

Employee Handbook Acknowledgement Form

<input type="checkbox"/> Mission/Core Values	<input type="checkbox"/> Pregnancy Disability Leave
<input type="checkbox"/> Welcome	<input type="checkbox"/> Bereavement Leave
<input type="checkbox"/> Business Ethics	<input type="checkbox"/> Other Leaves
<input type="checkbox"/> Confidentiality Protocol	<input type="checkbox"/> Other Conditions of Leave
<input type="checkbox"/> Equal Employment Opportunity*	<input type="checkbox"/> Health/Life/Disability Insurance
<input type="checkbox"/> Privacy and the Right to Know	<input type="checkbox"/> Cafeteria 125 Flex Plan
<input type="checkbox"/> Exempt/Non-Exempt Status	<input type="checkbox"/> Bonuses/Service Awards
<input type="checkbox"/> Deductions	<input type="checkbox"/> Business Conduct*
<input type="checkbox"/> Family/Medical Leave	<input type="checkbox"/> Safety/Health
<input type="checkbox"/> Parental Leave	<input type="checkbox"/> Work Recovery
<input type="checkbox"/> Paternity Leave	<input type="checkbox"/> Medical Certification

I hereby acknowledge that I have received copies of the RSD, Inc.'s Employee Handbook dated September 2019, which provides guidelines on the policies, procedures, and programs affecting my employment with this organization. I understand that RSD, Inc. can, at its sole discretion, supersede, modify, revoke, suspend, terminate or deviate from the guidelines, policies, procedures, benefits, programs, and information in this handbook as circumstances or situations warrant, in whole or in part, at any time-with or without notice.

Furthermore, I acknowledge that this handbook is neither a contract of employment nor a legal document, and nothing in the handbook creates an express or implied contract of employment. I understand that I should consult my Area Manager or Director of Training and Development, if I have any questions that are not answered in this handbook.

I accept responsibility for familiarizing myself with the information, seeking clarification of its terms or guidance, where necessary, and complying with the content.

I hereby acknowledge that I have reviewed and understand the following information contained in RSD, Inc. Employee Handbook:

Employee Name (Printed) _____

Employee Signature _____ Date _____

This form is to be returned to Central Office to be retained in the employee's personnel file.

Employee Handbook Acknowledgement Form

- | | |
|---|--|
| <p>_____ Governing Board
_____ Conflict of Interest
_____ Outside Employment
_____ Definitions/OT
_____ Probationary Employee
_____ Full-Time Employee
_____ Part-Time Employee
_____ Temporary Employee
_____ Obtain/Maintain Training
_____ Time Reporting
_____ Paydays
_____ Breaks/Meal Periods
_____ Meetings/Training/Conferences
_____ Vacations/Leaves
_____ Holidays
_____ Sick Leave
_____ Family/Medical Leave
_____ Attendance</p> | <p>_____ Transfer Process
_____ Corrective Action
_____ Resignations/Terminations
_____ Staff Travel/Transportation
_____ Use of Consumer funds
_____ Theft
_____ Grievance Procedure
_____ Harassment in Workplace
_____ Workplace Violence
_____ Weapons Free Workplace
_____ Drug Free Workplace
_____ Smoking
_____ Children/Friends/Pets/Service
_____ Animals*
_____ Personal Appearance/Dress Code
_____ Replacement of Personal Items
_____ Computers/Email/Internet/Phone Usage</p> |
|---|--|

I hereby acknowledge that I have received copies of the RSD, Inc.'s Employee Handbook dated September 2019, which provides guidelines on the policies, procedures, and programs affecting my employment with this organization. I understand that RSD, Inc. can, at its sole discretion, supersede, modify, revoke, suspend, terminate or deviate from the guidelines, policies, procedures, benefits, programs, and information in this handbook as circumstances or situations warrant, in whole or in part, at any time-with or without notice.

Furthermore, I acknowledge that this handbook is neither a contract of employment nor a legal document, and nothing in the handbook creates an express or implied contract of employment. I understand that I should consult my Area Manager or Director of Training and Development, if I have any questions that are not answered in this handbook.

I accept responsibility for familiarizing myself with the information, seeking clarification of its terms or guidance, where necessary, and complying with the content.

I hereby acknowledge that I have reviewed and understand the following information contained in RSD, Inc. Employee Handbook:

Employee Name (Printed) _____

Employee Signature _____ Date _____

This form is to be returned to Central Office to be retained in the employee's personnel file.

TABLE OF CONTENTS

EMPLOYEE ACKNOWLEDGEMENT.....
.....
.....
.....
.....
.....
..... **3**

OUR MISSION

The mission of RSD Inc, is to encourage, support, and assist each person with special needs whom we serve to make choices in his/her life and expand his/her opportunities for growth and personal development.

OUR CORE VALUES

RSD, Inc. will be good STEWARDS of the resources allocated to us for the purpose of providing quality services to people with disabilities.

RSD, Inc. management and staff members will always complete their tasks with the highest level of INTEGRITY.

The management and staff members employed by RSD Inc. will always hold ourselves ACCOUNTABLE to insure that people with disabilities receive the best services possible.

RSD, Inc. will strive for EXCELLENCE by promoting the well-being and enhancing the skill levels of staff members and the people we serve.

All RSD, Inc. employees will conduct themselves with a high level of PROFESSIONALISM when dealing with the general public, families, other professionals, other RSD, Inc. employees and the people we serve.

RSD, Inc. will promote CHOICE and SELF-DIRECTION for each and every person we serve.

Welcome

Resource, Support & Development, Inc. (aka RSD, Inc.) is pleased to welcome you to our organization. This handbook has been prepared to help you get acquainted with us. It should answer many of your initial questions.

