will be the date of the qualifying event.

HSDC will comply with all applicable state and federal laws in making any determination relating to a leave of absence and all leaves of absence are subject to those state and federal laws. If you have questions about leaves of absence, talk to your manager.

Section 6 - Personal Conduct

6.1 Employee Behavior

Certain standards are necessary for the efficient operation of the Agency and for the benefit and protection of the rights and safety of all HSDC employees. Conduct that interferes with the operations, brings discredit to the Agency, or is offensive to customers or fellow employees will not be tolerated whether it occurs on or off Agency time or Agency property. If you have questions about this policy, you should talk to your manager.

All employees are expected to conduct themselves professionally and behave in a manner that is conducive to the efficient operation of the Agency.

6.2 Disciplinary Action

If your performance or behavior is not meeting our expectations, HSDC may use one or a number of steps to address the issues. In most cases, when a problem comes to the attention of your manager, the (2) two of you will discuss the issue and decide how to improve the situation. In some cases, your manager may simply direct you in a course of action. Regardless, you will be expected to follow through on the course of action that emerges from that discussion.

In all cases and at all times the level of disciplinary action, including dismissal is at HSDC's discretion.

6.3 Personal Appearance

Your clothing and grooming should be appropriate to the workplace. In some cases, health and safety standards may require special clothing, shoes, or hairstyles. In all cases, you are expected to comply with HSDC's requirements.

Employees may wear nice black or blue jeans on Fridays. However, if you are meeting with a client, you are expected to dress appropriately in conformance with the business style of the client.

There are (2) two departments with additional dress code requirements and/or exceptions:

- Speech and Education employees are allowed to wear jeans and tennis shoes.
- Audiology staff members must wear closed toe shoes.

Employees may be required to cover up excessive or inappropriate tattoos while at work, as determined by the Executive Director.

In addition, name tags should be worn at all times, on and off-site during business hours.

6.4 Fragrance-Free

A fragrance-free environment helps create a safe and healthy workplace. Fragrances from personal care products, air-fresheners, candles and cleaning products are prohibited in all offices, spaces and any facilities owned or operated by the Agency. HSDC recognizes the hazards caused by exposure to scented products and cleaning

chemicals and we have a policy to provide a fragrance-free environment for all employees and visitors to keep a safe and healthy workplace environment. This policy applies to both employees and non-employee visitors of HSDC.

6.5 Personal Phone Calls and Mail

Personal telephone calls should only be made when necessary and should be as brief as possible. Unless it is an emergency, calls should only be made during scheduled breaks. Phone conversations conducted on Agency premises may be monitored from time to time by the Agency.

HSDC's address should not be used to receive personal mail. All communications, including but not limited to letters, memos, voicemail, and email are subject to review and inspection by the Agency. In no case should you use HSDC stationery or other supplies for personal use.

6.6 Gratuities

HSDC employees must not accept gratuities from a commercial business or a client. Small gifts from clients, vendors or suppliers, such as candy or flowers, may be accepted if returning or refusing to accept them could cause embarrassment. Anything in question should be cleared through the Executive Director.

6.7 Consultation Services

Employees are encouraged to provide consultation services to, and may hold joint staff appointments with, other professional organizations or institutions of higher learning at the convenience of the Agency and with the approval of their manager. Staff may accept honorariums and stipends related to these consultation services, with prior approval by the Executive Director. However, if an employee is paid an honorarium or stipend while providing consultation services on behalf of the Agency, the honorarium or stipend must be remitted to the Agency.

6.8 Personal Property

HSDC will not assume any responsibility for loss, theft, or damage to personal property, including vehicles, brought to work.

The Agency retains the right to inspect all documents, envelopes, packages, etc. brought into or taken off the premises.

6.9 HSDC Property

Your desk, office, equipment, workstation, files, computer files, locker, and other tools of the trade are Agency property, and we reserve the right to inspect, with or without advance notice, all such Agency property.

In addition, employees will have access to certain information and materials, including: records, reports, case work data, case rosters, assessment or evaluation materials, documents, grant or program proposals, development materials, and program outlines. These materials are the property of the Agency.

To ensure the security of our Agency information, employees who use their personal cellular telephones, computers, laptops, or other electronic device for work purposes, are required to ensure the device is password-protected.

You may not put your own lock on Agency property.

6.10 Inventions and Creative Output

All inventions and creative output developed using HSDC time, HSDC equipment, supplies, facilities, or trade secrets, or that relate directly to our business or anticipated business are HSDC property.

