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## **WELCOME**

You have joined an organization dedicated to meeting the needs of our working parents, staff teamwork, and providing you timely information about the position you hold. The Squaxin Island Child Development Center (SICDC) believes that open communication between the management and you will help to contribute to your job satisfaction and productivity and also help us fulfill our mission of providing outstanding services to our parents, but more importantly our children.

You are an important part of our organization. Because of your commitment, creativity and teamwork you will help us grow. Quality must be created, when caring for young children. Each day gives a new opportunity for building the bond, sparking the curiosity of our children, and sharing the joy of the child's day. It will not always be easy: providing quality care day-to-day is hard work and we thank you for your commitment and dedication.

This handbook is part of our communications commitment. It provides you with an overview of the Organization's policies and procedures that affect you as an employee. If you have not yet read through this Employee Handbook, please take some time to become familiar with the information provided. Then, during the course of your employment, refer back to it whenever you have a question. If there are any changes to the policies, programs and benefits outlined in the handbook, we will make every effort to notify you in advance, unless circumstances prohibit this. SICDC reserves the right to amend, alter or eliminate any policy or program contained herein, with or without notice.

We have a positive, service-oriented view of our organization and its future. We hope that you will always share in our commitment to service and quality and that this Employee Handbook will make you more comfortable in your contribution and performance as an employee.

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## INTRODUCTION

It is important to begin by describing what this employee handbook is, as well as what it is not.

**IT IS** a summary of our organization's employment policies, procedures and benefits. It revokes and supersedes any prior summaries or statements of employment policies and procedures and will serve as the final word in the case of any inconsistency with other written materials or unwritten practices.

**IT IS** an evolving document. We reserve the right to make changes, updates, or deletions, or to add to these policies, procedures and benefits at any time. We will keep you advised, in writing, of changes in policies, procedures and benefits covered in this Employee Handbook through notices on the bulletin board, employee meetings, and/or circulation of revised pages or distribution of an entirely revised employee handbook.

**IT IS NOT** your only source of information on employment-related issues. Although this Employee Handbook will probably always be the best place to start in finding answers to questions, you may, from time to time, have questions that it does not answer. In those situations, you should talk with your supervisor or our Accounting/Human Resources Department.

**IT IS NOT** a contract of employment. We hope that our employment relationship with you will be rewarding for you and us. However, your employment is "at will" and may be terminated at any time, with or without cause, by either you or us. The information contained in this manual is presented simply as a summary of current policies, procedures and benefits of this organization.

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# ABOUT THE SQUAXIN ISLAND CHILD DEVELOPMENT CENTER

## 001 Organization Mission

**Our goal is your goal  
A well-rounded and well-adjusted child**

We believe in providing a quality of service with incomparable standards

•  
Learning through play in a safe, secure and challenging environment is beneficial in promoting a learning environment that encompasses a child's emotional, intellectual, physical and social development

•  
A working environment that commits to excellence and professional growth, encouraging motivation, teamwork and retention

•  
Support the whole family and build our partnership with our daily commitment to you

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## **Commitment to Excellence**

**Commitment to our children**  
*A place for individual care of children*

**Commitment to Parents**  
*Anticipate the needs of the families we serve*

**Commitment to Staff**  
*A professional environment that engages possibilities for growth of knowledge in our chosen profession*

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## **Center Motto**

*Learning for Life!*

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## **ON THE JOB**

### **101 Verification of Status (1-9)**

The SICDC complies with federal immigration laws to verify identity and legal authorization to work in the United States of all individuals hired. In keeping with this obligation, you will be asked to attest to your identity and legal authorization to work in the United States upon being hired, as well as to furnish satisfactory documentation verifying the same. All offers of employment, as well as continued employment, are conditioned upon the satisfaction of this requirement.

### **102 Equal Employment Opportunity and Affirmative Action**

The SICDC provides an equal employment opportunity to all employees and job applicants and is committed to recruiting, hiring, compensating, and promoting the best-qualified individuals for all positions at all levels. Employment decisions will be based on merit, qualifications and competence without regard to race, color, age, sex, sexual orientation, familial status, religion, creed, national origin, ancestry, marital or veteran status or disability (except as necessary to comply with the Squaxin Island Tribe's Indian Preference policy, and except where certain characteristics are essential bona fide occupational qualification and/or requirements or where a disability is a bona fide occupational disqualification or other status protected by applicable law).

Additionally, all employees will be free from harassment based on any status set forth above. Discrimination and/or harassment based on any of the above factors are inconsistent with our philosophy of doing business and will not be tolerated. For additional guidelines pertaining to harassment, see the following section.

### **103 Recruitment**

The recruitment, selection, and appointment of applicants for employment are the responsibility of the Center Director. The SICDC Board shall be responsible for the Center Director's position.

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## 104 Job Vacancy Posting

- **Requests**

The Tribal Human Resource office should receive a written request from the SICDC wishing to fill a vacancy. The request should include the desires of the SICDC with respect to changes in position description, minimum qualifications, pay range, or posting process. Within three (3) working days of receipt of requisition, the Tribal Human Resources office shall post the job announcement.

- **Posting**

Job Announcements will be initially opened for Tribal members only for a period of ten (10) working days, to encourage employment of Tribal members. Announcements will be mailed to all Tribal members. If, after this initial posting, no qualified Squaxin candidates are found, announcements will be opened to the public.

- **Announcements**

Announcements shall be posted in The Tribal Center, regular work place of tribal employees, and in community locations. Additional posting may be in local newspapers and employment offices and where appropriate.

- **Certification of Eligibility and Screening**

The Center Director will review applications to determine if any Squaxin Tribal Members meet or exceed the minimum qualifications for the position. The Tribal Human Resources Director will confirm Tribal enrollment for Squaxin membership and check for other eligibility requirements. Eligibility for re-hire after termination or job abandonment will be 12 months for the 1<sup>st</sup> occurrence, 18 months for the 2<sup>nd</sup> occurrence and 2 year's thereafter. If a Squaxin applicant or applicants meet the minimum education and experience levels for the position, interviews will be scheduled. Applicants must complete a satisfactory interview and meet other requirements. (i.e. drug testing, references, etc...)

If no qualified Squaxin applicants are available, or all Squaxin applicants are disqualified, the vacancy announcement will be opened to the public. After this second posting, the Center Director will determine which candidates meet or exceed the minimum education and experience levels. The Tribal Human Resources department will determine whether any candidates are eligible for Indian Preference per CFR-25. If any Indian Preference candidates are found, interviews will be scheduled, with only Indian Preference eligible candidates interviewed.

If no Indian Preference candidates are found, a pool of three or more candidates may be formed. If less than three qualified non-Indian Preference applicants are found the Center Director and the Tribal Human Resources Director may jointly decide whether or not to re-advertise the position.

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## **105 Harassment**

The SICDC is committed to providing a work environment free of intimidation or harassment of any kind. Engaging in any act which discriminates against another employee, customer or vendor because of that individual's race, color, national origin, sex, religion, creed, sexual orientation, marital status, veteran's status, age, the presence of a physical or mental disability or any other status protected by applicable laws will not be tolerated. Sexual harassment is unacceptable and illegal and is grounds for disciplinary action, including immediate termination.

Any employee who experiences conduct of this sort, or feels that he or she may have been subjected to harassment or his or her work environment has become unproductive, should immediately bring the matter to the attention of his or her supervisor or the Center Director. Please be assured your concerns will be investigated promptly and you will not suffer retaliation for reporting good faith concerns. It is important to our organization that all claims of discrimination or sexual harassment be thoroughly reviewed and investigated so that appropriate steps are taken as necessary.

Employees are encouraged and expected to cooperate in any investigation. The complaint and any information gathered in an investigation are considered confidential and will be protected to the greatest extent possible.

The following guidelines apply to cases of apparent sexual harassment:

Prohibited conduct includes unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when:

- Submission is made either explicitly or implicitly a term or condition of an employee's employment or a vendor or customer's ability to do business with SICDC;
- Submission to or rejection of such conduct by an individual influences employment decisions; or
- The conduct has the purpose or effect of interfering with an employee's work performance or creating an unproductive work environment.

The prohibited conduct may be oral, written, visual or physical in nature. It includes unwelcome sexual advances, requests for sexual favors, physical touching or the granting or withholding of benefits of employment in response to sexual conduct. More subtle forms of behavior, such as offensive posters, cartoons, comments and jokes of a sexual nature also may constitute sexual harassment when they create or contribute to a hostile or offensive environment.