Our function is to furnish the finest quality services to our consumers as possible.

You play an important role in this process. All employees have the responsibility for quality service and productivity. No employer can guarantee that you will never be out of work; however, as long as our organization continues to provide good service and we are competitive, job security should be enhanced. People are employed because they have skills and abilities that are needed to provide services that the consumer needs. Unless these skills and abilities are properly used, quality, productivity, and job security diminish.

This handbook is presented as a matter of information only, and nothing contained in this handbook shall be construed as an agreement or contract of employment between RSD, Inc. and any one or all of its employees. While this handbook describes the current policies and benefits of RSD, Inc., these policies are not conditions of employment nor do they create any vested rights for RSD, Inc.'s employees.

If anything is not clear, please discuss your questions with your supervisor. You will be kept informed of any changes made to this handbook and to any RSD, Inc.'s policy.

We are proud of the reputation and success of RSD, Inc. It is our belief that these accomplishments are the results of dedication, hard work, and good communication.

We hope that you will find your association with RSD, Inc. rewarding.

Welcome to RSD, Inc.!

Governing Board

RSD, Inc. shall be governed by a Board of Directors. The Board of Directors will employ a CEO to administer the corporation. He/she shall have authority and responsibility to manage RSD, Inc. in accordance with established Corporation, State, and pertinent Federal policies.

During temporary absences of the CEO, the person(s) holding the following position(s) will be responsible for the duties as designated.

- 1) The Chief Financial Officer (CFO) will be responsible for decisions affecting the overall operation of the Corporation that require immediate attention and cannot wait until the return of the CEO. This includes decisions regarding leaves (bereavement leaves, emergency leaves, maternity leaves, and unpaid leaves); approval of expenditures not requiring Board approval; staff compensation; budgetary issues; advances; client expenditures and accountability.
- 2) Each Manager will be responsible for his/her own programs and shall have the authority to make decisions regarding his/her consumers and staff in accordance with established corporation and State policies, as they relate to consumer abuse/neglect, violation of consumer's rights, consumer admissions, discharges, transfers, consumer emergencies, injuries, hospitalizations, staff or consumer communicable diseases, emergency procedures in case of disaster, hiring and suspension/termination of staff, personnel problems, or other consumer/staff problems which affect the operations of the program. However, the Managers shall notify the CFO of all such decisions to ensure proper documentation is made.
- 3) All consumer or staff grievances, which need to be settled before the return of the CEO, will be directed to the President of the Board. This will include any grievances not settled at the Manager's level or those in which the Manager is directly involved.

In cases of extended absences by the CEO the Board of Directors may, at their own discretion, choose an individual to fill in as Acting Director until his/her return.

Business Ethics

Ethics is described as the moral principles that guide the behavior of an individual or a group of individuals. The successful business operation and reputation of RSD, Inc. is built upon the principles of fair dealing and ethical conduct of our employees. Our reputation for integrity and excellence requires careful observance of the spirit and letter of all applicable laws, policies and regulations, as well as a scrupulous regard for the highest standards of personal integrity. In our daily dealings, we must treat everyone with respect and dignity.

The continued success of RSD, Inc. is dependent upon obtaining and maintaining the trust and confidence of the people we serve, the professionals we deal with, families and the general public. We are dedicated to preserving that trust. All employees owe a duty to RSD, Inc., its customers, and shareholders to act in a way that will merit the continued trust and confidence of the public. Directors, board members, managers and employees must conduct business in accordance with the letter, spirit, and intent of all relevant laws and to refrain from any illegal, dishonest, or unethical conduct.

If a situation arises where it is difficult to determine the proper course of ethical action, the matter shall be discussed openly with your immediate supervisor and if necessary, with the Office/HR Manager or the CEO for advice and consultation.

Compliance with this policy of business ethics and conduct is the responsibility of every RSD, Inc. employee. Disregarding or failing to comply with this standard of business ethics and conduct could lead to corrective action, up to and including possible termination of employment.

With this in mind, all employees and board members shall dedicate themselves to carrying out the mission of this organization and shall:

- Insure the safety, health and well-being of the people we serve, co-workers and the general public in the performance of professional duties.
- Treat with respect and consideration all persons, regardless of race, religion, gender, sexual orientation, maternity, marital or family status, disability, age or national origin.
- Promote RSD, Inc.'s mission in a professional manner.
- Recognize that the chief function of RSD, Inc. is to serve the best interests of the people served by RSD, Inc.
- Conduct all duties as a positive role model and utilize open communication, creativity, dedication, enthusiasm and compassion. Serve each person we serve, the general public, other professionals, families, co-workers, management and board members with respect, concern, courtesy, respect and dignity.
- Demonstrate the highest standards of personal integrity, truthfulness and honesty in all professional activities.
- Respect and protect privileged information that you might have access to during the course of your employment.
- Strive for personal and professional excellence and encourage the professional developments of others.
- Recognize that services to people with developmental disabilities are based on the input and dedication of a team including the person receiving services.
- Our role is to promote people with disabilities to make good choices on their behalf and to live a self-determined life.
- Give respect to the privacy of the people served by RSD, Inc.
- Place professional responsibilities over personal interests.
- Be dedicated to improving knowledge by on-going education and training.
- Be accountable for actions with and statement made about people served by RSD, Inc. and other employees.
- To seek the input of people served by RSD, Inc. and act upon their ideas, wants and desires.

