



For people with intellectual and  
developmental disabilities

*Achieve with us.*

*From the Desk of the Executive Director*

**Welcome, *new employee*, to The Arc of Tri-Cities!**

On behalf of your colleagues, we welcome you to The Arc of Tri-Cities and wish you every success here.

We believe that each employee contributes directly to The Arc's growth and success and we hope you take pride in being a member of our team.

This Employee Manual describes some of the expectations of our employees and outlines the policies and the benefits available to eligible employees. Employees should familiarize themselves with the contents of the Employee Manual as soon as possible, as this manual will answer many questions about employment with The Arc of Tri-Cities.



*Judy Westsik, Executive Director*

We hope your experience at The Arc will be challenging, enjoyable and rewarding.

Again, welcome!

## The Arc of Tri-Cities Unifying Principles

### **THOSE WE SERVE COME FIRST**

It is important to get to know the people we serve. The Arc of Tri-Cities would not exist without the people we serve. They are the reason we are here. There is no purpose for our organization than to provide service to people with intellectual and developmental disabilities and their families. Those we serve come first.



### **COMMIT TO EXCELLENCE**

Our standard of performance is excellence. Those we serve depend on us to individually and collectively provide them with the highest degree of excellence in our service. It is their right to expect it and it is our responsibility to deliver it.

### **BE DEDICATED**

Believe in what you are doing. We will accomplish our mission through common sense, hard work and dedication.

### **COMMUNICATE EFFECTIVELY**

Commit to listening to others. Always communicate in a positive manner. A smile conveys friendship, a kind word and encouragement.

### **TEAMWORK**

It takes a team of people working together to build something bigger than what is possible as individuals. You are part of that team. Together participants, families, staff, volunteers and the community will be successful.

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## SECTION 1 INTRODUCTION TO THE ARC

### 12 INTRODUCTORY STATEMENT

This Employee Manual is designed to acquaint you with The Arc of Tri-Cities and provide information about working conditions, employee benefits and some of the policies affecting your employment. You should read and understand all provisions of this manual. It describes many of your responsibilities as an employee and outlines the programs developed by The Arc of Tri-Cities to benefit employees. One of our objectives is to provide a work environment that is conducive to both personal and professional growth.

No employee manual can anticipate every circumstance or question about policy. As The Arc of Tri-Cities continues to grow, the need may arise to change policies described in this manual. The Arc of Tri-Cities therefore reserves the right to revise, supplement or rescind any policies or portion of this manual from time to time as The Arc deems appropriate. Such changes will be at the sole and absolute discretion of The Arc of Tri-Cities.

### 13 PHILOSOPHY

The Arc of Tri-Cities is committed to providing the highest quality of programs and services available. We also are committed to providing employees a safe and supportive work environment with fair and competitive salaries, benefits and employment practices.

The Arc of Tri-Cities, in turn, expects its employees to understand and accept our commitment of excellence to the public we serve. The Arc of Tri-Cities' product is *service* and each of us serves the clients in some way.

Employees are expected to be courteous, helpful and kind at all times. Clients, visitors, staff and board members shall be treated in a considerate, friendly and professional manner in keeping with a high standard of hospitality and human relations.

### 14 MISSION STATEMENT

The Arc of Tri-Cities promotes the rights of all people with intellectual and developmental disabilities by actively supporting full inclusion and participation in all aspects of the community throughout their lifetimes.



## 15 VISION

We are the recognized leaders in Benton and Franklin Counties for the advocacy and support of people with intellectual and developmental disabilities and their families. This support is founded upon the principles of dignity, respect and choice. The Arc will create opportunities for persons with developmental disabilities and their families through:

- Facilities that meet the needs of The Arc family, including a large multipurpose space that can be configured for a variety of activities, conferencing areas for work with clients and their families and satellite facilities to serve outlying communities
- High-quality service and growth of current programs that meet the needs of our clients and subsequently create a positive reputation for the organization
- Versatile, professional staff members of long tenure whose contributions, compensation packages and career development achievements meet or exceed industry standards
- Flexible funding options for operations and programming that come from a variety of sources such as grants, endowments, strategic partnerships and capital campaigns



## 16 VALUES

- **Caring** - The Arc believes that all people with developmental disabilities have strengths, abilities and inherent value; are equal before the law; and must be treated with dignity and respect. We believe in self-determination by empowering people with the support needed to make informed decisions and choices. We care about these citizens with intellectual and developmental disabilities. These people and their families are our reason for being. We reflect quality and excellence in all our service.
- **Quality** - We reflect quality and excellence in all our services. Success will be measured by actual results and not just by processes performed or dollars spent.
- **Efficiency** - Good stewardship is fundamental to the way The Arc conducts



business. Human and financial resources are organized to ensure that service outcomes are achieved efficiently. Duplication will be minimized and communication will be fostered between departments.

- **Community Input** - The Arc will be flexible and responsive to changes in our social, economic and technological environments. The Arc works toward and believes that all people have the fundamental moral, civil and constitutional rights to live, learn, work, play and worship in safe and healthy communities of their choosing. We encourage public review and participation.
- **Respect** - We are sensitive to the needs of all stakeholders in providing services. Citizens are provided services in the spirit of individual choice. Cooperative relationships with government, nonprofit and business sectors are fostered. Employees are respected and encouraged to be innovative.
- **Ethical Workforce** - Our employees are our strength. Employees recognize that they are entrusted to provide services to persons with developmental disabilities and to conduct business in a responsive and professional manner that fosters public confidence.
- **Diversity** - The Arc values diversity. We actively pursue and welcome diverse groups, including but not limited to race, marital status, color, religion, ethnicity, national origin, age, geographic location, sexual orientation, gender, disability and or other characteristics protected by law. *(See General Statement of Policy Section 601)*

## SECTION 100 EMPLOYMENT PRACTICES

### 101 EQUAL EMPLOYMENT OPPORTUNITY

In order to provide equal employment and advancement opportunities to all individuals, employment decisions at The Arc of Tri-Cities will be based on merit, qualifications and abilities. It is the policy of The Arc that no person shall be subject to discrimination or its sub-contractors because of race, marital status, color, religion, sex, ethnicity, national origin, age, geographic location, sexual orientation, gender, disability, or status as a disabled veteran or Vietnam era veteran, HIV or any other characteristic protected by law.

The Arc of Tri-Cities will make reasonable accommodations for qualified individuals with known disabilities (as defined in RCW 49.60.040) unless doing so would result in an undue hardship to The Arc or the individual. This policy governs all aspects of employment, including section 601 of this manual, job assignment, compensation, discipline and termination.