## **106 Reasonable Accommodations**

The SICDC will afford reasonable accommodation to qualified applicants & employees with a known disability, or for an employee's religious beliefs, unless to provide such accommodation creates an undue hardship on the operation of the organization.

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## **107 Job Descriptions**

It is the objective of SICDC to have job descriptions for each position within our organization. Your supervisor will provide your job description to you. Your supervisor and the SICDC management have the right to change or alter job descriptions both temporarily or permanently.

## **108 Background Checks**

For the safety of our children all employees must complete an identification verification, FBI or Washington State Police background check as determined by the Center Director, and fingerprinting before employment begins. Additionally, references, including past employment and education will be verified. After the initial verifications, we will routinely subject our employees to periodic searches of these items.

**Furthermore the following policies and practices will be adhered to as well:**

**1) Employment is conditioned upon the prospective employee giving the State and the**

**Squaxin Island Tribe the right to do a criminal background checks.**

**2) Failing to disclose relevant information in the employment application, as later revealed in the background check, is grounds for immediate termination.**

**3) Once an employee, he or she has a duty to disclose future convictions.**

**4) All employees agree to sign any and all releases relevant to future background checks.**

## **109 Orientations**

As a new employee you will be given a copy of this employee handbook during your first week with the SICDC. It is expected that you will review it and become familiar with it. You will be asked to complete personnel paperwork, payroll information, and any other required forms. Your supervisor is responsible for the operations of your department and will be a good source of information about the organization and your duties.

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## 110 Employment Categories

Your wages or salary, benefits, and job duties are affected, in part, by your employee classification and job title. The following are the employee classifications that apply to SICDC employees. You may fall into more than one of these categories.

### Trial Service Employee:

An employee who is still within a 90 day period of his/her start date, or any extension thereof as necessary to evaluate the employee's performance. This classification also includes employees who have assumed a new set of job responsibilities and/or change to full-time instead of part-time employment.

### Full-Time Employee:

An employee who is hired to work at least 30 or more hours per week on a regular basis on a regular schedule.

***Note: If your status changes from FT to PT after ninety (90) days of employment, you will be paid for any unused, accrued personal leave time. All FT benefits end on the last day of FT employment.***

### Part-Time Employee:

An employee who is hired to work less than 30 hours per week, but more than 10 hours per week on a regular basis on a regular schedule.

### Temporary Employee:

An employee who is hired to work for a set period of time, such as a substitute or a grant sponsored program, with limited funding.

### Contract Employee:

We generally do not hire employees to work on a contract basis either temporarily or on a long-term basis.

The SICDC has the right to modify or alter work schedules as required to fulfill job duties. This may include seasonal or temporary increases in hours scheduled. A seasonal or temporary increase in hours does not change an employee's classification to full-time.

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## 111 Status Change/Benefit Eligibility

On occasion, the hours you work as a FT employee may drop below thirty (30) hours per week and, therefore, affect eligibility for benefits. Whether you or your supervisor initiate the reduction in hours, the following guidelines will apply:

- When a FT employee is not scheduled to and does not work at least thirty (30) hours per week for three (3) consecutive pay periods that employee's status will be changed from FT to PT.

Similarly, on occasion a PT employee's hours may increase to thirty (30) hours per week or more, and therefore, affect eligibility for benefits. When your supervisor approves your increase in hours, the following guidelines will apply:

- When a PT employee is scheduled to and actually works at least thirty (30) hours per week for more than three (3) consecutive pay periods, that employee's status will be changed from PT to FT.

## 112 Exempt and Non-Exempt Classification

- Exempt Employees:

An employee who is paid a fixed salary on a weekly, monthly, or annual basis, rather than an hourly wage, and who meets the criteria for exclusion from applicable wage and hour laws (for example, managerial, professional) is considered to be exempt. An exempt employee does not receive overtime pay.

- Non-Exempt Employee:

An employee who does not meet the criteria for exclusion from applicable wage and hour laws and is eligible to receive overtime pay based upon the applicable overtime laws.

## 113 Hours of Work

For payroll and accounting purposes, the workweek begins on Sunday, 12:01 a.m. and ends on Saturday, 12:00 midnight.

**Your supervisor establishes work schedules.** You are expected to work all of the hours and days assigned. Your supervisor has the right to change and/or adjust schedules due to attendance, enrollment, or employee performance. Center management will make every possible effort to notify you of any changes or adjustments in your schedule. Review each schedule thoroughly so that you are familiar with your assigned hours and days off. Requests for scheduling changes or for particular days off must be made at least two (2) working days ahead of time and approved by your supervisor.

To maintain staffing ratios, you may be asked to utilize vacation time during periods of temporary low enrollment or to work overtime as required. You must use any accrued personal leave time before any unpaid time is approved.

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## **114 Rest and Meal Periods**

All non-exempt employees receive a fifteen (15) minute paid rest break for each four (4) hours of working time. Ideally, a break will occur near the midpoint of each four-hour work period, but your supervisor will do scheduling of all breaks. Break periods should not be used to extend a lunch period, work overtime, or leave early.

Employees working more than six (6) hours in a day are required to take a meal break. The normal meal break is at least a thirty (30) minute unpaid period. Every effort will be made to ensure that a meal break is provided. **When an employee does not receive a meal break he/she will be paid for that thirty (30) minute meal break.** If you work three or more hours beyond your scheduled shift, you will have an additional unpaid meal period before or during your extended shift.

**Occasionally, however, it may be impossible due to unforeseen staffing constraints to relieve an employee of breaks or possibly even meal breaks.**

## **115 Payment of Overtime**

The regular workweek is forty (40) working hours. Any overtime work must be authorized by your supervisor before you exceed 40 work hours. Working overtime without authorization is grounds for disciplinary action, up to and including termination. Overtime pay is paid to all non-exempt employees at the overtime rate of one and one-half times the regular rate of pay for all hours actually worked over 40 hours in one workweek.

## **116 Attendance Reporting**

Accurate records of the hours you work ensure that you will be paid correctly and that you receive full credit for the work you do. All employees must fill out time sheets to record hours worked. You must arrange to have corrections or changes to your time records made in ink and initialed by your supervisor. There may be occasions when Center Management notes an additional error when entering your time into the payroll system. Every effort will be made to notify you verbally, and also the Center Management will forward to your supervisor a written copy of the revised record.

You are responsible for the accuracy and completeness of the information on your time records. Falsifying time worked or purposefully not recording time off constitutes a violation of policy and may result in disciplinary action, up to and including termination.

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## **117 Attendance and Tardiness**

Because of the importance of providing consistent care for children, regular attendance is essential. Staff absences require special adjustments to cover the absent employee's job duties and responsibilities. Therefore, it is your responsibility to maintain a satisfactory attendance record. Attendance and punctuality are considered when determining pay increases, promotions, and terminations. You should be at the Center and ready to begin work at your scheduled time. If you are unable to report for work, know that you will be late, or if you must leave early, notify your supervisor 24 hours in advance. In case of emergency, notify your supervisor no less than one (1) hour before the schedule change. If your supervisor is unavailable, you must make an attempt to speak with another employee or in unusual circumstances leave a message for your supervisor, stating your reason for being late or absent and a telephone number where you may be reached.

You must obtain prior approval from your supervisor if you leave your assigned position during working hours. Failure to follow proper procedure for notification may result in loss of compensation during the absence. Frequent or repeated incidents of absenteeism, tardiness, or departure without prior approval from your supervisor create inconsistency in the Center and may result in termination.

If you fail to report to work for two (2) consecutive workdays and fail to follow Center procedure for notifying your supervisor, we will consider that you have voluntarily resigned your position.

## **118 Employment of Family Members (Nepotism)**

- The Squaxin Island Child Development Center wishes to discourage nepotism. For purposes of this policy, nepotism shall be defined as favoritism shown to an immediate family member while functioning in an official administrative capacity.
- For all practical purposes, this shall also mean that an employee may not directly supervise an immediate family member.
- The following rules shall be observed with respect to SICDC employment:
  - No person shall hold a job or be hired to a job that requires direct supervision of or by an immediate family member.
  - The Center Director may grant a waiver if no other qualified individual can be found to adequately fill the position in question. Documentation shall be required to demonstrate that no other individual was qualified or available for employment and the waiver must be in writing.
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## **119 Promotions & Rehires**

When a job opportunity becomes available, the position will be filled from within whenever possible. An employee who feels he/she is qualified for an open position and is satisfactorily performing his or her current job may apply for a job opening by submitting a written request for transfer or promotion to the Center Director. We reserve the right to determine relative qualifications for an open position or to hire from outside rather than promote from within.