Conflict of Interest

RSD, Inc. expects its employees to conduct business according to the highest ethical standards of conduct. Employees are expected to devote their best efforts to the interests of RSD, Inc. Business dealings that appear to create a conflict between the interests of RSD, Inc. and an employee are unacceptable. RSD, Inc. recognizes the right of employees to engage in activities outside of their employment which are of a private nature and unrelated to our business. However, the employee must disclose any possible conflicts so that RSD, Inc. may assess and prevent potential conflicts of interest from arising. A potential or actual conflict of interest occurs whenever an employee is in a position to influence a decision that may result in a personal gain for the employee or an immediate family member (i.e., spouse or significant other, children, parents, siblings) as a result of RSD, Inc.'s business dealings.

Although it is not possible to specify every action that might create a conflict of interest, this policy addresses actions that frequently present problems. If an employee has any question whether an action or proposed course of conduct would create a conflict of interest, he/she should immediately contact the Area or Program Manager. The Manager will contact the CEO to obtain advice on the issue. The purpose of this policy is to protect both the employee and employer from any conflict of interest that might arise.

A violation of this policy will result in immediate and appropriate discipline, up to and including discharge.

Outside Employment

RSD, Inc. is aware that it may be necessary for employees to seek and hold a job or jobs during their off hours. All employees holding outside jobs must inform their supervisor of the nature of the work and the hours worked. RSD, Inc. requests that full-time employees remember that, despite any outside employment, their position with RSD, Inc. is their primary responsibility.

Employees may hold outside jobs as long as they meet the performance standards of their job with RSD, Inc. and the secondary employment does not interfere with the employee's duties at RSD, Inc. All employees will be judged by the same performance standards and will be subject to RSD, Inc.'s scheduling demands, regardless of any existing outside work requirements. RSD, Inc. does not consider outside employment to be an excuse for poor job performance, tardiness, absenteeism, or refusal to work overtime. If outside employment leads to issues with job performance, RSD, Inc. will issue corrective action which could include termination of employment.

If RSD, Inc. determines that an employee's outside work interferes with performance or the ability to meet the requirements of RSD, Inc., the employee may be asked to terminate the outside employment if he or she wishes to remain with RSD, Inc. Employees may not hold outside jobs where they serve the same individuals providing the same service as they do in their job with RSD, Inc. unless approved by the CEO.

Conduct and Confidentiality Protocol

Purpose

In order to maintain a professional atmosphere with respectful and positive relationships among all staff and agencies, the following protocol will be adopted and practiced by all participating agencies.

Protocol

- All people you interact with in relation to this job, including other staff, colleagues, and consumers, will be treated with respect for their right to privacy whether it is someone within this corporation or people from other agencies or corporations.
- Information regarding other staff, colleagues, or consumers will remain confidential. Do not offer information to others unless they need to know. Do not offer opinions that have not been requested of you about others.
- Seeking out information that has nothing to do with your role and job responsibilities is not appropriate.
- Everything that goes on is not everyone's business. Before commenting, judging, criticizing or taking any action, determine if there is a valid reason for your involvement. Ask yourself why you are involved and if it affects your ability to do your own job.
- Don't form conclusions before clarifying an issue with any party involved. Assume that there is a rationale for other people's behavior. Talk directly to the person unless you think a problem would escalate. If you believe it would create more problems to handle the issue yourself, go to your immediate supervisor. After it is handled, do not repeat the circumstances to others.
- Do not allow people to give you information that does not concern you.
- Treat others as you want to be treated.
- If you have on-going conflicts that you have been unable to resolve with the individuals involved, then follow your corporation chain of command. Top management will contact the other parties, determine a course of action and find a resolution to the issue. All parties are then expected to let it go.
- Remember, just because you are interested in an issue it is not necessarily your responsibility, your business, or in your control. The intent of any action you take should be to facilitate understanding and to find resolution.

You are an employee of this agency. We have a contractual relationship with other agencies, and we interact with other agencies' personnel frequently. These personnel do not have authority to supervise you. Honoring these guidelines applies to all agency & interagency communications.

Equal Employment Opportunity

It is the policy of RSD, Inc. to give equal opportunity to all qualified persons without regard to race, color, religion, sex, marital status, handicap, national origin, or sexual orientation.

All employment decisions for recruitment, job assignment, advancement, compensation, and retention will be based on qualifications, skills, and abilities. All individuals will be treated equally in these and all other respects without regard to race, color, religion, sex, marital status, handicap, national origin, or sexual orientation.

RSD, Inc. will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship. This also governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

Supervisory personnel as well as those responsible for hiring new employees must take all necessary action in the elimination of possible discrimination towards employees and applicants for employment with RSD, Inc. in all categories and levels of employment and employee relations.

Any applicants or employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of their immediate supervisor or the CEO. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

Privacy and Right To Know

RSD, Inc. recommends the following policies pertaining to privacy and the right to know.

- Every employee of RSD, Inc. has access to his/her file to learn what records are collected, maintained, and how they are used and disseminated. To see your file, you must schedule in advance with the Office/HR Manager.
- Except as needed by our agency, each employee's records will not be released to another person without the employee's written consent.
- All employees may review his/her records and obtain copies of those records at the employees' expense; however, all originals are property of RSD, Inc.
- All employees may request correction or amendment on his/her records in error or outdated.
- Outside inquiries regarding records of employees must be requested in writing. Responses to inquiries will be limited to specific information that is requested.
 - All releases to other than the employee will include date of release and the specific information released.

Employment Categories

Exempt and Non-Exempt Status:

Employees of RSD, Inc. are designated as either non-exempt (eligible for overtime) or exempt (not eligible for overtime) based on federal and state wage and hour laws. Non-exempt employees are entitled to overtime pay under the specific provisions of federal and state laws. Exempt employees are specifically excluded from the provisions of federal and state wage and hour laws. An employee's exempt or non-exempt classification may be changed only upon compliance to appropriate state or federal laws. If an employee's status should change, the supervisor/manager must submit the change in writing to the Office/HR Manager.