Any employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of their immediate supervisors or the Executive Director. Employees should feel free to raise concerns and make reports without fear of reprisal. *(See General Statement of Policy Section 601& RCW 49.60.040)*



## 102 SELECTION OF EMPLOYEES

Employees of The Arc of Tri-Cities are selected on the basis of their qualifications to fulfill established specifications for the job. General criteria include education, experience, job skills and performance history.

Minors between the ages of 16 through 18 are employed in accordance with regulations of the Washington State Department of Labor and Industries.



## 103 HIRING OF RELATIVES

A member of a supervisor's immediate family may not be hired to work in the department in which that supervisor works. Immediate family means: spouse, mother, father, brother, sister, child, father-in-law, significant other and mother-in-law.

## 104 IMMIGRATION LAW COMPLIANCE

The Arc of Tri-Cities will employ only United States citizens and aliens who are authorized to work in the United States. The Arc of Tri-Cities does not unlawfully discriminate on the basis of citizenship or national origin.

## 105 PROBATIONARY PERIOD (TRIAL PERIOD)

A probationary period is set for each person hired to provide the supervisor an opportunity to determine the ability with which the staff member performs. It also provides the staff member with an opportunity to decide if the job is satisfactory.

The probationary period is thirteen working weeks for full-time staff members.

Part-time staff members working 1 - 20 hours probationary period is twenty-six working weeks. Part time staff members working 21-34 hours probationary period is nineteen working weeks.

If a probationary staff member's performance is unsatisfactory, the probationary period may, with the immediate supervisor or Executive Director approval, be extended for an additional period of time determined by supervisor or Executive Director to attempt to secure improvement. The requirements for improvement will be documented and reviewed with the affected staff member.

Failing satisfactory performance or improvement, the staff member will be released from employment within the probationary or extended period.

## 106 OUTSIDE EMPLOYMENT



An employee may hold a job with another organization as long as he or she satisfactorily performs job responsibilities with The Arc of Tri-Cities. Employees who assume a full time job status should treat The Arc as their primary employer. Employee availability and performance should be free of impact from any outside employment. All employees will be judged by the same performance standards and subject to The Arc's scheduling demands, regardless of any existing outside work requirements.

If The Arc determines that an employee's outside work interferes with performance or the ability to meet the requirements of The Arc as the requirements are modified from time to time, the employee may be asked to adjust working hours with the second employer or terminate the outside employment if the employee wishes to remain with The Arc.

## 107 CONFIDENTIALITY - RIGHT TO PRIVACY

One of the primary responsibilities of every employee is to maintain confidentiality. This is defined as any information written, spoken or electronic that through unauthorized disclosure could compromise the interest or be harmful to the clients or The Arc or its employees.

Staff members will be required to sign a confidentiality statement.

Requests for information from outsiders (such as the press) about a client, an employee, The Arc or any related activities to The Arc shall be forwarded to the Executive Director for disposition.

Exceptions to this policy are (1) as mandated by law; (2) to prevent a clear and immediate danger to a persons or persons; (3) where an employee is a defendant in a civil, criminal or disciplinary action arising; (4) if there is a waiver previously obtained in writing and then such information may only be revealed in accordance with the terms of the waiver. Information regarding a client is strictly confidential. Such information may be given to another employee solely on a need-to-know basis to fulfill requirements noted as exceptions above.

Any employee who is found to have violated this policy of confidentiality shall be subject to disciplinary action up to and including termination of employment.

## 108 EMPLOYMENT REFERENCE CHECKS



To ensure that individuals who join The Arc of Tri-Cities are well qualified and motivated to be productive and successful, it is the policy of The Arc to check the employment references of all applicants. Reference checks may be verbal (telephone). The references must be documented. Prospective employees are required to provide three references that result in a

positive response.

For individuals previously employed by The Arc, the Executive Director or his/her designee will respond in writing only to those reference check inquiries from outside employers/organizations that are submitted in writing. Responses to such inquiries will confirm only dates of employment, wage rates and positions held. No employment information will be released without a written authorization and release signed by the individual who is the subject of the inquiry.

## 109 BACKGROUND CHECK

Employment at The Arc of Tri-Cities is contingent upon background criminal history clearance as per Revised Code of Washington 43.43.830-845/Revised Code of Washington 74.15-030 or any other RCW that may apply. Background inquiries will be maintained in employees' personnel files. Background checks will be conducted at least every three years.

During the hiring process, on or before the first day of work, employees must sign a disclosure statement. Employment is conditional until clearance is received. Requests for a background inquiry must be made within three business days of the conditional acceptance of employment. The Background Inquiry Application must be completed on or before the first day of work. Employees who have lived outside of the State of Washington prior to employment must complete a finger print background check as required by the State of Washington.

## 110 PERSONNEL DATA CHANGES

It is the responsibility of each employee to promptly notify The Arc of Tri-Cities of any changes in personal data. Personal mailing addresses, telephone numbers, individuals to be contacted in the event of emergency, educational accomplishments and other such status should be accurate and current at all times.

## 111 EMPLOYMENT APPLICATION

The Arc of Tri-Cities relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications or material omissions in this information or data may result in The Arc excluding the individual from further consideration for employment or, if the person has been hired, termination of employment. An Eligibility For Employment form must be completed upon hiring. See *Section 600 Appendix C of this Manual for Eligibility For Employment form*

## 112 PERFORMANCE EVALUATION

Supervisors and employees are strongly encouraged to discuss job performance and goals



on an informal, day-to-day basis. A performance review will be conducted within two months of employment for full time employees. Part-time employees' review will be conducted after 320 hours of employment. This allows the supervisor and the employee to discuss the job responsibilities, standards and performance requirements of the new position. A written performance evaluation will be conducted for full-time employees within three months of employment and part-time employees within 520 hours to provide both supervisors and employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths and discuss positive, purposeful approaches for meeting goals.

Performance evaluations are scheduled approximately twice every 12 months. Informal evaluations will occur once a fiscal year and a formal written performance evaluation will occur at the end of the fiscal year.

The Arc of Tri-Cities awards merit-based pay adjustments in an effort to recognize truly superior employee performance. The decision to award such an adjustment is dependent upon numerous factors, including the information documented in the formal performance review process. Salary actions will be subject to the availability of funds.

### 113 EMPLOYMENT CATEGORIES

It is the intent of The Arc of Tri-Cities to clarify the definitions of employment classification so that employees understand their employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. Accordingly, the right to terminate the employment relationship at will at any time is retained by both the employee and The Arc of Tri-Cities.



Each employee is designated as either NON-EXEMPT or EXEMPT from federal and state wage and hour laws. NON-EXEMPT employees are entitled to overtime pay under the specific provisions of federal and state law. EXEMPT employees are excluded by the provisions of federal and state wage and hour laws.