Eligibility for re-hire after termination or job abandonment will be 12 months for the 1<sup>st</sup> occurrence, 18 months for the 2<sup>nd</sup> occurrence and 2 year's thereafter.

## **120 Employee Records**

The SICDC will maintain employee records that are job-related and confidential. Important information regarding your employment history is maintained in your personnel file. Performance reviews, educational or training attainments, compensation, and disciplinary information are examples of such records. In addition to your personnel file, a separate confidential file is maintained to hold any medical information or other confidential information protected by applicable law.

It is extremely important that your employee file contain current and accurate information. If there is a change in your address, telephone number or other personal data, it is your responsibility to immediately report this change to your supervisor or Center Management

Personnel records will be kept five years from termination or the length of time required by law.

## **121 Employee Inspection of Records**

You may review your personnel records at a time mutually convenient for both you and your supervisor. If you wish to do so, please notify Center Management so that a specific time may be scheduled when appropriate personnel will be available to answer your questions. Any concerns regarding the completeness or accuracy of the information contained in your files should be taken up with your supervisor or the Center Director. Examination of personnel files will generally be limited to normal business hours.

## **122 Privacy Protection of Records**

Your personnel records are confidential. The SICDC protects the confidentiality of this information by limiting record access to management employees with a legitimate business reason. Occasionally, we receive requests for information from your personnel records as part of court proceedings or government activities. It is our policy to respond to all such requests to the extent we are required to do so.

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### **123 Release of Information**

In all other situations, we generally will provide only your job title, and verification of employment dates, unless you specifically authorize us in writing to release additional information. If you are expecting the SICDC to be contacted for reference information, please alert your former supervisor(s) and Center Management

### **124 Expense Reimbursement**

It may occasionally be necessary for you to incur expenses while on business. Such expenses may include mileage for use of your personal vehicle, other transportation charges, parking, meals, and lodging.

Mileage for use of your personal vehicle while on SICDC business will be reimbursed at the rate currently determined by the IRS. While the amount of mileage need not be approved in advance, your supervisor should approve use of your personal vehicle on business in advance.

The Center Director must approve major travel expenses such as airfare and hotel costs in advance. Other expenses (such as meals, parking, etc.) will be reimbursed so long as they are reasonable. If you have questions about what expenses are reasonable, please ask Center Management.

Before you are reimbursed, you must fill out and return to Center Management a reimbursement request form, with receipts attached. Reimbursement checks will be issued with normal check runs, not upon request for reimbursement.

### **125 Professional and Civic Memberships**

The SICDC encourages our employees to participate in professional and service organizations. Approval for expenses associated with these clubs must be approved by your supervisor and the Center Director before they are incurred.

### **126 Career Development & Training**

Career & Staff Development is a critical component of our success, and encourages internal promotion if available. This philosophy is reflected in ongoing opportunities including training and job-related benefits. It is expected that each individual will work with their supervisor in identifying specific interests, abilities and goals. We offer opportunities to design and achieve a fulfilling career path.

The SICDC will attempt to provide training and development courses that will benefit you and enhance your ability to perform your job duties. Occasionally there will be some mandatory in-house training's and/or outside courses that you will be required to attend. Advance notice will be given when mandatory training sessions are held. Training and development opportunities will be given dependent upon budget constraints and are not guaranteed to be available.

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## **127 Personal Appearance**

We are committed to treating early childhood providers as professionals. You are required to present yourself in a manner that allows comfort, flexibility and ensures safety as you perform your job, while at the same time allows you to be viewed with credibility by a parent or visitor. You must wear appropriate clothing, jewelry, and keep nail length so that you are able to bend, stretch, get down on the floor, and work with a variety of materials while in close contact with young children. Please use your best judgment. If you are uncertain as to the appropriateness of your apparel, please speak with your supervisor. You are expected to represent the Center as a professional in both appearance and in your interactions with children and adults.

We also ask employees who greet customers or members of the public on the phone or in person to be aware of the importance of a cordial, positive attitude. Treating other people with respect and a commitment to prompt, courteous service is another critical factor in our success.

## **128 Smoking**

The SICDC is dedicated to providing a healthy and comfortable environment. To this end, smoking is prohibited in all facilities and offices. Smoking by employees is not permitted on SICDC property.

## **129 Drugs and Alcohol**

- **Philosophy and Purpose**

The Squaxin Island Child Development Center believes in and is committed to providing a safe work environment that is free from the harmful effects of substance abuse.

The purpose of this policy is to communicate the Squaxin Island Child Development Center's standards on employee use of alcohol and drugs, to guide employee conduct in order to ensure a safe and efficient work environment, to protect employees and SICDC assets from injury or damage and to promote the greatest efficiency of the work force.

- **Scope**

This policy applies to all employees of the Squaxin Island Child Development Center. Compliance with all elements of this policy is a condition of initial and continued employment.

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- **Prohibitions**

The following conduct by any employee is prohibited and will result in disciplinary action, up to and including termination:

- The use, possession, sale, distribution or being under the influence of illegal drugs or alcohol while on Tribal property, while performing SICDC business in any location, or in a company vehicle.
- The use, possession, sale, distribution or being under the influence of illegal drugs or alcohol off the job when such use adversely affects the employee's on-the-job performance, behavior or the company's reputation or product quality.
- The use of prescription or over-the-counter medication that is contrary to its intended use or used on the job without prior advance notice and approval in accordance with this policy.
- The conviction of an employee for an illegal drug or alcohol related crime on or off the job. Employees are required to notify the Human Resources Department of any criminal drug or alcohol statute convictions no later than five (5) days after such conviction.
- Failure to pass a drug and/or alcohol test whether on or off the job where such result becomes known to the Tribe.

- **Consequences of a Positive Test Result**

Any employee who registers a positive test result whether on or off the job where such result becomes known to the Tribe is subject to disciplinary action, up to and including immediate termination of employment. For the purposes of this policy, the following shall be treated as a positive test result:

- Any test result that is not negative, including an inconclusive test result;
- Refusal to take a required test.

- **Consequence of All Other Policy Violations**

An employee who is found in violation of any policy prohibitions other than a positive test result will be subject to discharge. Any applicant who refuses to consent to the drug test, to comply with all testing procedures and requirements or to pass the test will not be hired.

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- **Testing**

Testing for drugs and alcohol will be conducted under the following circumstances.

- Pre-Employment. Every applicant who is extended an offer of employment will be required, as a condition of employment, to submit to and pass a test for the presence of illegal drugs. Any applicant who is not hired due to a violation of this policy may reapply for employment at any time.
- Post-Accident Testing. An employee will be required to submit to a drug and/or alcohol test if the worker suffers a reportable injury as a result of an on-the-job accident or the employee's job performance, actions or conduct either contributed to an accident or cannot be completely discounted as a contributing factor to an accident. Testing will also be required if the employee's conduct resulted in or contributed to damage to SICDC property or injury to another individual, even if the employee was not injured as a result of the incident. The employee must provide a sample of his/her urine, blood, hair and/or breath when seeking medical treatment.
- Reasonable Cause. An employee will be required to submit to a drug and/or alcohol test when the Squaxin Island Child Development Center Management has reasonable cause to believe that the employee is under the influence of alcohol, an illegal drug or other prohibited substance.
- Random testing. All employees of the Squaxin Island Tribe and its enterprises shall be subject to random drug testing according to the following guidelines:
  - The Tribal government, Island Enterprises, Inc., the Little Creek Casino/Hotel, Skookum Creek Tobacco Co., Inc., Child Development Center and the Northwest Indian Treatment Center shall each constitute a separate pool for random drug testing purposes;
  - Each pool shall separately implement this random drug testing policy;
  - Each pool shall include two employee classifications: Heightened and General;
    - The Heightened classification shall include those employees who:
      - are department directors or managers; work in a law enforcement, security or attorney capacity; regularly operate tribal vehicles including boats or other watercraft, or work as a valet; work with children on a regular basis; or handle money on a regular basis;
    - The General classification shall include all other employees;
- Testing rates and scheduling:
  - The annual effective testing rate for employees in the Heightened classification shall be 100%;
  - The annual effective testing rate for employees in the General classification shall be 50%;
  - Testing shall be spread throughout the year in a manner that meets or exceeds the effective testing rate, and shall occur no less than quarterly;
  - The date and time of testing shall not be announced in advance;
  - Any employee selected for testing shall immediately be eligible for selection in the next round;

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- Each pool shall provide a report to the Tribal Council as soon as possible after the third quarterly testing period. The report shall include the number of employees in each classification; the number of tests conducted to date; the number of positive test results; and, the number of negative test results. The report shall not include any information about the individuals tested (i.e. who was tested, individual test results), but shall be limited to cumulative data. Based upon this information, the Tribal Council may consider whether to increase or decrease testing rates.
  - All random selections, both of which employees to test and the day and time of testing, shall be performed by a third party entity. However, the testing process may be conducted in any reasonable manner in accordance with the policy established by each pool. An employee that is selected but is not scheduled to work during the time the test is to be administered shall take the test as soon as possible upon their return to work.
  - Refusal to take a required test, or an inconclusive test result, shall be treated as a positive test result.
  - The procedures and penalties under existing drug testing policies for the Tribe and its enterprises, including penalties for failure to take a required test, a positive test result, and an inconclusive test result, shall apply to random drug tests under this policy.
  - Different or additional testing procedures may be applied to certain positions due to safety or other needs. Individuals who are offered such positions will be notified of the special drug and alcohol testing procedures applicable to that position. An employee tested under any of the above provisions who fails the drug/alcohol test will be subject to the Consequences of a Positive Test Result as outlined above.