When considering an employee to be exempt or non-exempt, RSD, Inc. will comply with all statutory requirements and adjust our practices based on changes to applicable federal laws.

Definition of Non-Exempt Employee

Most employees are entitled to overtime pay under the Fair Labor Standards Act. They are called non-exempt employees. Employers must pay them one-and-a-half times their regular rate of pay when they work more than 40 hours in a week.

Definition of Exempt Employee:

The Fair Labor Standards Act contains dozens of exemptions under which specific categories of employers and employees are exempted from overtime requirements. The most common exemptions are the exemptions for administrative, executive, and professional employees, computer professionals, and outside sales employees. Generally, an employee is paid on a salary basis if s/he has a "guaranteed minimum" amount of money s/he can count on receiving for any work week in which s/he performs "any" work.

Overtime for Non-Exempt Employees:

- RSD, Inc. employees, that are classified as non-exempt and are subject to the minimum wage and overtime provisions of the Fair Labor Standards Act will receive regular pay for all hours worked up through 40 (forty) in one payroll week and 1½ times the rate for any hours over 40 in the same payroll week.
- The only exception is holidays, which are paid at 1 ½ times the regular rate for some employees, if worked. For the purposes of overtime compensation, only hours worked in excess of forty during a work week will be paid at the overtime rate. For example, if there is a paid 8-hour holiday for that week, which the employee did not work, then those eight hours would be excluded when figuring overtime compensation.
- All hours worked in excess of the regular schedule must be reported to the supervisor as soon as possible and when possible, scheduled in advance with the supervisor or manager.
- Unless an exception is granted by the Area Manager or CEO, employees need to work with their supervisor to reschedule those excess hours that same week, if possible.

Probationary Employee

The probationary period is intended to give new, transferred, promoted, and rehired employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets both the employee's and the employer's expectations. We use this period to evaluate your capabilities, work habits, and overall performance. Either RSD, Inc. or the employee may end the employment relationship at-will at any time during the probationary period, with or without cause or advance notice.

Probationary and relief employees do not have access to the internal grievance process, except in cases involving violation of public law, discrimination, or sexual harassment.

The probationary period for all new, transferred, rehired, or promoted employees is 6 months. Any significant absence shall automatically extend a probationary period by the length of the absence. If RSD, Inc. determines that the designated probationary period does not allow sufficient time to thoroughly evaluate the employee's performance, the probationary period may be extended for a specified period, not to exceed an additional 90 days, to give the employee an opportunity to achieve a satisfactory performance.

During the probationary period new and rehired employees are eligible for those benefits required by law, such as worker's compensation, unemployment, and Social Security. Employees may be eligible for other benefits, subject to the conditions and eligibility requirements for each benefit program. Employees will be informed of the details of those benefit programs, as they become eligible.

Full-Time Employee

A full-time regular employee at RSD, Inc. is defined as one who works an annual average of at least 30 hours per week. After fulfilling specific eligibility requirements for each benefit program, a full-time employee is eligible for paid sick leave, paid vacation leave, and paid holidays each year. They may also participate in our group health insurance plan, and our cafeteria plan, after meeting specific eligibility requirements. Other benefits may also be available. Conditions and terms of each benefit are described fully under each benefit category.

Part-Time Employee

A part-time employee at RSD, Inc. is defined as one who is scheduled less than 30 hours per week. After fulfilling specific eligibility requirements, part-time employees who are regularly scheduled to

work at least 20/hrs/week are also eligible for paid sick leave, paid vacation leave, and paid holidays each year (on a pro-rated basis). Other benefits may also be available. Conditions and terms of each benefit for part-time employees are described fully under each benefit category.

Temporary Employee (Substitute)

There are three types of temporary employees—Temporary Level I, Temporary Level II, and Temporary Level III.

- 1) Temporary Level I employees are relief employees/substitutes who are hired primarily on an on-call basis to fill in for staff who are on some kind of leave, such as vacation or sick. These employees do not have set schedules, are not guaranteed hours, and are not eligible for insurance benefits.
- 2) Temporary Level II employees are those who are hired—either part time or full time—for a specific job assignment or for a limited duration or during certain periods of time. Examples include those hired for Voc. Rehab. and grants. These employees do not have set schedules, are not guaranteed hours, and are not eligible for insurance benefits.
- 3) Temporary Level III employees are Hab. Tech I's who are hired after July 1, 2010. These employees are hired at a starting wage \$.25/hr below the starting wage of a regular Hab. Tech I. Once they meet specific training requirements within the timelines as indicated in the Training Policy (see page 14), then they will be promoted to a regular employee status and receive a \$.25/hr wage increase. Even if the employee completes the requirements prior to the end of their 6-month probationary period and receives the \$.25/hr wage increase upon completion, they will still be required to complete the 6-month probationary period and meet performance expectations. All requirements, except for the special timelines for certifications indicated in the Training Policy, MUST be completed by the end of the six-month probationary period to maintain employment.
- 4) Temporary Level III employees are eligible for health insurance benefits on the 1st of the month following 60 days of continuous employment (if they are scheduled to work 30/hrs/week or more). And as long as the employee is working 20 or more hours per week, he/she will also be able to earn sick and vacation leave hours immediately upon hire as a Temporary Level III employee. Sick leave can be used as soon as accrued; however, vacation leave cannot be used until 6—month probationary period is completed.