Inventions and creative output developed outside of HSDC time while not using any HSDC equipment, supplies, facilities, or trade secrets and which are not related to our business or anticipated business, are not HSDC property.

6.11 Solicitation

We desire to conduct our operations in an orderly and efficient manner. We believe our employees and customers should have the opportunity to work without interference from persons who are pursuing a purpose not related to our normal business. With this in mind, we have established the following rules:

Except for bona fide HSDC purposes, non-employees are prohibited from coming on HSDC premises to solicit, survey, or petition employees or customers or to distribute literature or other materials for any purpose at any time. This policy includes charity solicitors, salespersons, union organizers, and any other person with any other form of solicitation or distribution. Furthermore, employees are prohibited from distributing any form of literature or other material during working time or in their work areas that is not related to HSDC's business purpose and authorized by management. Employees are also prohibited from soliciting other employees for any cause during their assigned working time. For this purpose, "working time," means time when either the soliciting employees or the employees who are the object of the solicitation are expected to be actively engaged in their assigned work.

6.12 Confidential HSDC Information

In the course of performing your job, you may be exposed to confidential HSDC information. Confidential information includes, but is not limited to, information about HSDC's names, rosters, case records, client files, personnel materials and any other information that is not readily accessible to the public.

No reference to clients or to this confidential information, except in pursuit of care in HSDC programs, shall be made to anyone without written consent of the client, or their parent or legal guardian. This applies to both employees and volunteers.

Confidential information must not be used, discussed, or disclosed to anyone outside HSDC and should be disclosed within HSDC only when necessary. If you work in sensitive areas, additional restrictions may be imposed.

6.13 Computer Software and Unauthorized Copying

HSDC prohibits the illegal duplication of software. Copyright laws are clear on this point. Under federal law, the copyright holder is given certain exclusive rights, including the right to make and distribute copies. It is illegal to make or distribute copies of copyrighted material without authorization from the copyright holder or its licensee unless the copy is made for backup or archival purposes.

HSDC licenses the use of computer software from a variety of outside companies. The Agency does not own this software and therefore does not have the right to reproduce it without the permission of the copyright holder. If you become aware of any unauthorized distribution or copying of software or related documentation within the Agency, notify your manager immediately.

Any employee engaging in the illegal reproduction of software may be subject to civil damages and criminal penalties, including fines and imprisonment. Employees who make, acquire, or use unauthorized copies of computer software may also be subject to disciplinary action, up to and including termination.

6.14 Email and Internet Usage

The email system and access to the Internet are property of HSDC that may be available for your use, so long as your use does not interfere with your job performance, the job performance of any other user, or violate any policy, guideline, or standard of the Agency. The Agency may, in its sole discretion, determine how and when the email system and the Internet will be used and for what purposes.

You should honor the password and other security provisions of the email system. You must not use codes or passwords to gain unauthorized access to other employees' files or to Agency files. You should not provide access to the Agency's email system or any other portion of the computer network to anyone other than employees of the Agency and other authorized users.

Use your good judgment when using the email system or when accessing the Internet. Despite the password and other security provisions, the email system is not confidential or private. Do not transmit or download vulgar or sexually explicit messages or images, or jokes or comments that are inconsistent with HSDC's policies, such as those policies prohibiting discrimination and harassment. For example, avoid jokes or comments aimed at a particular gender, race, religion, disability, sexual orientation, or political ideology. You may not use HSDC access to the Internet to access offensive or inappropriate sites, such as sites displaying pornographic or sexually graphic images. Misuse of the email system or Internet access could lead to disciplinary action, up to and including termination.

All records and messages on HSDC's computer systems, including email, are records and property of the Agency in accordance with its current policy. The Agency reserves the right to access, monitor, read, disclose, use, and otherwise deal with any records and messages on its systems in any manner that it chooses. Consequently, you should not use the systems for any information you want to keep personal or private.

6.15 Outside Employment

If you are working full-time, outside employment should be viewed as secondary to your primary job at HSDC. Outside employment or second jobs that may create a conflict of interest must be approved, in advance, by your manager, and any activities related to outside employment (e.g., mail, telephone calls) must be conducted offsite and not during scheduled work hours.

6.16 No Smoking

Smoking is prohibited and not allowed within 25 feet of any of the Agency's buildings. If you decide to smoke outside and 25 feet away, you are responsible for ensuring that the area is kept neat and that all associated trash (e.g., butts, ash, wrappers) are disposed of properly.