- **Testing Procedures**

To ensure that collection and testing procedures performed under this policy are accurate, fair and dignified, collection and testing procedures used will adhere to the regulation and procedures approved by the U.S. Department of Health and Human Services and the U.S. Department of Transportation regulations or similar standards.

The following procedures will be followed in testing employees:

- The Squaxin Island Child Development Center will provide transportation to and from the specimen collection site for any reasonable-suspicion or post-accident test of an employee. Applicants for initial employment and employees subject to follow-up testing will provide their own transportation to and from the testing facility.
- The collection facility will use procedures that will ensure that the results of all specimens are properly matched with the provider of that specimen.
- All specimens with an initial positive test result for both applicants and employees will be subjected to a confirmation test to ensure the validity of the initial test results.
- A positive test result of any employee will only be communicated to the Center Director of the SICDC.

All information regarding drug test results, rehabilitation, counseling, etc., will be placed in the employee's medical file and kept separate from all other personnel related data.

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- **Use of Prescribed and over-the-counter Drugs**

The use of drugs that are lawfully obtained and properly used is permitted, provided that such use does not interfere with the employee's ability to perform the essential functions of his/her job safely and productively. Any employee taking prescribed medication or over-the-counter-drugs that may impair his/her ability to work safely and/or effectively must notify the Center Director prior to beginning work. Such medication may include, but is not limited to, that which warns the user not to operate motor vehicles or heavy equipment while taking the drug or warns that the drug may cause drowsiness. The Center Director may seek assistance from a Medical Review Officer if a question arises as to the effects of any over-the-counter drug on the employee's ability to work safely and productively.

If required to take prescription medication, it is the sole responsibility of the employee to ask his or her physician, prior to reporting to work, whether the prescribed medication may impair his or her job performance. A written statement from the employee's physician stating that the employee is capable of working safely and effectively must be presented to the supervisor prior to the employee beginning work. The physician's statement need not identify the name of the drug or reason for the prescription. The Squaxin Island Child Development Center will attempt to accommodate any job limitations that are noted by the physician, unless to do so would pose a hardship on Center operations.

Employees must keep all prescription medication in its original container, which states the employee's name, identifies the drug, date of prescription and prescribing physician.

Failure by the employee to notify the Squaxin Island Child Development Center (or immediate supervisor) prior to working, of the use of prescribed or over-the-counter medication that could impair job performance will result in discipline, up to and including discharge.

Washington and other state laws permit certain medical providers to advise their patients on the use of marijuana for certain medical conditions. These laws do not, however, allow medical providers to prescribe marijuana for their patients. The written advice of a physician regarding the use of marijuana to treat medical conditions under Washington or other state law constitutes a prescription for the purposes of this policy. The written advice must be dated by the medical provider, and must be no older than one year.

- **Inspections**

If the Center Director and/or Supervisor has reason to believe that an employee is in possession or control of alcohol, illegal drugs or unauthorized prescription, the Center Director may conduct a search of the employee's workplace and personal property. Employees are required to cooperate when searches are conducted.

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- **Refusal to Cooperate**

Refusal by an employee to consent, immediately upon request, to a test for the presence of alcohol, illegal drugs or prescribed medication, to consent to an inspection of his or her workplace or personal property, or to otherwise fully cooperate in any investigation will constitute insubordination and result in immediate termination.

- **Education and Training**

To educate both new and current employees on the dangers of drug and alcohol use and abuse, the Squaxin Island Tribe may present periodic drug and alcohol training.

- **Under The Influence:** Means an employee's test results register at or above the following detection levels:

**DETECTION LEVELS**

<b>Drug</b>	<b>Initial</b>	<b>Confirmation</b>
<b>Amphetamines</b>	<b>1000 NG/ML</b>	<b>500 NG/ML</b>
<b>Opiate Metabolites</b>	<b>300 NG/ML</b>	<b>300 NG/ML</b>
<b>Cocaine Metabolites</b>	<b>300 NG/ML</b>	<b>150 NG/ML</b>
<b>Phencyclidine</b>	<b>25 NG/ML</b>	<b>25 NG/ML</b>
<b>Marijuana Metabolites</b>	<b>50 NG/ML</b>	<b>15 NG/ML</b>
<b>Alcohol</b>	<b>.04 BAC</b>	<b>.04 BAC</b>

### **130 Employee Use of Vehicles:**

If you use one of our vehicles or use your own vehicle as you perform your job, please be aware of the following requirements:

- You must have acquired and carry with you a valid driver's license and evidence of the minimum insurance required by law (if insurance is to be provided by you). We may ask to keep a copy of these records in your personnel file;
  - You may not permit any unauthorized person to operate one of our vehicles;
  - You must drive in a safe and lawful manner;
  - You must not operate a vehicle under the influence of drugs, alcohol, or any controlled substance; and
  - You must promptly notify Accounting/Human Resources or your supervisor of any citations for moving violations or accidents. Any fines or penalties levied are the responsibility of the employee.

You may not transport any children in your personal vehicle. In an emergency, the Center Director can waive this in advance.

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## **HOW YOU ARE PAID**

### **201 Paydays**

You will normally be paid on the 15<sup>th</sup> and 31<sup>st</sup> of each month. You may request a schedule of pay-dates from the Center Director. This can be changed with prior notice.

### **202 Pay Checks**

Paychecks are distributed to employees by their supervisors. Only upon written instructions from you will your paycheck be released to anyone other than you or your supervisor.

### **203 Deductions**

The SICDC is required to deduct the following taxes from your paycheck: federal income taxes, federal insurance contributions taxes (FICA Social Security and FICA Medicare), workers' compensation and any other taxes or payments required by applicable law. If you wish to change the number of federal exemptions you claim, complete a new W-4 form.

Other deductions may require your authorization. Examples of such deductions include deductions for your portion of any insurance premiums or retirement plan contributions.

### **204 Workers' Compensation**

The SICDC maintains workers' compensation insurance under the Squaxin Island Tribe's worker's compensation program. All employees are required to pay a portion of the insurance premiums that provide this coverage. Any changes in amounts will be communicated to you in advance, if possible.

### **205 Garnishments**

An employee's pay may be garnished if a writ has been delivered which requires a deduction in the employee's paycheck under Squaxin Island Tribal policy. Upon receipt of a writ of garnishment, Center Management will inform you as to the nature and amount of your pay that will be impacted, and provide a copy of the Squaxin Island Tribe's garnishment policy which describes your rights and responsibilities.

### **206 Advances in Pay**

The SICDC, as a policy, does not advance pay or make loans to its employees.

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## **207 Timesheets & Records**

You are required to complete an individual time record showing time worked. A time record covers two (2) workweeks and must be completed each day. The workweeks begin on Sunday @ 12:01am and end on Saturday @ 12:00am. Timesheets are due to the Center Management by 5:00pm on the 2<sup>nd</sup> business day after each payday.

The following rules apply to your time record:

- Accurately record your actual starting time to the nearest .25-hour, time out for lunch, time in from lunch, quitting time, and total hours worked each day.
- Lunch breaks are unpaid for all employees.
- Procedures for accounting for lunch breaks will be determined by Center policy. Either you will clock in and out or the break may be automatically deducted through the Center Management.
- You are not permitted to sign/log in or out before scheduled times or stay after hours without the prior approval of your supervisor.
- Center Management will check and sign time records and approve time for which you are to be paid.
- Overtime is not authorized unless approved in advance by your supervisor.
- Salaried personnel (exempt) must account for daily attendance by submitting a time sheet to the Center Director.