Obtaining and Maintaining Training Policy

We value the RSD, Inc. staff members that work on behalf of the people we serve. We wish to provide training that will enable staff to be prepared, to interact with the individual we serve and be confident that they have a foundation of professional work skills. The Montana Department of Developmental Disabilities require that all staff members working with people with disabilities have the following training:

- Agency Orientation – 30 days from the initial hire date or a return hire date after 9 months of being gone
- CPR/First Aid – 30 days from initial hire and every two years after – staff cannot work alone without having CPR/First Aid
- Medication Certification – 45 days from the date of initial hire (See next section)
- College of Direct Support – Completed prior to 6 months of initial hire date

RSD, Inc. requires that all staff members working directly with people with disabilities have:

- MANDT - 45 days from initial hire date and annually after that – cannot work alone until MANDT is completed

If a current employee fails to obtain training within the defined timeframes, the employee will be ineligible to receive an annual increase, if offered, or an annual bonus, if offered. The employee must complete all required training by the timelines listed above and must keep their certification current. All staff members must renew their certification on or before the date of expiration.

To be eligible for the July annual increase, if offered, employees must be current on all required training as of July 1st. To be eligible for the annual bonus, if offered, employees must be current on all required training 30 days prior to December 15th.

New employees must complete all required training to be eligible for any increase, if offered, and will be based on the employee's hire date. To be eligible for the annual bonus, if offered, employees must complete all required training 30 days prior to December 15th.

If employees do not obtain the required training according to this policy, they will be ineligible for annual increases or bonuses that are offered by RSD, Inc. If the employee continues to fail to obtain and maintain the required training, they will receive a *Notice of Failure to Perform* with the next step being termination of employment.

Medical Certifications

Within 45 days of employment, all regular employees involved in direct support services, (excluding LPN's and RN's with current licenses), shall become certified to assist and/or supervise people in our services with the self-administration of medications. All LPN's and RN's, whether hired specifically as a nurse for the corporation, or not, must provide proof of licensure on an annual or bi-annual basis, as required by law. All new employees must take test within 30 days of hire date. If they do not pass the test the first time, the Regional Training Director will be informed by the employee or Manager as soon as possible, and she will provide technical assistance to the employee. The employee has three attempts until the 45th day to pass the test. If compliance is not reached by the 45th day of employment, the employer has the discretion (depending on the position and responsibilities) of either terminating the employee or demoting the employee from "regular" employee wage status to "substitute" employee wage status.

All employees must become recertified at least two weeks before their two-year recertification date. Current employees who fail to become recertified after three attempts will be subject to disciplinary action up to and including termination.

An employee who is not medically certified or whose certification has expired will not administer medications. Violations of this policy will result in disciplinary action up to and including termination.

Time Reporting

All employees are required to complete time cards, as provided by RSD, Inc. Time cards must be filled out accurately and completely, signed, and turned in to your supervisor at the end of each two-week pay period. Employees will not receive their paycheck until their time card is signed.

Sometimes because of holidays, we may require you to turn your time card in early. We will try to let you know in advance of those times. Exempt employees' complete time cards only to document daily attendance and record sick leave, vacation leave or personal holidays that are used. Completing time cards for other staff is prohibited.

Payday & Final Advances On Pay

The pay period is biweekly, starts on Sunday and ends on Saturday. Payday is every other Friday. In compliance with Montana law (MCA 39-3-205, 10/1/97), when you voluntarily terminate (resign) your employment or are involuntarily terminated (released at will, for cause, or laid off) prior to pay day, your final pay will be issued on the next regularly scheduled payday, or fifteen days from the date of actual separation, whichever occurs first.

Advances on payroll will not be allowed, except in situations in which the employee will be on earned vacation or on an authorized paid leave, i.e. emergency leave, bereavement leave, etc. on the scheduled payday and is unable to pick up his/her check. Employees who request an advance must have approval from the CEO and must have their written request into the Central Office by Tuesday of the week before that payroll is done so that we can process the advance during the week we pay bills.

Deductions

Each paycheck will have certain amounts deducted from the gross pay:

- Those required by law—withholding state and federal tax; Social Security contributions; Medicare contributions; and orders to withhold (garnishments).
- Optional deductions. Those authorized by the employee and approved by RSD, Inc.

Breaks/Meals Period

There is no federal or state law requiring employers to furnish employees with breaks. Breaks, when available, are considered a benefit to the employee and availability is dependent upon work demands. Each Area/Program Manager will decide whether employees in their programs get breaks. Breaks, when given, will be compensated.

Because of the nature of our work, employees at RSD, Inc. typically have to work during meal periods. If an employee occasionally wants to have lunch or a meal away from work, then he/she must request approval from the supervisor, and the time taken will be unpaid. The employee will then have to either come to work earlier in the morning that day or work later to make up the time.

Meetings/Training/Conferences

If a non-exempt employee is required to attend a meeting outside of his regular work schedule, he/she shall be paid for the time he/she spends at the meeting. However, the supervisor may ask the employee to reschedule that time in order to avoid overtime. All requests for training have to be approved in advance by the Area/Program Manager.

If a non-exempt employee is required or asked to attend a conference or training, and the time spent is outside his/her regular work schedule or more than his/her regularly scheduled hours, then he/she will be paid for those hours. If they work over 40 hours in one week, then they will be paid overtime at 1 ½ the regular rate. However, the supervisor may ask the employee to reschedule those hours the next week.

Benefits

RSD, Inc. currently offers, but does not guarantee the following benefits to employees. Subject to federal laws, the corporation reserves the right to change or discontinue any part or all of the benefits: unemployment insurance; Social Security; worker's compensation; group health and life insurance; option to participate in voluntary dental plan, Section 125 cafeteria flex plan, supplemental life, AFLAC disability/accident/intensive care; dependent care insurance coverage; and, educational scholarship program.

Vacation Leaves

It is the policy of RSD, Inc. to grant annual vacations with pay to regular full-time and part-time employees in accordance with the guidelines established below.