NON-EXEMPT employee salary will be based on hours worked and an hourly wage rate. EXEMPT employee's salary will be based on the scope of job and paid a monthly salary. In addition to the

above categories, each employee will belong to one other employment category:

- FULL-TIME employees are those who are not in a temporary position and who are regularly scheduled to work 36 hours a week. Generally, they are eligible for The Arc of Tri-Cities' benefit package, subject to the terms, conditions and limitations of each benefit program.
- PART-TIME employees are those who are not assigned to a temporary position and who are regularly scheduled to work less than 36 hours per week. Part-time

employees are ineligible for benefits (holidays, vacation and sick-time, as well as medical and dental coverage).

- TEMPORARY employees are those who are hired as interim replacements, to temporarily supplement the work force or to assist in the completion of a specific project. Employment assignments in this category are of a limited duration. Employment beyond any initially estimated period does not in any way imply a change in employment status. Temporary employees retain that status unless and until notified in writing of a change. Temporary employees are ineligible for benefits (holidays, vacation and sick-time, medical and dental).

## 114 STAFF GRIEVANCE POLICY

Coverage - An employee has the right to appeal a personnel action.

Appeal Notice - All appeals should be made in writing within five days after the incident.

Appeals - All appeals will be initiated at the lowest level of authority. If agreement is not reached within five working days, the appeal will be made at the next higher level of authority. Level of authority is as follows:

1. Supervisor
2. Executive Director
3. Board President

*See Section 600 Appendix A of this Manual for Employee Grievance Policy and Procedure*

## 115 TREATMENT OF CLIENTS

The Arc of Tri-Cities has always been made up of caring, compassionate people of high caliber. However, we want to clearly state our policy regarding client abuse and mistreatment, as well as our procedure in handling cases where employees are alleged to have abused clients.

- Abuse of clients is defined by the Department of Social and Health Services as “inflicting, causing to be inflicted, or inducing a client to inflict upon him or herself or any other client any mental or physical pain or discomfort.” This includes teasing, verbal abuse, slaps, blows, inappropriate touch or similar actions.
- Clients are to be treated with dignity, respect and care at all times. Abuse, neglect or ill treatment is not permitted under any circumstances.
- An employee attacked by a client and in physical jeopardy may protect himself or herself against immediate harm. However, the employee should summon help to





subdue the assault as quickly and gently as possible.

- Employees suspected of abuse, neglect, mishandling or ill treatment of clients may be subject to immediate dismissal and possible prosecution under the law.
- It is the responsibility of each employee to report to his or her supervisor abuse of clients. Failure to report incidents may result in disciplinary action.

**Procedure for Reporting Alleged Client Abuse** - Any employee witnessing or suspecting abuse of a client must report the abuse to Child Protective Services or Adult Protective Services and contact his or her immediate supervisor immediately.

In the event of reported or suspected client abuse, the immediate supervisor will fill out an incident report form and conduct an immediate investigation and to determine the appropriate course of action. The employee in question will be suspended immediately until the matter is investigated and an outcome is determined. Suspension may be with or without pay at the discretion of the Executive Director.

Once the internal investigation is complete, the Executive Director will review the incident report before releasing it to outside authorities. The incident report will be made available to the Child or Adult Protective Services. If appropriate, the client will be examined by a physician whose report will also be submitted to Child or Adult Protective Services. Division of Developmental Disabilities case managers or other responsible parties will be notified as appropriate.

After the Child or Adult Protective Services report is complete, the immediate supervisor will consult with the Executive Director regarding the future status of the employee.

If the Child or Adult Protective Services report clears the employee of abuse or alleged abuse, the employee may return to work with reinstatement of pay. If deemed necessary, reinstatement may include a probationary period of 30 to 90 days with specific conditions.

If abuse is substantiated, a police report must be filed and the employee will be dismissed with the possibility of having charges filed against him or her depending on the severity of the abuse.

## SECTION 200 HOURS AND WAGES

### 201 PAY PERIODS AND PAYCHECKS

Employees are paid for their services on semi-monthly or bi-weekly basis. The semi-monthly payroll is issued on the 15th and the last working day of the month. The bi-weekly payroll is issued every other Wednesday. The pay period for the bi-weekly is established from Sunday through Saturday of the previous two weeks.

Payment of salaries is calculated based on properly completed timecards. Any required adjustments are made in the following pay



period.

In the event that a regularly scheduled payday falls on a weekend or holiday, employees will receive pay on the last day of work before the regularly scheduled payday.

Paychecks will be distributed *after 3 p.m.* by an authorized representative or Executive Director to the employees working on payday. Employees not working on payday may pick up their paycheck *after 3 p.m.* on payday or during working hours any day thereafter.

## 202 PAYROLL DEDUCTIONS

Three types of deductions are made from paychecks.

- **Mandatory Deductions:**
  - Federal Income Tax (Withholding Tax)
  - Social Security (FICA)
  - State Industrial Insurance (Workers Compensation)
  - Medicare
  - Court ordered deductions or withholdings
  - Other legally mandated withholdings
  
- **Voluntary Deductions:**
  - 403 (B)
  - United Way
  - Arc Donation
  - Employee's Portion for Insurance and Dependent's Insurance
  - Aflac
  - Aflac Flex One
  
- **Personal Charges** - Any personal charges made against The Arc of Tri-Cities account.

## 203 OVERTIME

Overtime work will be kept to a minimum. The immediate supervisor must approve verbally or in writing prior to overtime being worked or charged. Overtime applies to non-exempt employees only.

## 204 COMP-TIME

Exempt employees may have compensatory time approved. All compensating time



worked and taken requires prior approval of the immediate supervisor or Executive Director.

## 205 HOLIDAYS

The Arc of Tri-Cities provides paid holiday time off to all fulltime employees after completion of probation.

New Year's Day	(January 1)
President's Day	(third Monday in February)
Memorial Day	(last Monday in May)
Independence Day	(July 4 plus one day)
Labor Day	(first Monday in September)
Thanksgiving	(fourth Thursday and Friday in November)
Christmas Eve Day	(December 24)
Christmas Day	(December 25)
Floater	(to be determined by consensus of staff through managers)



Full-time employees who are granted a holiday off will be paid eight hours regular pay. Full-time employees who work the holiday will be paid for eight hours regular pay and will be given eight hours of vacation time.

Part-time employees who work a holiday will be paid their regular rate of pay for the holiday.

If a holiday falls during an employee's vacation, the day will be paid as a holiday and not as a vacation day. Holiday pay will not be paid if an employee resigns effective the day of the holiday unless the holiday is actually worked.