## **SALARY ADMINISTRATION**

### **301 Salary Plan**

Your pay rate is based on an assessment of your position, training, and experience and the external market for similar jobs. Increases in your wage rate or salary will depend on your job performance, budget availability, and marketplace conditions.

### **302 Holiday Bonus**

Subject to funds available for the current fiscal year all regular staff will receive a Holiday Bonus according to a pay schedule approved by the SICDC Board of Directors. All applicable IRS requirements will be followed. All bonuses will be included with 1<sup>st</sup> paycheck in December.

### **303 Performance Appraisals**

It is important for you to understand what is expected of you. When you joined the SICDC, you and your supervisor reviewed your position description to provide a guide to the broad scope of your job as well as your specific day-to-day responsibilities. Position descriptions are used as the basis for evaluating performance, which supports salary changes.

It is the policy of the SICDC and your supervisor to review each employee's salary and performance bi-annually. During your appraisal discussion, you and your supervisor will have an opportunity to share an understanding of your job and job performance. You'll be invited to include your written comments, and asked to sign the form and indicate you have reviewed it.

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## **STANDARDS OF CONDUCT & DISCIPLINE**

### **400 Suspension**

**Employees who have been accused of any crimes or inappropriate activity, included but not limited to improper sexual behavior in the office, abuse of staff and/or children, harassment of staff and/or children, inappropriate financial transactions, not following Center Policies & Procedures, and any actions or decisions that may jeopardize the health and safety of our children and/or staff, may be suspended while the Center performs its own investigation (as per SICDC Investigation Policies and Procedures). Suspensions will normally be three (3) to five (5) work days in length except when the Board President and Center Director find that additional time is required for a thorough investigation. Suspensions shall be with or without pay dependent upon the facts involved and as determined by the Board President and/or Center Director.**

**At the conclusion of the suspension period, employees may be returned to their normal duties, placed on corrective action, or discharged; depending on the nature of the incident and the outcome of the investigation.**

### **401 Performance Discipline**

We function in an environment in which quality and reliability are extremely important. We expect each employee to contribute to the quality and reliability of our organization within the scope of his or her job responsibilities. Failure to meet this standard of performance and behavior may be the basis for adjustment in compensation or disciplinary action, up to and including termination.

It is generally our policy to follow an approach of progressive discipline. This means we may take appropriate action based on the seriousness of the situation and the circumstances. Disciplinary action may include an oral warning, a written warning, and a performance appraisal indicating below-standard performance in one or more areas, probation, suspension or termination. The appropriate action taken will depend on the seriousness of the disciplinary problem. Solely management will make the evaluation of the seriousness of the situation.

The progressive discipline policy is a general guide and does not constitute an employment agreement. The Center is an at-will employer and may terminate your employment at any time for any reason.

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These are examples of conduct that may result in discipline, up to and including termination:

- Background check indicates possible safety issues with our enrolled children;
- **Physical Abuse, Sexual Abuse, Sexual Exploitation, Negligent Treatment or Maltreatment of a child;**
- Failure or refusal to carry out job assignments and management requests;
- Unauthorized release of confidential information;
- Swearing or verbal abuse while at work;
- Falsification of any work, personnel, or other organizational records;
- Unauthorized taking or removal of employer, families/children, or co-worker funds or property, or unauthorized charges to one of our accounts;
- Dishonesty, falsification or destruction of applications, forms, reports, records;
- Discrimination against or harassment of employees, families/children or vendors;
- Possession, consumption, sale, or being under the influence of alcohol or a controlled substance while working or on work premises (except the proper use of medications as prescribed by a physician);
- Deliberate or negligent damage to our property or that of other employees, members, or vendors;
- Conduct involving dishonesty, fraud, person-to-person violence or the illegal use or possession of controlled substances;
- Fighting with or threatening another employee;
- Inefficient, negligent, or below-standard performance;
- Excessive absenteeism, tardiness, or failure to report in when absent or late for work;
- Bringing lethal weapons onto the premises; or
- Violation of any other policy.

Although these are examples, other conduct that adversely affects job performance or the reputation of our organization may also be grounds for disciplinary action.

**Employees are required to notify Center Management of any criminal convictions that may cause permanent or five (5) year disqualification from working within a licensed Child Care Facility, per DSHS Secretaries and State of Washington's Crime and Action List for Background Checks**

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## 402 Complaint Resolution

We know the importance of an open and fair method of resolving complaints and answering questions. 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 to state and resolve workplace concerns, makes an important contribution to the overall performance and growth of our organization.

- **GENERAL**

The Center's management has both a duty and a need to correct the cause of any well founded complaint, grievance, or appeal. An understanding based on the full facts should be reached, because a dissatisfied employee is often an unproductive employee. Employees must feel free to use the process provided to deal with their complaints, grievances, or appeals. The grievance procedures are available to all employees who have successfully completed their Trial Service.

- An employee must be able to use the appropriate process without restraint, interference, coercion, discrimination, or fear of reprisal from management or from other employees. This means that the spirit as well as the letter of fair application of this process must be enforced.
- An employee who is aggrieved by an action which relates to working conditions, work relations, or personnel policies, whose complaint cannot be resolved through informal discussions with the immediate supervisor, may file a written grievance with that supervisor under the provision of this section within five working days after the occurrence of the action in question. This five day limitation may be waived, if, through no fault of the employee, he/she was unaware of the action before the time limit expired. Otherwise, failure to act within the time period specified will terminate the grievance. Where the grievance occurs at a level higher than the immediate supervisor, the employee shall first attempt to resolve the grievance through informal discussions at that higher level. If the complaint cannot be resolved through informal discussions, the employee may file a written grievance at that higher level in the manner and time described above.
- The application of policy, but not the policy itself, may be the subject of a grievance. Grievances shall include, but not be limited to, duty assignments, hours worked, working facilities and conditions, denial of a leave request, disciplinary actions, termination, or any other issue where the employee feels there has been a mistake in the application of policy.
- Only the grievance presented originally shall be considered throughout the procedure. To insure this, a copy of the original grievance shall be filed with the Center Director. Every effort shall be made by the parties to resolve the grievance at the lowest possible level.
- If the final decision overturns a disciplinary action which involves withholding of pay, back pay shall be given to the date of infraction. During the appeal process, pay may be withheld pending the final decision, but the employee, at his or her option, may use any accrued personal leave upon written request. In addition, the Center may extend a deadline as necessary to conduct an investigation in order to render a decision.

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- Time limits applicable to the Center may be extended if, through no fault of the Center, the individual(s) required to take an action or to participate in a process are not available prior to the deadline.
  - **PROCEDURES**

**Step 1:**

The employee shall present the written grievance to the immediate supervisor with a copy to the Center Director. (If the grievance occurs at a higher level, the appeal shall commence at that level.) All grievance letters shall clearly state what action is being grieved and which policy the employee believes was violated. A written response shall be given to the employee with a copy sent to the Center Director within five working days of the filing date. If the grievance remains unresolved and the response is considered unacceptable, the employee may proceed to Step 2.

**Step 2:**

Within five working days after the receipt (or due date) of the response in Step 1, the employee may present a written appeal of the response from Step 1 to the Center Director. All material presented shall be considered, and a decision shall be made within five working days after the receipt of the appeal. The written response shall be given to the parties involved. If the grievance remains unresolved and the response is considered unacceptable, the employee may proceed to Step 3. Prior to making a decision, the Center Director may hold a meeting with the parties to gather information and try to resolve the issue.

**Step 3:**

Within five working days after the receipt (or due date) of the decision in Step 2, the employee may present a written appeal, by submitting a written request to the Center Director for a hearing of the Personnel Committee. The Personnel Committee will schedule a time for a formal hearing. The decision reached by the Personnel Committee shall be considered final.

For the purposes of the above described steps, five working days shall be counted beginning on the next working day after the date the written grievance, appeal or decision is received. Where the party required to respond receives the grievance, appeal or decision by mail, receipt shall be deemed to occur three working days after the grievance, appeal or decision is placed in the United States mail, properly addressed, first class postage prepaid.

- **PERSONNEL COMMITTEE HEARING**

The personnel committee for the Squaxin Island Child Development Center will consist of a four (4) person committee appointed by the Board of Directors of the Child Development Center. One (1) of which is a representative from Tribal Government, two (2) are management staff from Little Creek Casino, and one (1) will be an at large community member.