- The established vacation year is the fiscal year, July 1 through June 30.
- Regular full-time and part-time employees and Temporary Level III employees will receive vacation leave as indicated below. New employees are eligible to use earned vacation after successful completion of their probationary period.
 - After first year of regular employment—2 weeks
 - After second year of regular employment--3 weeks
 - After third year and thereafter--4 weeks
- The number of hours earned for vacation per pay period is pro-rated, based on number of hours worked per week. It is determined by the employee's average regular weekly hours divided by 5. For example, if an employee is eligible for 4 weeks (160 hours/year) vacation and works 25 hours a week, he/she will earn 3.85 hours per pay period (25 divided by 40 =.625 X 160 hours = 100 hours divided by 26 pay periods).
- Temporary Level I employees and Temporary Level II employees are not eligible for vacation benefits.
- If the employee terminates employment (either voluntarily or involuntarily) during his/her probationary period, he/she is not eligible for any vacation pay. If employee terminates after successfully completing the 6-month probation, he/she will receive vacation pay for any unused vacation accrued at the time of termination.
- The following process shall be used to take vacation:
 - a) Contact your supervisor. Supervisors and Managers have the discretion to approve/disapprove vacation requests. Supervisors are responsible to ensure adequate staffing levels. The Area Manager and/or supervisor will establish priority, based on the following: a) request date; b) workload; and c) seniority date.
 - b) Amount of advance notice required for leaves will be at the discretion of the supervisor, as long as all employees are treated fairly.
 - c) A leave request form must be completed and signed by employee and supervisor, and then submitted to Central Office.
- Employees will not earn vacation during periods of unpaid absence of more than 3 days.
- The maximum number of days an employee working 40 hours a week can carry over on June 30 of each year is 20 days or 160 hours. For anyone working less than 40 hours a week, the maximum hours are pro-rated, based on hours worked per week. Effective June 30, 2006, any person who has accumulated more than 20 days will be paid their vacation hours up to 5 days over the 20. Anyone who still has more than 20 days after they are paid the excess days up to 5 will not earn any additional vacation hours until he/she is under 20 days.

Holidays

It is the policy of RSD, Inc. to designate and observe certain days each year as holidays. The number of days offered each year is at the discretion of the Board of Directors and management, depending on the financial status of the corporation. Eligible employees will be given a day off with pay for each holiday observed.

- A schedule of holidays to be observed during each calendar year will be developed and sent out by the CEO prior to the beginning of the fiscal year.
- Temporary Level I and Temporary Level II employees, and employees on unpaid leaves of absence are not eligible to receive holiday pay.
- All regular employees and Temporary Level III employees who work 20 or more hours per week on a regular basis receive (designated) paid holidays the first year of employment. The holiday is the day designated by RSD, Inc.
- The number of hours paid for a holiday is determined by the employee's average regular weekly hours divided by 5. These hours will be paid at regular rate if the employee does not work that day.
- All non-exempt employees who work on the holiday will be paid time and a half for the number of hours he/she works on that day.
- In order to be eligible for personal holidays, an employee must have completed one year of service by July 1 of that year.
- To receive holiday pay, an eligible employee must be at work, or on an authorized paid absence, on the work days immediately preceding and immediately following the day on which the holiday is observed. If an employee is absent on one or both of these days because of an illness or injury, the agency reserves the right to verify the reason for the absence before approving holiday pay.

Sick Leave

- It is the policy of RSD, Inc. to offer eligible employees sick leave each year. The number of days offered each year is at the discretion of the Board of Directors and management, depending on the financial status of the corporation.
- Effective July 1, 2010, regular and Temporary Level III employees who are scheduled to work 20 or more hours per week will be allowed sick leave with full pay at the rate of 6 days per year.
- Upon termination/resignation of employment, any employee who has passed his initial probationary period will be paid for 1/2 of his total accrued sick leave—only if he/she gives the required notice of resignation (as per Policy 112-Termination). If notice is not given as per Policy 112, one day of accrued sick leave will be subtracted for each day deficient of the required notice.
- Probationary employees will not be paid for accrued sick leave.
- You are not required to fill out a leave request for sick leave, unless you are requesting a paid or unpaid leave under the Family Medical Leave Act. (See Other Leaves)
- Sick leave hours can be used as they are earned.
- RSD, Inc. may require certification from an employee's health care provider of an employee's need for sick leave, both before the leave begins and on a periodic basis thereafter.

Family Medical Leave

Our corporation shall also offer medical leaves to eligible employees as indicated below, in accordance with the Family and Medical Leave Act of 1993. All employees shall be informed of their rights during orientation, and notices shall be posted in the main office and each area office.

Which businesses must be in compliance with FMLA? Effective August 5, 1993, the FMLA requires employers with 50 or more employees to provide eligible employees up to 12 weeks of job-protected leave in a 12-month period for a serious health condition of employee or immediate family member. For our agency the 12 month period will be our fiscal year from July 1 to June 30 of each year.

Who is eligible for FMLA? The FMLA defines eligible employees as employees who: 1) have worked for the corporation at least 12 months; 2) have worked for the corporation for at least 1250 hours in the previous 12 months; and 3) work at or report to a worksite which has 50 or more employees or is within 75 miles of worksites that together have a total of 50 or more employees.

Under what conditions can an employee receive FMLA? 1) Serious health condition of employee; 2) to care for a child upon birth or upon placement for adoption or foster care; 3) to care for a parent, spouse, or child with a serious health condition or serious injury, including work-related accidents.