Holidays are determined by legal days and the floater day is determined by consensus of staff at the beginning of the year.

## 206 WORKERS' COMPENSATION INSURANCE

All employees of The Arc of Tri-Cities receive comprehensive workers' compensation insurance.

Employees who sustain work-related injuries or illnesses should inform their supervisor immediately. No matter how minor an on-the job injury may appear, it is important that it be reported immediately or at the earliest possible time.

Neither The Arc of Tri-Cities nor the insurance carrier is liable for payment of workers' compensation benefits for injuries that occur during an employee's non-work hours and any off-duty recreational, social or athletic activity sponsored by The Arc of Tri-Cities.

**On the Job Injuries and Occupational Diseases** - The Arc of Tri-Cities is insured with the Washington State Fund. If an employee is injured on the job or suffers from an occupational disease, he or she is entitled to Workers' Compensation.

In case of injury:

- **Report your injury** - If you are injured, no matter how minor the injury, you must attempt to notify your supervisor or his or her designee on the date of the injury. You must still complete an Incident Report form even if your injury does not require professional medical attention. This protects you in case there are any future complications as a result of the injury.
- **Get medical care** - If you have sustained an injury that needs professional medical attention, you have the right to see the doctor of your choice. All medical bills that arise from a workplace injury or occupational disease will be paid by the Washington State Fund.
- **Tell your doctor the injury was work-related** - Your doctor will complete a Report of Industrial Injury or Occupational Diseases (Report of Accident - ROA) form and send it to the Washington State Department of Labor and Industries. This is the first step in filing your industrial insurance claim.
- **The employee's communication responsibilities** - You must keep your supervisor informed of the status of your injury and any lost time you incur. Regular physician's notes must be provided during your lost time. "A return to work release note" must be provided on your first day back to work.

## 207 TIMEKEEPING

Accurately recording time worked is the responsibility of every employee. Time is recorded to the nearest quarter of an hour.

Altering, falsifying, tampering with time records or recording time on another employee's time card will result in disciplinary action, up to and including termination of employment.

It is the employee's responsibility to sign and date his or her time card to certify the accuracy of time recorded. The supervisor will review and then sign the time record before submitting it for payroll processing.

## 208 PAY ADVANCES

Neither pay advances nor extensions of credit on unearned wages can be provided to employees.

## 209 WORK SCHEDULES

The work schedule for employees is an established period of work days or hours as determined by The Arc of Tri-Cities to provide services. The traditional daily work schedule is 8 a.m. to 5 p.m. with a one hour lunch and a 10-minute break in both a.m. and p.m.



## 210 MILEAGE REIMBURSEMENT

The Arc of Tri-Cities compensates staff members for personal vehicles necessary to support The Arc's programs and services. The standard rate of reimbursement is equal to the federal standard rate. This mileage reimbursement rate is intended to compensate for all the operating expenses of the vehicle including fuel, maintenance, depreciation and insurance. Employee's insurance is primary and The Arc of Tri Cities' insurance is secondary. Employees are responsible for the following: approval by immediate supervisor, complete mileage reimbursement form by recording date, beginning and ending mileage of vehicle, number of miles driven and destination of trip.

*See Mileage Reimbursement Form in Section 600, Appendix B*

## 211 LEAVE OF ABSENCE

Leave of absence is without pay and must be requested through the immediate supervisor or Executive Director. Each request will be reviewed and decided upon by its own merits. Leave of absence is granted only for exceptional reasons and all vacation leave must be exhausted before leave without pay will be granted. Employee's paid vacation does not accrue during an unpaid leave of absence.

# SECTION 300 RULES AND REGULATIONS

## 301 ATTENDANCE AND PUNCTUALITY

To maintain a safe and productive work environment, The Arc of Tri-Cities expects employees to be reliable and to be punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on The Arc of Tri-Cities. In the rare instances when employees cannot avoid being late to work or are unable to work as scheduled, they must notify the supervisor as soon as possible in advance of the anticipated tardiness or absence.

## 302 PERSONAL APPEARANCE

Dress, grooming and personal cleanliness standards contribute to the morale of all employees and affect the business image The Arc of Tri-Cities presents to customers and visitors.

During business hours, employees are expected to present a clean and neat appearance and to dress according to the requirements of their positions. Employees who appear for work inappropriately dressed will be sent home and directed to return to work in proper attire. Under such circumstances, employees will not be compensated for the time away from work.



### 303 STAFF PURCHASES

Merchandise procured for personal use through the agency must be paid for at the time the staff member receives the merchandise.

The accounting department is not responsible for billing of merchandise for personal use.

### 304 EMPLOYEE CONDUCT AND WORK RULES

To assure orderly operations and provide the best possible work environment, The Arc of Tri-Cities expects employees to follow rules of conduct that will protect the interests and safety of all employees, clients and the organization.

It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. The following are examples of infractions or rules of conduct that may result in disciplinary action, up to and including termination of employment.

- Theft or inappropriate removal or possession of property
- Falsification of timekeeping records
- Working while under the influence of alcohol or illegal drugs
- Possession, distribution, sale, transfer or use of alcohol or illegal drugs in the workplace, while on duty or while operating employer-owned vehicles or equipment
- Using The Arc equipment or supplies for personal use without management authorization, or for promoting personal values other than those compatible with The Arc's values, principles and policies
- Fighting or threatening violence in the workplace
- Disruptive activity in the workplace
- Negligence or improper conduct leading to damage of employer-owned or client-owned property
- Insubordination or other disrespectful conduct
- Violation of safety or health rules
- Smoking in prohibited areas
- Sexual or other unlawful harassment
- Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace, while on duty or while operating employer-owned vehicles or equipment
- Excessive absenteeism or any absence without notice
- Unauthorized absence from workstation during workday
- Repeated failure to be on time

### 305 SAFETY

The Arc of Tri-Cities has established a workplace safety program to provide an adequate safety system with appropriate internal controls to safeguard consumers, staff and visitors.