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- The Personnel Committee shall, within 15 working days after the actual receipt of the request, schedule an appeal hearing. When a hearing is scheduled, written notice shall be sent to all interested parties at least four working days in advance of the date set for the hearing, including a copy of the appeal to be heard, and setting forth the time, date, place, and purpose of the hearing. The Personnel Committee may keep the hearing open as long as reasonably necessary to complete its work.
  - All appeal hearings shall normally be closed to the public unless the employee has requested that a hearing be open. In conducting an appeal hearing, the proceedings shall be informal, and the technical rules of evidence shall not apply.
  - The grieving party shall have the burden of proof. Either party may present witnesses. The Personnel Committee may, in its sole discretion, exclude any witness or testimony that does not provide information relevant to its inquiry.
  - All parties to a hearing shall be entitled to counsel or representation of their own choosing at their own expense.
  - The Personnel Committee shall present in writing, its findings and decision to all concerned parties within five working days following the closing of the hearing. If the supervisor or administrator is found to have followed this Employee Handbook and other applicable written policy and law of the Squaxin Island Tribe, the decision of the supervisor or administrator shall be upheld.

- **RESPONSIBILITIES FOR GRIEVANCE PROCEDURES**

The Center Director or his/her designee shall be responsible for scheduling and enforcement of the grievance procedures, as well as, providing copies of all grievance forms to the Personnel Committee when grievances are referred to that level.

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- **LEGAL REDRESS**

#### Appeals

- All persons eligible to participate in the grievance process and aggrieved by an action or inaction arising from employment relations may appeal a final decision after exhaustion of all administrative procedures.
- Appeals must be submitted to the Squaxin Island Employment Court using the appeals notice form within ten (10) days of receipt of written notice of final administrative action. Receipt shall be deemed to occur three working days after the written notice is placed in the United States mail, properly addressed, first class postage prepaid.
  - The written notice of appeal shall contain the following:
    - Name and address of the appellant,
    - Name of program and supervisor.
  - Date employee was notified of the action the employee is grieving and how notified.
    - Date of Personnel Committee findings and decision.
    - Sufficient and pertinent facts and information regarding the action for appeal.
    - The relief requested.

#### Initial Determination by Employment Court Judge.

- The Employment Court judge shall be a judge of the Squaxin Island Tribal Court.
- The Employment Court judge shall make an initial determination as to whether the filing procedures for the written notice of appeal have been complied with, and if they have been, a hearing shall be granted. If the filing procedures have not been complied with, the hearing shall be denied. The decision of the Employment Court judge on proper filing is final.

#### Scheduling of Appeals Hearing

If the filing procedures have been complied with in a timely manner, a hearing shall be scheduled within fifteen working days of the filing of the notice of appeal, or on the next available court date thereafter. A continuance may be granted on the motion of the parties with the understanding that should the appeal be granted, the appellant waives rights to any wages and benefits accrued between the original court date and the new court date.

#### Evidence

The hearing will be adversarial in nature and may include written and oral testimony from the appellant, employer and their witnesses. The rules of evidence will be consistent with the Squaxin Island Tribal rules of civil court procedure.

#### Applicable Law

The applicable law at the appeal hearing will be this Employee Handbook and any other applicable written law or policy of the Squaxin Island Tribe as they now exist or as they may be amended.

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### Remedies Available

The remedies available in the Employment Court shall be limited to injunctive relief and awards of employment, reassignment, reinstatement, back pay and or benefits. Damage awards shall be limited to five thousand dollars.

### Decision

The Employment Court judge will render a written final decision within five working days after the appeals hearing. Notice of the decision will be sent to the appellant and supervisor or their representatives on the day of the decision. If the supervisor or administrator is found to have followed this Employee Handbook and other applicable written policy and law of the Squaxin Island Tribe, the decision of the supervisor or administrator shall be upheld.

### Appellate Court

Any party to an Employment Court proceeding may have an appeal on the record to the Squaxin Island Court of Appeals of any final decision of the Employment Court. The appeal shall be taken by filing a written notice of appeal with the Clerk of the Tribal Court within ten calendar days from the date of final decision of the Employment Court. The notice of appeal shall be served on all other parties by the party filing the notice of appeal. The filing of an appeal under this section shall not stay the decision of the Employment Court with the exception of monetary awards and awards of employment or reinstatement. The jurisdiction of the Court of Appeals in appeals of Employment Court final decisions shall be limited to upholding the decision of the Employment Court or reversing the Employment Court and directing a new trial where the decision of the Employment Court is found to be arbitrary, capricious, or unsupported by substantial evidence.

## **CONFLICT OF INTEREST**

### **501 Business Conduct**

We expect employees to avoid situations that might cause their personal interests to

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conflict with the interests of SICDC or to compromise its reputation or integrity. A conflict of interest, or the appearance of one, occurs when you or a member of your immediate family uses your position with SICDC for personal benefit through an investment, association, or business relationship that interferes with your ability to exercise independent judgment on our behalf. An example would be having a financial interest in any organization that is a customer, supplier, or competitor of ours.

Employees are also discouraged from accepting meals or other gifts from salespeople, vendors, suppliers, or any other solicitors. The Center Director may approve exceptions to this rule.

## **502 Personal Relationships**

We believe that it is in the best interest of children that employees maintain an appropriate employee-child relationship with each child in our care. Our policy is that employee's must not enter into relationships with parents or family members that may impair your effectiveness in working with children. In addition, your own children may not be enrolled in the classroom where you are assigned. You also must ensure that you do not have a relationship with any customer or vendor in which you or your family members have a personal or financial interest or stake that may interfere with your ability to serve the best interest of SICDC.

## **503 Outside Employment**

All employees may engage in creative, community, freelance, or personal endeavors that:

- would not interfere with their employment duties;
- would not reflect negatively on SICDC

A salary, fee or honorarium may be accepted for outside activities, but the following guideline is recommended:

- any activities and payments (including travel / living expenses) should be discussed in advance with the Center Director to guard against potential conflicting and competitive circumstances.

## **504 Babysitting**

In an effort to maintain a professional atmosphere and prevent any potential conflicts of interest, babysitting by SICDC employees, outside of the facility, of Center children is strongly discouraged. However, if you choose to baby-sit, services must be outside the Center premises and with the understanding that such arrangement and payment for services are solely between you and the child's family. The arrangements are not sanctioned and no liability is assumed by the Center. The parents/guardians of the children enrolling in the Center will be advised of the babysitting policy via the Parent/Guardian Enrollment Agreement.

## **505 Non-Solicitation**

Most forms of selling and solicitations are inappropriate in the workplace. They can be an intrusion on employees and customers and may present a risk to employee safety or to the security of employer or employee property. The following limitations apply:

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Persons not employed by us may not solicit, survey, petition, or distribute literature on our premises at any time. This includes persons soliciting for other charities, salespersons, questionnaire surveyors, labor union organizers, or any other solicitor or distributor. Exceptions to this rule may be made in special circumstances where management determines that an exception would serve the best interests of the organization and our employees.

Employees may not solicit for any purpose during work time, except as approved in advance by the Center Director. Reasonable forms of solicitation are permitted during non-work time, such as before or after work or during meal or break periods. Employees who are on non-work time may not solicit other employees who are on work time. Employees may not distribute literature for any purpose during work time or in work areas.

## **LEAVES OF ABSENCES**

### **602 Military Leave**

Employees who are required to attend annual military reserve training or other active military duty may take the time as either personal or unpaid leave. Employees who take military leave are entitled to return to their jobs as provided under applicable laws.

### **603 Jury Duty**

Performance of jury duty is part of a person's civic responsibilities. Unless your absence would cause an undue hardship on SICDC, we will not ask or encourage you to request to be excused from or postpone a call to jury duty. If you are required to perform jury duty, you will be paid your regular salary, up to a maximum of ten days. Upon receiving your wages from the Court for your jury duty, you are required to sign the check over to SICDC and turn it in to your supervisor. You will be expected to work your regular schedule on any day you are not required to be present in court. You are also expected to work the remaining part of any scheduled shift if you are excused from jury duty with two or more hours remaining on your shift.

In order to receive compensation during jury duty, you must provide us with a letter or other confirmation from the court clerk indicating the time you served and the amount you received in pay from the court.

### **604 Family Medical Leave Act (FMLA)**

Employees may be eligible for family leave of up to twelve (12) weeks in a twelve (12) month period under federal law, with which the SICDC voluntarily complies.