What is a serious health condition? Any period of incapacity or treatment connected with inpatient care (i.e. and overnight stays) in a hospital, hospice, or residential medical care facility, and any period of on incapacity or subsequent treatment in connection with such inpatient care; OR, continuing treatment by a health care provider that includes any period of incapacity (i.e. inability to work, attend school, or perform other regular daily activities) due to the following:

- A health condition (including treatment of or recovery from) lasting more than three consecutive days, and any subsequent treatment or period of incapacity relating to the same condition that also includes: treatment or more time by or under the supervision of a health care provider, on one treatment by a health care provider with a continuing regimen of treatment (excluding those limited to taking over-the-counter drugs).
- Pregnancy or prenatal care. A visit to the health care provider is not necessary for each absence.
- A chronic serious health condition which continues over an extended period of time, requires periodic visits to a health care provider, and may involve occasional episodes of incapacity (i.e. asthma, diabetes). A visit to a health care provider is not necessary for each absence.
- A permanent or long-term condition for which treatment may not be effective (i.e. Alzheimer's, a severe stroke, terminal cancer). Only supervision by a health care provider is required, rather than active treatment.
- Any absences to receive multiple treatments for restorative surgery or for a condition which would likely result in a period of incapacity of more than three days if not treated (i.e. chemotherapy or radiation treatments for cancer).
- A serious injury, including work-related accident.

*Common colds, flu, earaches, minor ulcers, headaches (except migraine), routine dental problems, and periodontal disease generally do not qualify for FMLA leave; however, if the illness extends past the three days; becomes chronic, or if complications arise, then we may consider granting FMLA leave – if we receive verification from the doctor.

Is the leave paid or unpaid? Employee on a sick leave or family care leave of absence under FMLA shall be required to utilize accrued personal or sick leave, prior to unpaid leave (up to 12 weeks). Utilization of vacation leave is at the discretion of the employee for an employee illness or injury. Paid sick or personal time (vacation leave, if used) counts toward the 12 weeks of FMLA. The only exception is when the employee is being paid worker's compensation benefits for a work-related injury and is on FMLA at the same time. If employees are receiving wage loss benefits from Worker's Compensation and are on FMLA concurrently, FMLA does not allow employees paid vacation, sick, or personal holidays.

What happens to employee's health insurance benefits during FMLA? RSD, Inc. is required to maintain group health insurance coverage for an employee on FMLA leave whenever such insurance is provided before the leave is taken and on the same terms as if the employee continued to work. While RSD, Inc. is NOT required by law to continue paying the premium for the employee's health insurance during FMLA leave, RSD, Inc. currently does pay it. However, this is subject to change at any time. Benefits for any voluntary plans—dependent coverage, voluntary life, AFLAC, Healthy Solutions—are the responsibility of the employee, and the employee will be billed for those premiums. Employees will be liable for all benefit premiums, including employee insurance converge, if they are off work longer than the 12 weeks allowed by policy and are on unpaid leave.

What happens to an employee's job position after he/she returns from a leave under FMLA? Upon return from FMLA leave (unless longer than 12 weeks required by law), an employee must be restored to their original job, or to an equivalent job. It does not have to be the same job, but should feature equivalent pay, benefits, hours, schedule, and general environment. Certain key management

staff may be denied reinstatement when necessary to prevent “substantial grievous injury” to the corporation’s operations.

What kind of notice is required by the employee for FMLA? Employees who need to take time off to care for a serious health condition for themselves or for a spouse, parent, or child ordinarily must provide the corporation at least 30 days’ notice of the need for leave, if the need for leave is foreseeable. They must provide verbal notice to the supervisor the reason for the medical leave, when they anticipate it will start, and what the expected duration of the leave is. If the employee’s need is not foreseeable, the employee should give as much notice as is practicable. The supervisor/manager must notify the Office/HR Manager immediately.

What are the requirements once RSD, Inc. is notified of the need for a medical leave?

Once the supervisor/manager notifies the HR Director of the need for a medical leave for an employee, we will notify the employee in writing of his/her rights under the FMLA. The 12-week period will begin on the date RSD, Inc. provides notification of FMLA. Leaves required because of injuries received at work may also be applied to the 12 weeks of FMLA. Employees who need leave for their own or family member’s serious health condition must provide medical certification of the serious health condition. The corporation also may require a second or third opinion (at the employer’s expense) and periodic re-certifications of the serious health condition. When the leave is a result of the employee’s health condition, a fitness for duty report to return to work is required. The corporation may deny leave to employees who do not provide medical certification.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement, which provides greater family, or medical leave rights. It is illegal for the corporation to interfere with, restrain, or deny the exercise of any right provided by the FMLA, or to discharge or discriminate against any person for opposing any practice made unlawful by the FMLA. The time an employee is off on FMLA cannot be considered for any disciplinary action for excessive absences.

Parental Leave

Parental leave, often called “maternity” or “paternity” leave, is defined as time off from work for female and male employees who are physically able to work but who choose to remain home and care for newborn, newly adopted, or recently placed foster children. Parental leave will be granted to those employees who do not qualify for leave under the Family Medical Leave Act. Federal regulations do not mandate that an employer provide parental leave for employees who are not covered by FMLA. However, per Montana Code 49-2-310 the corporation shall grant the employee a reasonable leave of absence for the temporary disabilities associated with childbirth, delivery and related medical conditions.