- **Workplace Safety** - The Arc of Tri-Cities provides information to employees about workplace safety and health issues through regular internal communication channels such as supervisor/employee meetings, bulletin board postings, memos or other written or verbal communications.
- **Employee Input** - The Arc of Tri-Cities employees must immediately report any unsafe condition to the appropriate supervisor. The Arc of Tri-Cities employee's ideas, concerns or suggestions for improved safety in the workplace are encouraged. Employees should raise them with their immediate supervisor or with another supervisor or Executive Director.
- **Anonymous Suggestions** - Reports and concerns about workplace safety issues may be made anonymously if the employee wishes. Employees concerns will be expressed without fear of reprisal.
- **Employee Concerns** - Employee concerns will be treated as concerns of The Arc until management can fairly evaluate for actions, changes or resolutions with the employee. Employee concerns will be addressed within two working days. The concern will be resolved within six months.
- **Health and Safety Exposure Control Plan** - Each employee is expected to obey The Arc's health and safety exposure control plan and to exercise caution in all work activities.
- **Violation of Safety Standards** - Employees who violate safety standards, who cause hazardous or dangerous situations, who fail to report or, where appropriate, remedy such situations, may be subject to disciplinary action, up to and including termination of employment.
- **Accidents that Result in Injury** - In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees shall immediately notify the direct supervisor and Executive Director and complete an Incident Report form.
- **Worker's Compensation** - Notification of employer is required and an Incident Report form must be filed to comply with laws and initiate insurance and worker's compensation benefits.



### 306 USE OF TELEPHONE

Personal use of the land telephones and cell phones for long-distance and toll calls is not permitted. Employees should practice discretion in using company telephones when making local personal calls.

To assure effective telephone communications, employees should always use the approved greeting and speak in a courteous and professional manner. Please confirm information received from the caller and hang up only after the caller has done so.



### 307 SMOKING

In accordance with the State of Washington's RCW 70.160, The Arc's facilities are smoke/tobacco-free. This policy applies to all employees, clients and visitors attending The Arc's facilities and/or community based smoke/tobacco-free facilities.

### 308 USE OF EQUIPMENT AND VEHICLES

Equipment and vehicles essential in accomplishing job duties are expensive and may be difficult to replace. When using equipment and vehicles, employees must be a licensed driver, have an acceptable driving record, provide agency with proof of insurance and are expected to exercise care, standards and guidelines. The use of Ben Franklin Transit vehicles requires approval and training by BFT.

Please notify the immediate supervisor or Executive Director if any equipment, machines, tools or vehicles appear to be damaged, defective or in need of repair. Prompt reporting of damages, defects and the need for repairs could prevent deterioration of equipment and possible injury to employees or others.



The improper, careless, negligent, destructive or unsafe use or operation of equipment or vehicles, as well as excessive or avoidable traffic and parking violations, will result in disciplinary action, up to and including termination of employment.



### 309 INTERNET

The Arc of Tri-Cities provides access to the Internet for employees and participants. Below are guidelines about this process.



- **Acceptable Use** - The Arc's equipment, systems, facilities and supplies must be used for conducting The Arc's business or for purposes authorized by management. This applies to both internal systems and to The Arc's connections to the Internet.
- **Network Etiquette** - Employees and participants must adhere to generally accepted rules of network etiquette. These include, but are not limited to, observing the following:
  - Be polite
  - Use appropriate language, keystrokes and expressions
  - Note that electronic mail (E-mail) is not private. Messages relating to or in support of illegal activities may be reported to the authorities
  - Attempts to read, delete, copy or modify the electronic mail of other users are prohibited
  - Attempts to send harassing, obscene and/or other threatening electronic mail to other users are prohibited
- **Privileges** - Use of the Internet is a privilege; unacceptable use will result in cancellation of those privileges.
- **Unacceptable Use** - Consult with your supervisor if in doubt about any use of the Internet. Unacceptable practices may result in dismissal. Specifically, the electronic mail and the Internet should not be used:
  - For personal gain or profit
  - To represent yourself as someone else
  - To access and/or conduct business with websites that are not appropriately compatible with The Arc's policies, principles and values
  - For solicitation of The Arc employees, including all forms of chain letters
  - To provide information about, or lists of The Arc employees or consumers to unauthorized persons
  - For commercial solicitation of a non-Arc business enterprise

- When the use interferes with your job or the jobs of other employees
- **Data Classification** - The Arc material that is classified *confidential* and *private* should not be stored or sent on the Internet. Local management can make exceptions for The Arc confidential material when appropriate contracts are in place and secure sites or encryptions are used. The Arc *Internal Use Only* data can be transmitted if there are appropriate agreements in place with the recipient.

### 310 DRUG AND ALCOHOL USE

It is The Arc of Tri-Cities' desire to provide a drug-free, healthful and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner.

While on The Arc of Tri-Cities' premises and while conducting business-related activities off The Arc's premises, no employee may use, possess, distribute, sell or be under the influence of alcohol or engage in the unlawful manufacture, distribution, dispensation, possession or use of illegal drugs. Violations of this policy will lead to disciplinary action, up to and including immediate termination of employment and/or required participation in a substance rehabilitation or treatment program. Such violations may also have legal consequences.

The legal use of prescribed drugs is permitted on the job only if use does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner.

Under the Drug-Free Workplace Act, an employee who performs work for a government contract or grant must notify The Arc of Tri-Cities of a criminal conviction for drug-related activity occurring in the workplace. The report must be made within five days of the conviction. See *The Arc's Drug and Alcohol Policy*: S:\Policies\Personnel\Drug And Alcohol\Drug And Alcohol Policy 2010 Tm.Docx

### 311 SEXUAL AND OTHER UNLAWFUL HARASSMENT

The Arc of Tri-Cities is committed to providing a work environment that is free of discrimination and unlawful harassment. Actions, words, jokes or comments based on an individual's sex, race, ethnicity, age, religion or any other legally protected characteristic is strictly prohibited. Sexual harassment (both overt and subtle) is a form of employee misconduct and can occur in a variety of situations. The following list includes examples of sexual harassment and is not intended to be all-inclusive:



- Unwanted jokes, gestures, offensive words on clothing, and unwelcome comments and repartee

- Touching and any other bodily contact such as scratching or patting a coworker's back, grabbing an employee around the waist, or interfering with an employee's ability to move
- Repeated requests for dates that are turned down or unwanted flirting
- Transmitting or posting emails or pictures of a sexual or other harassment-related nature
- Displaying sexually suggestive objects, pictures, or posters

Any employee who needs to report an incident of sexual or other unlawful harassment should promptly report the matter to his or her immediate supervisor or the Executive Director. If the immediate supervisor is unavailable or the employee believes it would be inappropriate to contact that person, the employee should immediately contact the Executive Director. Employees can raise concerns and make reports without fear of reprisal.

Anyone engaging in sexual or other unlawful harassment will be subject to disciplinary action, up to and including termination of employment.

### **312 Zero Tolerance of Violence**

The Arc of Tri-Cities will not tolerate violence on or around its premises either by or against staff members, volunteers, or members of the public.

Staff members and volunteers are expected to treat other human beings with respect and dignity.

Any incidence of violence should be reported promptly to the appropriate supervisor, volunteer manager, department head, any member of management or the Executive Director.