### **605 Unpaid Leave for Personal Reasons**

Under certain conditions, you may be given a leave of absence for a specified period of time. Request for personal leave will be evaluated based on your work record, your department's staffing needs, and your reason for requesting the leave. The circumstances determine the length of the leave, with each case evaluated on an

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individual basis. Employees returning from a leave of absence are not guaranteed a return to their former job. If a position is available for which you are qualified, you may be considered for that opening. Where possible, you will be returning to your prior job or a similar position.

## **HEALTH, SAFETY & SECURITY**

### **701 Health Appraisals**

To ensure that health requirements are maintained, you are required to obtain a pre-employment health appraisal and an annual physical examination thereafter. The health appraisal must meet all applicable state licensing requirements. If you are returning from a Medical Leave of Absence or Family/Medical Leave of Absence, you will be required to provide documentation from a physician confirming that you are able to return to work. You will be responsible for the cost of your health appraisal.

### **702 Serious Disease Notifications**

If you are diagnosed as having a serious or infectious disease, we request that you inform your supervisor as soon as possible. This information will be kept confidential. Your supervisor will work closely with you and your physician to ensure that you are able to perform job duties safely and according to your job description as long as there are no consequences to others around you.

SICDC will comply with applicable occupational safety regulations concerning employees exposed to blood or other potentially infectious materials. As an employee, you are responsible for fulfilling your duty in regard to all safety regulations. If you have concerns regarding working with or performing services for anyone known or suspected of having a serious disease, you need to discuss those concerns with your supervisor.

### **703 Blood borne Pathogens**

All SICDC employees will receive initial and ongoing training on the risks of occupational exposure to “Blood borne Pathogens”, and measures to reduce or eliminate risk. Attendance is mandatory for “Blood borne Pathogens” trainings. As an employee you must adhere to SICDC’s infectious control policies based on Universal Precautions.

Universal Precautions require that you consider every person, all blood and most bodily fluids to be potential carriers of infectious disease. The policy of adherence to the concept of Universal Precautions is strictly enforced for the benefit and protection of every employee and child.

### **704 Hepatitis B Vaccines**

If there has been a definite exposure to Hepatitis B within the Center, you will need the Hepatitis B vaccine series unless you have proof that have already received the vaccination or are known to be immune. In many cases, the cost of the vaccination

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series may be covered by your medical insurance. You will need to provide verification of your vaccination.

### **705 First Aid/CPR**

It is required of all staff to complete and maintain approved First Aid/CPR certification according to Washington State Licensing requirements. Each employee is required to keep First Aid/CPR certifications current and up-to-date, and to submit a certificate of completion to be placed in your personnel file.

### **706 HIV/AIDS Awareness**

All employees must receive HIV/AIDS awareness training annually as per Washington State Licensing requirements. SICDC will schedule such trainings as part of annual operating plans.

### **707 Safety**

Employee safety depends on the safety consciousness of everyone. Always observe the special safety rules applicable in your work area, as well as the following general rules of safety:

Report immediately any injury, safety hazard, or property needing repair to your Supervisor or to the Center Director.

Keep your individual work area clean and orderly at all times.

Do not smoke or permit others to smoke in or on SICDC property.

Do not allow unauthorized persons to operate equipment or to have access to restricted areas.

If you are assigned a job or task requiring protective clothing or equipment, use it. Do not dress in a way that might increase the risk of a job-related injury.

- Store all materials and equipment in their proper places.
- Do not run or engage in horseplay on work premises
- Drive safely and courteously when operating a vehicle as part of work.
- If your job duties include lifting heavy objects, do so with the appropriate equipment and/or assistance.

### **708 Security**

Access to our premises is limited to persons who have a legitimate reason to visit. Unauthorized persons may present a risk to employees, children, or legitimate visitors. If you notice an unauthorized person or witness conduct you think is suspicious, please

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report it immediately to your supervisor. If you believe there is a threat to personal safety involved, the police should be summoned immediately.

### **709 On-The-Job Accidents and Accident Reports**

If you are injured or suspect that you have been injured on the job, you must notify your supervisor immediately. It is his or her responsibility to help you evaluate the situation and assist you in obtaining appropriate medical assistance, should that be necessary.

Refer to Squaxin Island Tribes Workers' Compensation Plan for more information and guidance.

### **710 Emergencies**

There are many forms of emergencies that can occur within the work environment. One such emergency can be a fire. Fire can be a major disaster or an efficiently handled emergency. Always be on the alert for fire or smoke. Know the location of fire fighting equipment in your department and the correct way to operate it. By prompt action, small blazes can be extinguished with a minimum of property loss or harm to persons. Above all, remember to KEEP CALM.

A copy of the company fire and disaster evacuation plan is posted and kept within Emergency Procedures Manual. Periodically familiarize yourself with this plan. All new employees will receive a detailed briefing of the contents of the plan and their duties in the event of such an emergency.

## **PROPERTY**

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## **801 Facilities**

Employee parking spaces are provided in the parking lot. General parking for employees in these parking spaces are on a first come, first-serve basis. A number of parking spaces are reserved for disabled employees/visitors. We recommend that you always lock your car while it is parked on SICDC's premises. We do not assume responsibility for vehicles or their contents in these parking areas.

Employees are asked to limit personal telephone calls to emergencies. You should place personal phone calls only during break or lunch time. We discourage any personal long-distance telephone calls. In the event that such a call must be placed, you must charge it to a personal telephone calling card.

Internet and e-mail use: same as telephone.

You may not use our name, address, envelopes, or letterhead for personal mailing and/or copying of correspondence. The copy machines are not available to you for personal copy use. You are encouraged not to use our organization's postage and mailing procedures for personal use. However, occasional use will be permitted if payment for personal postage is made in advance to the office support staff.

E-mail and data files located on SICDC computers or sites are considered SICDC property, and may be reviewed and monitored by your supervisor or other management.

## **802 Personal Possessions**

We do not assume responsibility for any theft or damage to the personal belongings of employees, and we reserve the right to search employee desks, lockers, and computers, on SICDC premises at any time.

Certain job assignments may require that an employee provide personal equipment. If you are requested or required to furnish any items, your supervisor will give you a list of the items you will need. When not in use, personal items should be stored in an appropriate place.

## **Employment Separation**

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## **901 Terminations**

In order to maintain the staffing flexibility that is essential to the successful management of our organization, as well as to protect the options of each employee, it is understood that the employment relationship with us is "at-will." The employment relationship can be terminated, with or without cause, at any time by either employer or employee. No agreement to the contrary is valid, unless it is in writing and signed by the Center Director.

## **902 Voluntary Resignations**

If you voluntarily terminate your employment, we request that you give at least two weeks written notice to your supervisor, stating the reason for the resignation. Employees not giving proper notice will be considered for rehire as per section 104.

## **903 Layoffs**

There are certain times when it may become necessary to lay off employees as a result of changing business conditions (such as a reduction in work force), reorganization resulting in the elimination or modification of a job, or changes in the financial stability of SICDC. Should it ever become necessary to lay you off, we will strive to give you at least two weeks notice of layoff. Determination of which employees to be laid off is made by the Center Director, and Management Staff.

## **904 Exit Interviews**

We strive to conduct an exit interview with all employees whose employment is terminated. The purposes of an exit interview include:

- Reviewing financial arrangements, including the amount of the employee's final paycheck, accrued vacation, classification of separation for purposes of re-employment, continuation of benefits, and similar items;
- Reviewing the reasons for the termination, layoff, or resignation; and
- Identifying ways to improve our organization.

The employee's final paycheck will be available at the next regularly scheduled pay date. This may vary depending upon the circumstances of the separation.

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## **ABOUT YOUR BENEFITS**

### **1001 Group Insurance Programs**

You may be eligible to participate in certain employer-sponsored insurance programs, such as health, life and accidental death and dismemberment insurance. Programs may vary depending on your job, and are explained when you are hired. The policy terms may also limit coverage or eligibility depending on the number of hours an employee works or the classification of an employee.

We intend to continue these programs indefinitely, but we reserve the right to amend or even discontinue all or some of them at any time, subject to applicable laws and regulations. If a program is terminated and not replaced with comparable benefits, participants will be notified. Participants will be given information on how to convert group insurance to individual policies whenever conversion privileges apply. Please remember that actual benefits provided, as well as eligibility requirements, are determined by the plan documents. In cases of discrepancy, the plan documents will prevail. For information on the plan documents, consult the applicable benefits booklet or contact the Accounting/Human Resources Department.

### **1002 Insurance Eligibility**

Full time exempt employees are eligible to participate in our organization's medical insurance program after a thirty (30) day waiting period. Full time non-exempt employees are eligible after one (1) year of employment. Only full time employees are eligible to participate in the health insurance programs that we provide.