6.17 Drug- and Alcohol-Free Workplace Policy

HSDC is committed to maintaining a drug- and alcohol-free workplace to protect against the serious risks posed by the manufacture, distribution, possession, or use of alcohol or controlled substances. Such activity threatens and impairs employee health, safety, security, morale, and job performance. The Agency will take all reasonable steps to prevent and eliminate the unauthorized use of drugs and alcohol in the workplace.

All employees are prohibited from manufacturing, distributing, dispensing, possessing, or using alcohol or any controlled substance in any Agency workplace, while conducting HSDC business (including business travel), or during work hours. Employees are further prohibited from reporting to work under the influence of alcohol or other controlled substances. Employees who are taking prescription drugs that may affect their ability to work safely should notify their manager or Human Resources of the possible side effects and obtain permission before beginning work. In such situations, we may require information from the treating physician about whether the employee is able to perform his or her job duties.

Disciplinary action, up to and including termination, will be taken against any employee who violates this policy. The Agency will deal with each violation in its discretion in accordance with its current policies and practices and the specific circumstances involved. This may include requiring an employee to satisfactorily complete an approved drug abuse assistance or rehabilitation program or to submit to drug or alcohol testing as a condition of continued employment.

The Agency will provide further information on this subject from time to time. You are encouraged to contact your manager or Executive Director if you have questions about this policy.

HSDC employees who voluntarily seek assistance in dealing with problems related to alcohol or drug use may be referred to the Agency's employee assistance program. Employees voluntarily seeking assistance will receive treatment as suggested by the program. However, if the employee is experiencing performance issues that may result in discipline, the Agency will continue discipline on the performance issues. Disciplinary action may be deferred pending the employee's successful completion of a treatment program.

6.18 Alcohol and Drug Testing

If facts, circumstances, physical evidence, physical symptoms, or a pattern of performance or behavior cause an employee or manager to suspect that another employee has used or is under the influence of alcohol, drugs, or a controlled substance, the employee or manager should immediately contact the Executive Director. If HSDC determines there is reasonable cause to believe that the employee has used or is under the influence of alcohol, drugs, or a controlled substance, the employee will be asked to go to the designated collection facility for testing.

If an employee tests positive for alcohol or illegal drugs, he or she will be subject to discipline, up to and including termination. In addition, any employee who refuses to go to the collection facility refuses to provide samples for testing, or who tampers with or attempts to tamper with a sample will be presumed to be under the influence of alcohol or illegal drugs and will be disciplined, up to and including termination.

Employees may be placed on suspension pending the test results. Suspension may be unpaid if test results are positive. Suspension may be paid if test results are negative.

6.19 Preventing Violence in the Workplace

We are committed to providing employees with a safe work environment. Therefore, we strictly prohibit threatened or actual violence by our employees on our premises or on a work site.

Violence in the workplace may be described as verbal or physical threats, intimidation, and/or aggressive physical contact. Prohibited conduct includes, but is not limited, to the following:

- Inflicting or threatening injury or damage to another person's life, health, well-being, family or property;
- Possessing a firearm, explosive or other dangerous weapon on the Agency's premises or using an object as a weapon;
- Abusing or damaging Agency or employee property;
- Using obscene or abusive language or gestures in a threatening manner; or,
- Raising voices in a threatening manner.

Because of the potential for misunderstanding, the Agency also prohibits joking about any of the above conduct.

You are encouraged to be proactive in maintaining a safe working environment by reporting violent or potentially violent behavior. If you observe or experience these types of behavior, please report them immediately to your manager or call emergency at 911, when appropriate. In addition, employees working at a remote location or in a client's workplace who experience actual or threatened violent behavior should report it immediately to the appropriate authorities.

If you have obtained an Order for Victim Protection that includes (HSDC) as your workplace, you must immediately provide a copy of the order to Human Resources or the Executive Director. Failure to do so may result in discipline, including termination.

Orders for Victim Protection include the following types of court orders:

- Protection order
- No contact order
- Restraining order
- Anti-harassment order

Any employee who exhibits violence in the workplace may be disciplined, up to and including termination. HSDC may also choose to bring formal charges against anyone who endangers its employees.

Section 7 – Miscellaneous

7.1 Reporting Suspected Abuse of Children and Vulnerable Adults

HSDC strongly encourages employees to make a report if they have reason to believe that the abuse, abandonment, neglect or financial exploitation of a vulnerable adult or child has occurred. Some Agency employees are required by law to report such concerns based on their training and/or positions (mandatory reporters).