Violence includes, but is not limited to, verbal or physical intimidation, contacts or threats.

Reported incidents are subject to investigation or corrective action.

Any staff member who does not comply with this policy may be subject to discipline, up to and including termination.

### **313 Code of Ethics**

The Arc of Tri-Cities is committed to maintaining quality in our services and reputation. To ensure this is achieved we ask that staff and Board members adhere to the following Code of Ethics.

- Represent the interests of all people served by The Arc of Tri-Cities.
- Not use my position on the Staff to advance personal interest.
- Keep confidential material confidential.
- Approach all personnel and operations issues with an open mind, prepared to make the best decision for the whole organization.

- Do nothing to compromise the trust of those being represented or served.
- Exercise authority only with approval by Executive Director or by my Department Manager
- Appraise both present and future needs of the community of people with intellectual and developmental disabilities and find ways to meet those needs through the programs and services of The Arc.
- Follow the personnel and operations rules, policies, values and tenets set down by The Arc of Tri-Cities
- Work through my Department Manager, and the Executive Director.
- Be informed of the proper duties and functions of my position as a staff member.

See Appendix E

### 314 Conflict of Interest

While complete avoidance of conflict of interest is not always possible, each Staff member must make every effort to anticipate and disclose situations in which such a conflict exists or may exist.

A conflict of interest may exist when a Staff member acts or influences any matter before the staff and board in which the staff member will (or may appear) to benefit personally. A conflict of interest may also exist if the staff member is working with another entity, serving on a staff or board of another entity who is competing for the same dollars as The Arc of Tri-Cities.

#### *Procedures to avoid conflict of interest:*

Inform the Executive Director of a potential Conflict of Interest Disclosure.

- When you are uncertain if a conflict of interest (or the appearance of one) exists, the issue needs to be addressed by the Executive Director.
- If you have questions about the issue of another Staff member's conflict of interest, you are expected to tactfully raise the issue.
- If the Executive Director agrees with the team of Managers at The Arc that at least the appearance of a conflict of interest exists, the affected staff member is not to continue having input on the matter and may be excluded by the Executive Director from deliberations of the matter. Such disclosure and the resulting actions are to be recorded in written form and kept within the employee's file.
- With full Executive Director and management team approval, the member may be allowed to have input on the matter.

See Appendix E

### 315 Whistle Blowing

The Arc of Tri-Cities is committed to high standards of ethical, moral and legal business conduct. In line with this commitment, and The Arc of Tri-Cities to open communications, this policy aims to provide an avenue for employees to raise concerns and reassurance that they will be protected from reprisals or victimization for whistleblowing.

This whistleblowing policy is intended to cover protections for you if you raise concerns regarding The Arc of Tri-Cities, such as concerns regarding:

- Incorrect financial reporting;
- Unlawful activity;
- Activities that are not in line with The Arc of Tri-Cities policy, including the Code of Business Conduct; or
- Activities, which otherwise amount to serious improper conduct.

#### Safeguards

*Harassment or Victimization* - Harassment or victimization for reporting concerns under this policy will not be tolerated.

*Confidentiality* - Every effort will be made to treat the complainant's identity with appropriate regard for confidentiality.

*Anonymous Allegations* - This policy encourages employees to put their names to allegations because appropriate follow-up questions and investigation may not be possible unless the source of the information is identified. Concerns expressed anonymously will be explored appropriately, but consideration will be given to:

- The seriousness of the issue raised;
- The credibility of the concern; and
- The likelihood of confirming the allegation from attributable sources.

*Bad Faith Allegations* - Allegations in bad faith may result in disciplinary action.

#### Procedure: 1. Process for Raising a Concern

*Reporting* - The whistleblowing procedure is intended to be used for serious and sensitive issues. Such concerns, including those relating to financial reporting, unethical or illegal conduct may be reported directly to the Executive Director.

*Timing* - The earlier a concern is expressed, the easier it is to take action.

*Evidence* - Although the employee is not expected to prove the truth of an allegation, the employee should be able to demonstrate to the person contacted that the report is being made in good faith.

#### Procedure: 2. How the Report of Concern Will be Handled

The action taken by The Arc of Tri-Cities in response to a report of concern under this

policy will depend on the nature of the concern. The Board of Directors shall receive information on each report of concern and follow-up information on actions taken.

*Initial Inquiries* will be made to determine whether an investigation is appropriate, and the form that it should take. Some concerns may be resolved without the need for investigation.

*Further information*-The amount of contact between the complainant and the person or persons investigating the concern will depend on the nature of the issue and the clarity of information provided. Further information may be sought from or provided to the person reporting the concern.

## SECTION 400 BENEFITS

### 401 BENEFIT ACCRUAL

Accrual of benefits will begin after completion of probationary period.

### 402 SICK LEAVE

Sick leave benefits are provided to all full-time employees. Sick leave is intended to provide time off with pay for employees who are legitimately ill and not able to perform their regularly scheduled work assignments. Any employee exhibiting a pattern of frequent illness, or any employee experiencing illness requiring more than four days absence from work is required to provide a doctor's statement justifying the absence.

The Arc of Tri-Cities will compensate for accrued sick leave as deemed needed for employee illness. Full-time employees will accrue sick time at the rate of six hours per month after probation. Employees are eligible for sick leave after successfully completing the probationary period.

To receive sick pay, you must notify your immediate supervisor of your inability to work as soon as possible and at least two (2) hours prior to the time you are scheduled to report to work. Upon termination, the employee will forfeit accrued sick leave.

### 403 VACATION

Annual vacation will be paid to full time employees. Vacation accrual begins after successful completion of probationary period, which is known as the employee's anniversary date. Vacation benefits are based on the anniversary date. Part-time and temporary employees are not eligible for vacation. Accrued vacation rate is based on employee's time of service.



#### Vacation Schedule

0 through 5 years	2 weeks
6 through 10 years	3 weeks



11 through 15 years	4 weeks
16 through 20 years	5 weeks
20+ years	6 weeks

Vacation benefits are paid at the employee's regular rate of pay and must be scheduled in advance by submitting a Request For Vacation form and approved by the immediate supervisor or Executive Director. *See Request for Vacation form at S:\Forms\Staff\REQUEST FOR VACATION.Docx*

Employees may receive an early paycheck prior to vacation with the immediate supervisor's approval.

After the probationary period, paid vacation may be taken as accrued in no less than two hour increments. The maximum vacation days a person can take at one time are twenty days. Employees are expected to take an annual vacation. However, an employee may request to hold over vacation hours earned in the previous twelve months. A maximum of eight weeks can be held over. Employees can carry over no more than six weeks of vacation from one year to the next. The employee's anniversary date starts after the probationary period. For the purpose of tracking accrued and taking vacation, the year begins on the employee's anniversary date and ends the day before the anniversary date of the following year.