Opportunities to enroll in any of the insurance benefits offered only occur at the following times:

The first day eligibility occurs after completing the waiting period for benefits.

Open enrollment. All eligible employees are given the opportunity to enroll or change benefits during the annual open enrollment period. Typically open enrollment for most of the benefit plans is held during November or December with changes becoming effective January 1<sup>st</sup>. You will receive advance notice of the open enrollment period.

Upon a life event as defined by the insurance carrier. Examples of life events include marriage, divorce, birth and death.

Under certain circumstances, full time employees may be able to waive one insurance program while still remaining eligible for other insurance benefits.

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### **1003 Health Insurance**

The policy of SICDC is to offer a reasonable package of health insurance at a reasonable cost. SICDC reserves the right to modify the health insurance package and the amount of premium covered. Currently 100% of the cost of premiums for full time exempt employees, and 100% of the cost of premiums for full time non-exempt employees is paid by SICDC. Eligible employees have the choice to pay coverage for eligible dependents with pretax dollars.

### **1004 Life Insurance**

Life insurance coverage in the amount of employee's annual wage/salary is provided for full time exempt employees. The entire cost of the premium is paid by SICDC. Supplemental life insurance policies can be purchased through the insurance carrier with the full cost of the premium being paid by the employee. For details on specific policy amounts please consult the Accounting/Human Resources Department.

### **1005 Short/Long-Term Disability**

Long-term disability insurance in the amount of two-thirds of base salary is provided for full time employees. The entire cost of the premium is paid by SICDC. For details on specific policy amounts please consult Center Management.

### **1006 Pension Plan**

SICDC participates in a pension plan known as \_\_\_\_\_  
This plan is available to those full time exempt employees who have worked at least 6 continuous months and who are at least 21 years of age. Once eligible, open enrollment is held \_\_\_\_\_.

The \_\_\_\_\_ is a voluntary, tax-deferred savings program where employee contributions are made through payroll deductions. Once eligible, you may contribute up to 20% of your base salary, on a pre-tax basis. The IRS has established annual limits to total employee contributions. This limit is adjusted annually and employees will be notified upon the change.

The SICDC will match 100% of your first 5% that you contribute to the plan. SICDC's contribution is subject to a vesting schedule as described in the plan document.

### **1007 Holidays**

SICDC observes the following eight paid holidays for all **full-time employees**:

*New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday following Thanksgiving Day, Christmas Day*

SICDC reserves the right to change the holidays that are currently recognized. Holidays are not cumulative and may not be carried forward throughout the year. Unused holidays will not be compensated upon termination, either voluntary or involuntary.

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### **1007 Holidays cont.**

To be eligible to receive holiday pay, you must have been scheduled to work on the holiday in question. If the holiday falls on a day normally scheduled off, you will be provided the opportunity to take a day off within the same pay period the holiday was observed.

If a holiday falls during your vacation, the holiday will not count as a vacation day and you will receive regular holiday pay.

### **1008 Personal Leave**

SICDC provides paid personal leave for full time employees. The year in question is the calendar year. While we would like to honor employee's requests for vacation/personal dates, operating requirements and coordination of vacation/personal schedules must be scheduled to serve the best interests of SICDC to allow for proper coverage. If a conflict arises between two employees in scheduling vacations, the employee who requested time off in writing, first will take preference so long as proper service coverage can be maintained.

Up to five (5) days or forty (40) hours of personal leave for full time non-exempt employees, and ten (10) days or eighty (80) hours for full time exempt employees can be carried from one year to the next, but total personal leave accrued may never exceed 160 hours. Employees terminating employment before the completion of their introductory period will not be paid for accumulated personal leave. Personal leave begins to accrue after the first ninety (90) days of employment. Employees do not earn personal leave benefits during any portion of a leave when they are not receiving regular wages. The employee will be paid for all personal leave earned but not taken at termination of employment.

Personal Leave eligibility is as follows:

Full time exempt - Two (2) days per month, maximum of twenty-four (24) days

Full time non-exempt - One (1) day per month, maximum of twelve (12) days

In addition, the Board of Directors in the hiring of a Center Director, and the Center Director in hiring all other employees may negotiate additional personal leave with an employee in return for salary concessions by that individual. The result of any such negotiations shall be in writing, to be effective and signed by SICDC and the employee.

### **1009 Sick Leave**

If you miss work, due to an illness or other valid reason, you may take accrued personal leave to cover payment for lost work hours. Absence of more than three days due to illness may be required to be confirmed by a doctor's certificate at the time you return to work, or earlier, upon request. A doctor's certificate for an illness of less than three days may be required at your supervisor's option.

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## **1010 Employee Childcare**

Employees may chose to enroll their child in our program, providing there is an opening in the child's age group, and all the necessary enrollment papers have been completed.

The benefits to employees are as follows;

All FT Exempt employees will receive 100% of the monthly tuition fee paid for only one (1) child per employee by SICDC. Full time non-exempt employees will receive 50% of the monthly tuition fee paid for only one (1) child per employee by SICDC. Employees may arrange to have tuition fees deducted from their paycheck each pay period if they wish.

All employees will pay for any additional children, programs or activity fees (i.e. field trips, swimming, etc.) that their child(ren) may participate in and that is charged to other families in the program.

## **1011 Employee Training Assistance**

As per State of Washington licensing requirements, all full time employees are required to register with the STARS registry and complete at least twenty (20) clock hours of training per calendar year. The SICDC will pay for twenty (20) hours of training per year per full time employee. All trainings must first be approved by Center Director, and employee is responsible for all registration, transportation, and equipment fees.

## **GENERAL POLICIES**

### **1100 Inclement Weather Policy**

In the event of inclement weather, the Center Director will make a determination whether it is necessary to close the Center and Administrative Office. Unless notified of closure, all employees are expected to report to work. In the event an employee is unable to report to work for personal reasons, he or she must immediately contact their supervisor to make arrangements for substitute staffing. Full-time employees may elect to use accrued vacation or personal leave time when absent from work due to inclement weather.

### **1101 Confidentiality**

**Personal Identifiable Information and situations regarding children, families, and**

**other employees, may be sensitive and confidential. Such information will never be discussed casually either during scheduled work shift or while on personal time away from the Center. You should always keep discussions with parents and staff on a professional level. In addition, you should not discuss confidential information concerning the Center during employment and after employment with the SICDC.**

**Disclosure of such confidential information is a serious matter and a breach will result in disciplinary action up to and including termination, as well as criminal charges to the fullest extent of the law.**

**When and if there is any criminal investigation or allegation towards an SICDC employee, Center Management will advise staff of:**

**1) Factual circumstances surrounding the allegation or investigation;**

**2) The need for staff to step forward and offer relevant information;**

**3) Reiterate SICDC's policy regarding the sharing of confidential information.**

### **1102 Custody Issues**

Since the families that we serve are sometimes faced with conflicts that lead to custody disputes, you may be approached by parents or their attorneys to give a statement regarding the care of a child. Under no circumstance should you give your opinion or make a statement concerning the care of a child to or for the use of anyone other than the parents/guardian of that child, unless you are legally required to do so by subpoena. Refer all such inquiries to the Center Director, as employees are not authorized to speak on behalf of the Center concerning legal matters. In addition, someone involved in a legal dispute could hold you personally liable.

### **1103 Mandatory Reporting Policy**

A professional acting in his/her professional capacity, such as doctors, child care employees, or teachers, MUST report if they have reasonable cause to believe a case of abuse or neglect, exists. Mandated reporters are immune from possible criminal or civil action which may arise as a result of having made a report in good faith. WAC 388-150-420. You can be charged with a gross misdemeanor if you do NOT report a suspected child abuse case.

**Note – Before reporting any suspected abuse you must first report suspicions to your supervisor for verification and documentation. By no means is any employee to call Child Protective Services (CPS) before reporting to supervisor or Center Director.**

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## EMPLOYEE'S STATEMENT OF UNDERSTANDING

This confirms that I:

- have received and read the Employee Handbook dated July, 2004
- understand its contents;
- understand that the Employee Handbook is not an agreement or contract for employment and that my employment may be terminated at any time, with or without cause, be either my employer; or myself
- understand that the policies and procedures contained in the Employee Handbook may be changed by my employer from time to time; and
- understand that this handbook supersedes any prior handbooks or policy manuals issued by Squaxin Island Child Development Center.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

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

Employee Handbook Squaxin Island Child Development Center

First issued: July 2004