How to report a concern:

- Call 1-866-ENDHARM. (1-866-363-4276) if you suspect abuse or neglect of a child or vulnerable adult. Someone will answer your call 24 hours a day, (7) seven days a week.
- If the child or vulnerable adult is in an emergency situation, call 911.

A person with speech or hearing disabilities may use the following ways to contact us:

- Place a direct TTY call to this dedicated TTY line: 1-800-624-6186.
- People with hearing loss who have specialized telecommunication devices can call 866-363-4276 (End Harm) through Washington State Relay Service: <http://www.washingtonrelay.com/>

7.2 Corporal Punishment

You, your staff, volunteers, parents, or anyone on the premises must not use any form of inappropriate discipline or corporal punishment such as, but not limited to:

- Spanking children with a hand or object;
- Biting, jerking, kicking, hitting, or shaking the child;
- Pulling the child's hair;
- Pushing, shoving or throwing the child;
- Inflicting pain as a punishment;
- Name calling, shaming or using derogatory comments;
- Threatening the child with physical harm; and
- Threatening or intimidating the child.

You, your staff, volunteers, anyone residing in your home or on the premises must not use methods that interfere with a child's basic needs. These include, but are not limited to:

- Depriving the child of sleep;
- Not providing required food, clothing or shelter;
- Restricting a child's breathing;
- Interfering with a child's ability to take care of their own hygiene and toilet needs; and
- Not providing required medical or emergency dental care.

7.3 Dogs in the Workplace

HSDC has formulated a policy balancing these concerns with the desire to promote a positive employment experience by allowing dogs in the office. A dog may be allowed in the office if its health and behavior are acceptable within an office setting, and if it does not adversely affect office operations. Dogs will be welcome in the office on Fridays only.

A dog owner wishing to bring a dog to the office must first obtain written permission from his or her immediate manager after 90 days of employment. Dogs must be at least (1) one year old. Any decision to allow a dog to come to the office or to exclude a dog from the office will be made by the Executive Director. That decision will be final, except in cases involving service animals, which should be referred to Human Resources.

An employee who requires the help of a service animal (defined by 28 CFR 36.104 as "any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability") will be permitted to bring a service animal to the office, provided that the animal's presence does not create a danger to others and does not impose an undue hardship upon the Agency.

If any individual has concerns regarding a dog at the office, he/she should bring the matter to the attention of the Executive Director.

HSDC may, at its discretion, require an owner to maintain a liability insurance policy covering damage or injuries caused by the dog while at the office. HSDC may specify minimum coverage amounts under such a policy, and may require the owner to pay for such coverage. Employees must present proof of liability along with their application.

HSDC shall not be liable for loss of, or injury to, any dog brought to the office.

An application form for each dog must be completed, signed and submitted to the Executive Director along with the supporting current veterinary record, at least 10 business days prior to beginning visitation.

The policy may be changed or terminated at any time at the discretion of the Executive Director.

7.4 Inclement Weather and Natural Disasters

HSDC officers or directors have the authority to close HSDC facilities. If there is a question about whether the facility will remain open, you should call the office in advance

of your starting time. If the office is closed, a recorded message will be left on the telephone informing you of the closure and any other necessary information.

If you are reluctant to drive in threatening weather or during a natural disaster, you are encouraged to carpool with others whose vehicles might be better equipped to handle the conditions, or to use public transportation. You are encouraged to make every effort to arrive at work, on time, whenever the facility is open.

If the office is open but you are unable to come to work, you must leave early due to inclement weather or a natural disaster, or the office closes due to inclement weather or a natural disaster, you may either use vacation or take the time off as unpaid.

7.5 Telecommuting

The Agency will support the practice of telecommuting when it benefits both the department and employee through meeting the demands of the work unit, increased productivity, and reduced traffic congestion and pollution.

Requests to telecommute are reviewed and approved by the immediate manager on a case-by-case basis. The decision to approve a telecommunication arrangement will be based on factors such as the requesting employee's position and job duties, performance history, related work skills, and the impact of the arrangement on the Agency.

7.6 Reference Checks and Verification of Employment

If we are asked to provide a reference for you, we will limit it to position(s) held and dates of employment. Except as required by law, we will not release any other information concerning your employment with us unless the request is in writing and is authorized by you.

7.7 Complaint Procedures

We know the importance of an open and fair method of resolving complaints and answering questions. Therefore, our complaint resolution procedure makes (3) three steps available to you if you have a question or concern. We encourage you to bring to the attention of management any complaints you may have about work-related situations.