Employees will be paid for accrued vacation at the time of separation.

#### 404 RETIREMENT PLAN

The Arc of Tri-Cities provides the opportunity to participate in a 403 (B) retirement plan for full-time employees. Contributions to the 403 (B) plan are by payroll deduction agreement. An employee can begin contributions any time after probation period by notifying the supervisor.



403 (B) plans can be invested only in mutual funds or annuity contracts. Each employee is responsible for choosing his or her own company to represent the 403 (B) plan. The Arc of Tri-Cities will automatically deduct the amount from the employee's paycheck and mail the amount to the selected investment organization.

#### 405 JURY DUTY

When an employee receives a summons for jury duty, the summons will be presented to the immediate supervisor.

- **Full Time Compensation** - A full-time employee is entitled to compensation for jury duty in one of two ways:

- The employee may choose to keep the per diem fee as paid by the courts as the employee's compensation.
- The employee may choose to use accumulated sick leave. If this choice is made, the employee will turn the per diem fee over to The Arc's accounting department.
- **Part Time Compensation** - A part-time employee will keep the per diem fee as administered by the court.

## SECTION 500 TERMINATION OF EMPLOYMENT

### 501 TERMINATION OF EMPLOYMENT POLICY

The Arc of Tri-Cities will generally schedule an exit interview at the time of employment termination. The exit interview will afford an opportunity to discuss such issues as employee benefits, conversion privileges, repayment of outstanding debts to The Arc or return of The Arc's property. Suggestions, complaints and questions can also be voiced.

Since employment with The Arc is based on mutual account, either the employee or the employer may terminate at will, with or without cause, at any time. All accrued vacation, vested benefits that are due and payable at termination or will be paid and likewise any personal charges made against The Arc will be deducted.

### 502 RESIGNATION WITH NOTICE

Employees of The Arc of Tri-Cities are expected to give not less than two weeks (14 days) notice in writing. Information to be included in resignation:

- Reason for leaving
- Last date of work
- Salaried (management) employees are expected to give at least thirty days' notice of resignation in writing.

## SECTION 600 GENERAL POLICY & APPENDICES

### 601 STATEMENT OF GENERAL POLICY

The Arc of Tri-Cities is an At-Will Employer and is a No-Fault Employer in accordance with the law in the State of Washington. The employment of any employee may be terminated at any time, with or without cause. The Employee Manual is intended only as a statement of general practice, and is not a part of any contract of employment between The Arc of Tri-Cities and an employee or other person performing services for The Arc.

The Arc of Tri-Cities is an equal opportunity employer. It is the policy of The Arc that no person shall be subject to discrimination or its sub-contractors because of race, marital status, color, religion, sex, ethnicity, national origin, age, geographic location, sexual orientation, gender, disability, or status as a disabled veteran or Vietnam era veteran,

HIV or any other characteristic protected by law.

The Arc of Tri-Cities will comply with all applicable state and federal laws, rules and regulations governing the employment relationship. No employee or other person acting for The Arc shall have the authority to waive compliance with any such law or rule, or to obligate The Arc with respect to an act in violation thereof.

This statement of general policy shall be reprinted and distributed to all employees of The Arc. Each employee shall be required to acknowledge in writing the receipt of a copy hereof.



Appendix A (page 1 of 2)

## EMPLOYEE GRIEVANCE POLICY AND PROCEDURE

Every staff member of The Arc of Tri-Cities has the right to express complaints and or problems on any subject relating to the organization. Staff members will be supported and encouraged in their expression of grievances without suffering negative repercussion.

The purpose of a grievance policy and procedure is to provide the mechanism that will allow employees to bring complaints and problems to the attention of management, and to promote communications to establish and a system of accountability. The grievance policy and procedure also is used to promote good employee morale by minimizing and adjusting complaints through a fair and orderly process.

A grievance is an unresolved complaint or dissatisfaction. It is the policy of The Arc of Tri-Cities to ensure that employee grievances are given fair treatment by establishing a grievance procedure to ensure that legitimate grievances, when not resolved at the first level of supervision, will be dealt with in a fair and just manner at successively higher levels of management.

Any employee having a reasonable complaint regarding conditions of employment may present his/her grievance, using the steps in this procedure. Whenever possible this process will be used in the same manner to ensure fair treatment of all employees.

- **Informal Discussion** - An employee is encouraged to bring up any questions or concerns about terms or conditions of employment first with his or her immediate supervisor. It is intended that the informal discussion shall resolve the issue. If the staff member feels he/she cannot approach the immediate supervisor because of the supervisor's involvement in the alleged issue, the staff member may directly contact the immediate supervisor before pursuing formal procedures. If the discussion with the immediate supervisor does not resolve the issue, the staff member may proceed to the formal review procedures.
- **Level One Formal Review** - The staff member will complete a written "Grievance Form" setting forth the specific acts, conditions, or circumstances alleged to be in violation, and submit to immediate supervisor. Grievance Forms are located at the front desk. The immediate supervisor shall investigate the allegations set forth as expeditiously as possible, but in no event more that fifteen calendar days of the filing of the charge. He/she shall provide the employee with the results of the investigation and recommendation(s).
- **Level Two Formal Review** - If the staff member is not satisfied with the result from Level One, he/she may submit to the immediate supervisor a request within five working days after receipt of results and recommendation(s), that the grievance be directed to the Executive Director. The Executive Director will review and respond as expeditiously as possible, but in no event more than fifteen calendar days, the following:

Appendix A (page 2 of 2)

- Uphold the decision resulting from the immediate supervisor's investigation, or
- Implement reasonable measure to eliminate any such complaint, act, condition or circumstance.

If the decision of the Executive Director is not agreed with, the grievance will be forwarded to the Board of Directors in writing for review. The Board President will appoint a special committee or the Executive Committee to investigate the grievance. The Board of Directors will address the recommendation of the committee for the final decision.

In the case of a formal written grievance against the Executive Director, the grievance will be referred to the Executive Committee and then to the Board of Directors for resolution.

Complaint records resulting from the grievance procedure are kept in a locked file cabinet. As with all other employee records, complaint records are confidential.

The process of taking time to ask and answer questions, communicate and resolve workplace concerns makes an important contribution to the overall performance and growth of The Arc.





Appendix C



## ELIGIBILITY FOR EMPLOYMENT

I do hereby declare that I am a citizen of the United States or legally hirable, carry current automobile insurance on my vehicle as required by Washington state law, and have never been and am currently not an abuser of children or adults, nor have I ever been convicted of assault on another person.

It is further agreed that if, in further investigation, I am found to have falsified any of the above statements, I may not be eligible for hire/continued employment.

Applicant's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Appendix D



## Employee Manual Acknowledgment Statement

The EMPLOYEE MANUAL describes important information about The Arc of Tri-Cities and your working relationship with the agency. I acknowledge that I have received and thoroughly read the EMPLOYEE MANUAL and I have asked for and received to my satisfaction an explanation of anything I did not understand. Any questions that may arise at a later date should be directed to my immediate supervisor for clarification. I acknowledge that it is my responsibility to comply with the policies contained in this EMPLOYEE MANUAL and any revisions.

I further understand that THIS MANUAL IS A GUIDE, AND NOT AN EMPLOYMENT CONTRACT. The policies contained in this EMPLOYEE MANUAL are subject to change from time-to-time at the sole discretion of the agency. Since the information, policies, and benefits described may be subject to change, I acknowledge that revisions to the manual may occur. I understand that revised information will supersede, modify or eliminate existing policies.

I understand that the responsibility for interpreting any of the policies, procedures, rules and benefits is entirely that of The Arc of Tri-Cities and its managers.

I have entered into my employment relationship with The Arc of Tri-Cities voluntarily and acknowledge that there is no specific length of employment. Accordingly, either I or The Arc of Tri-Cities can terminate the relationship at will, with or without cause, at any time.

This EMPLOYEE MANUAL is a revised version of any previous EMPLOYEE MANUAL issued by the agency. This EMPLOYEE MANUAL supersedes and revokes all prior versions of an EMPLOYEE MANUAL or any memo, bulletin, policy or procedure, on any subject discussed in this EMPLOYEE MANUAL that has been issued prior to the date occurring below.

Employee Name Printed \_\_\_\_\_

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

Date of Signature \_\_\_\_\_

Revised Date on Manual \_\_\_\_\_

## Appendix E

### Code of Ethics:

As a member of the Staff of The Arc of Tri-Cities, I will:

- Represent the interests of all people served by The Arc of Tri-Cities.
- Not use my position on the Staff to advance personal interest.
- Keep confidential material confidential.
- Approach all personnel and operations issues with an open mind, prepared to make the best decision for the whole organization.
- Do nothing to compromise the trust of those being represented or served.
- Exercise authority only with approval by Executive Director or by my Department Manager
- Appraise both present and future needs of the community of people with intellectual and developmental disabilities and find ways to meet those needs through the programs and services of The Arc.
- Follow the personnel and operations rules, policies, values and tenets set down by The Arc of Tri-Cities
- Work through my Department Manager, and the Executive Director.
- Be informed of the proper duties and functions of my position as a staff member.

### Conflict of Interest:

While complete avoidance of conflict of interest is not always possible, each Staff member must make every effort to anticipate and disclose situations in which such a conflict exists or may exist.

A conflict of interest may exist when a Staff member acts or influences any matter before the staff and board in which the staff member will (or may appear) to benefit personally. A conflict of interest may also exist if the staff member is working with another entity, serving on a staff or board of another entity who is competing for the same dollars as The Arc of Tri-Cities.

#### ***Procedures to avoid conflict of interest:***

Inform the Executive Director of a potential Conflict of Interest Disclosure.

- When you are uncertain if a conflict of interest (or the appearance of one) exists, the issue needs to be addressed by the Executive Director.
- If you have questions about the issue of another Staff member's conflict of interest, you are expected to tactfully raise the issue.
- If the Executive Director agrees with the team of Managers at The Arc that at least the appearance of a conflict of interest exists, the affected staff member is not to continue having input on the matter and may be excluded by the Executive Director from deliberations of the matter. Such disclosure and the resulting actions are to be recorded in written form and kept within the employee's file.
- With full Executive Director and management team approval, the member may be allowed to have input on the matter.

\_\_\_\_\_  
Staff Member Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

## Appendix F

### Assurance of Confidentiality and Privacy

One of the primary responsibilities of every employee is to maintain confidentiality. This is defined as any information written, spoken, or electronic that through unauthorized disclosure could compromise the interest or be harmful to the clients or The Arc.

Staff members will be required to sign a confidentiality statement.

Requests for information from outsiders (such as the press) about a client, an employee, The Arc, or any related activities to The Arc shall be forwarded to the Executive Director for disposition.

I shall respect the privacy of clients and hold in confidence all information. I will not disclose client or The Arc of Tri-Cities confidences to anyone, except: (1) as mandated by law; (2) to prevent a clear and immediate danger to a person or persons; (3) where I am a defendant in a civil, criminal, or disciplinary action arising; (4) if there is a waiver previously obtained in writing and then such information may only be revealed in accordance with the terms of the waiver. Information regarding a client is strictly confidential. It may be given to another employee solely on a need-to-know basis to fulfill requirements noted as exceptions above.

Any employee who is found to have violated this policy of confidentiality shall be subject to disciplinary action up to and including termination of employment.

1. I will not remove client charts or notes for the agency except when attending an official meeting regarding the client.
2. Discussion regarding clients will be held in staff offices or other places which assure privacy.
3. No privileged information about clients or staff will be discussed with family and/or friends.
4. Privileged information about The Arc of Tri-Cities, clients and staff are based on a need to know basis and are not to be discussed with other staff and or volunteers.
5. For privileged information, written or verbal, to be shared with other agencies and professionals, written authorization will first be obtained for the client.
6. Access to client files is limited to employees of The Arc of Tri-Cities whose job description requires client records. Access to client files by anyone else must be approved by department supervisor.
7. I will be responsible to store or dispose of client records in ways that maintain confidentiality.
8. I will possess a professional attitude which upholds confidentiality toward clients, colleagues, applicants and any sensitive situation arising within the agency. I recognize that any violation of the above which causes unauthorized disclosure of confidential client, The Arc or employee information is cause for immediate termination without entitlement to any notice or pay in lieu of notice.
9. I will report any concerns I have about our agencies privacy practices to agencies Executive Director.

Signature: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

## Appendix G

### Disability Definition RCW 49.60.040

Disability is defined in RCW 49.60.040 as the presence of a sensory, mental, or physical impairment that is medically recognizable or diagnosable, or exists as a record or history, or is perceived to exist. Impairment includes any physiological disorder, or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological, musculoskeletal, special sense organs, respiratory, including speech organs, cardiovascular, reproductive, digestive, genitor-urinary, hemic and lymphatic, skin and endocrine; or any mental, developmental, traumatic, or psychological disorder, including but not limited to cognitive limitation, organic brain syndrome, emotional or mental illness, and specific learning disabilities.