Step 1: We encourage you to bring up any questions or concerns you have about the terms or conditions of employment. Usually, the place to start in answering a question or resolving a concern is with your manager. He or she is expected to listen to your question or concern and get back to you with an answer or response, usually within 14 days of your initial discussion.

Step 2: We recognize that in some cases a question or concern you have may involve your manager, and you may be reluctant to discuss the situation with that person. If this is the case, or if you are not satisfied with your manager's response to Step 1, you may contact another member of management or a member of Human Resources, whose responsibility it will be to investigate your question or concern, discuss it with you, and get back to you. If you are carrying forward an issue first presented by you to your manager, we ask that you take your second step, contacting a member of management

or Human Resources, within (7) seven days of when you receive your manager's response.

Step 3: If you have taken Step 2 and are still not satisfied with the response you have received, you may address a written complaint to the Executive Director within (7) seven days of receiving the response under Step 2. The Executive Director, or his or her designee, will investigate, review, and discuss your concerns with you as soon as possible and will give you a response within 14 days. This response will be the final decision and resolution of the concern or matter you raise.

We recognize that not everyone is comfortable presenting a grievance to his or her employer, but we encourage our employees to take advantage of our complaint resolution procedure, and we are committed to preventing any retaliation against persons who do so. Taking the time to ask and answer questions, and state and resolve workplace concerns, makes an important contribution to the overall performance and growth of our organization.

7.8 Whistleblower

Policy Outline:

This policy outlines the procedures that the Personnel Committee of the Board of Directors of HSDC ("the Agency") has established with respect to the receipt, treatment and retention of complaints regarding accounting, internal accounting controls or auditing matters, including the confidential, anonymous submission by employees and/or clients of their concerns regarding questionable accounting or auditing matters (collectively, "Complaints").

These procedures are contemplated by the Sarbanes-Oxley Act of 2002 and related regulations of the Securities and Exchange Commission. The Finance Committee has established these procedures to facilitate disclosures of questionable practices encourage proper individual conduct and alert the Finance Committee of potential problems before they have serious consequences.

Receipt of Complaints:

Any employee with a Complaint may submit an anonymous phone call or a confidential memorandum to the President or the Treasurer of the Board of Directors or the Executive Director. The message or memorandum should identify the subject matter of the employee's Complaint and the practices that are alleged to constitute an improper accounting, internal accounting control or auditing matter, providing as much detail as possible.

Treatment of Complaints:

- The Board President, Treasurer, or Executive Director or their designee shall conduct an initial inquiry into each Complaint.
- The status of any ongoing Complaints will be reported on at least a quarterly basis to the Executive Committee, and if the Board President so directs, to the full Board.
- The Board of Directors is authorized to take, or cause to be taken, all appropriate actions in response to any Complaint.

- The Organization will not discharge, demote, suspend, threaten, harass or in any manner discriminate against any employee based upon any lawful actions of such employee with respect to reporting of Complaints.
- The Board President or designee will maintain a log of all Complaints, tracking their receipt, investigation and resolution.

Periodic Review of Procedures:

The Personnel Committee will review the procedures outlined above and consider changes to such procedures on an annual basis.

7.9 Innovative Solutions

We believe the person doing a job is in the best position to think of more efficient and effective methods of performing that job. If you think of a better way of doing your job, or any other job, we encourage you to discuss your idea with your manager.

We hope this handbook has answered your questions. We are glad you have joined HSDC, and we welcome your contributions.

EMPLOYEE HANDBOOK ACKNOWLEDGMENT FORM

I acknowledge that on the date indicated below, I received a copy of HSDC Employee Handbook. I acknowledge that I am expected to read and understand the information in the handbook. I also understand I should ask my manager or Human Resources if I have any questions about anything covered by the handbook.

I also acknowledge that the provisions in this handbook are not intended to form or imply an employment contract between the Agency and me or any of its other employees. I understand my employment may be terminated "at-will" by me or by the Agency at any time for any reason. I also understand this employment "at-will" policy can only be revised by the Executive Director and only in writing.

I understand that the Agency has the right, subject to limitations or provisions of applicable laws and regulations, to change, interpret, withdraw, add to, or make exceptions to any of its published policies, benefits, or handbook provisions in its sole discretion and without prior notice or consideration to any employee. HSDC's policies, benefits, or terms and conditions of employment do not require approval by any employee or employee group.

Employee Signature _____

Date _____

Employee Name _____

(Please Print)