- Six calendar weeks after the birth of a child shall be considered a reasonable period of recovery from a temporary disability resulting from childbirth.
- An employee shall not be required to obtain medical certification of temporary disability for the initial six calendar weeks of leave following the birth of a child. If the employee requests leave due to a pregnancy related medical disability prior to childbirth or exceeds six calendar weeks after childbirth, the employee shall obtain medical certification that the additional leave is necessary. Leave for a pregnancy disability before and after childbirth shall be treated in the same manner as employees with other temporary medical disabilities.
- The employee must notify the employer at least 30 days prior to the approximate leave date, unless an emergency or under doctors’ orders. The notification must include the anticipated length and types of leave the employee plans to take.
- Nothing in this policy prohibits an employee from voluntarily returning to work sooner than six calendar weeks after the birth of a child, except where the employee is determined to be medically unfit to perform her job in accordance with this policy. Medical verification that an employee is able to return to work is required.

Paternity Leave

A male employee may request parental leave up to five (5) days following the birth, adoption, or recent placement of a foster child. The employee must notify the employer at least 30 days prior to the approximate leave date, unless an emergency and advance notice cannot be given. The leave may be extended past the five days in emergency or unusual situations by approval of Manager and CEO.

Pregnancy Disability Leave

Pregnancy disability leave is a leave necessary due to a physical disability that results from pregnancy, childbirth, or related medical conditions other than normal pregnancy, and will be treated in the same manner as other medical disabilities. Pregnancy disability leave will be granted case by case based upon the ability of the employee to perform her job consistent with the same leave and benefits granted to non-pregnant employees with temporary medical disabilities, subject to the following conditions:

- Notification from the employee that he/she needs to take a Pregnancy Disability Leave is required. The notification must include the anticipated length and the type of leave the employee plans to take.
- Medical certification, stating that the employee is unable to perform her job duties due to a pregnancy related medical condition prior to or after childbirth, is required.
- Medical certification shall also be required for the employees release to return to work.
*Employees will be required to use all accrued leave time first for parental leave, paternity leave, or pregnancy disability leave, then leave will be without pay. If leave is needed during the pregnancy under the Pregnancy Disability Leave, that time will be applied to the six weeks of Parental Leave.

Bereavement Leave

At the most difficult time, RSD, Inc. wishes to support its staff by providing bereavement leave. All employees whether part-time, full-time, probationary or non-probationary employees working for RSD, Inc. are eligible for bereavement leave. An employee must notify their supervisor and have prior approval before using any bereavement leave. Bereavement leave will typically be approved unless there are unusual business needs or staffing requirements. Bereavement time is calculated in days and is based on the employee's scheduled hours up to eight hours a day.

RSD, Inc. defines "immediate family" as the employee's spouse, parent, grandparent or grandchild, child, sibling; the employee's spouse's parent or sibling or the employee's child's spouse. RSD, Inc. defines "close family" as aunts, uncles, cousins or spouse's aunts, uncles or cousins. Special consideration will also be given to any other person whose association with the employee was similar to any of the above relationships. Exceptions to extend allowable time can be made by the CEO.

- For immediate family as defined above, leave shall be granted based on certain conditions. Those conditions are:
 - For immediate family living in the county - 2 days
 - For immediate family who live in state but at least a day's drive - 4 days
 - For immediate family who live out of state - 5 days
 - For immediate family living in county and for whom the employee is planning services and/or is the executor - 4 days
 - For immediate family living in Montana and for whom the employee is planning services and/or is the executor - 5 days
 - For immediate family who live out of state and for whom the employee is executor of the estate - 5 days and up to 10 work days, if needed
- For close family or friends who live in town - 1 day
- For close family or friends who live at least a day's drive but in state - 2 days
- For close family who live out of state - 3 days
- For close family who live out of state and for whom the employee is executor of the estate – 4 days

Other Leaves

Leave for Work-Related Injuries: Employees who are injured at work are covered by RSD, Inc.'s worker's compensation insurance through Montana State Fund. RSD Inc. will require employees to use sick leave hours, if available, for the waiting period of four days or thirty-two hours. If an employee does not have sick leave, they can opt to use personal holidays or vacation leave, but are not required to do so. Sick leave hours may only be used during the first four days/thirty two-hours waiting period. If an employee is off work more than four days/thirty-two hours the employee cannot get paid worker's compensation and sick leave concurrently. While an employee is off work for a work-related injury and receiving worker's compensation benefits, they have the option of getting paid for any accrued vacation hours during that period also – unless the employee goes on Family Medical Leave during that same period. Then he/she cannot use vacation leave concurrently. If an employee is on light duty and calls in to use sick leave, they must report to the supervisor if the time off is related to their work injury or an illness. The employee should then record that on the time card. Employees will need to have a doctor's release or a Fitness For Duty Certification in order to initially return to work and for each subsequent time they call in thereafter to use sick time for their injury.

Jury Duty: Employees who are required to serve jury duty or testify as a subpoenaed witness will be allowed to keep their jury duty check and still be paid their regular hours up to one week. If jury duty lasts longer than one week, then the employee will have to use accrued vacation or personal holidays or take it without pay.

Military Duty: A military leave of absence will be granted if an employee enlists, is inducted, or is recalled to active duty in the Armed Forces of the United States for a period of up to four years (plus any involuntary extension for not more than one year). Employees who perform and return from military service in the Armed Forces, the military Reserves, or the National Guard will retain such rights with respect to reinstatement, seniority, vacation, layoffs, compensation, and length of service pay increases as required by applicable federal or state law. Employees returning from a military leave must also comply with all of the reinstatement requirements specified by federal law. The employee will be required to use any accrued sick leave or personal holidays first, if eligible; all subsequent days of the leave will be unpaid. The use of accrued vacation hours are at the discretion of the employee.

Other Unpaid Leaves: If advance notice is given and relief staff can be obtained, other unpaid leaves may be granted for critical personal matters, such as marriage of self, friends, or immediate family; children's school activities, etc.

Other Requirements/Conditions For Leaves

- When possible, requests for all paid and unpaid vacation leave, military leaves, personal leaves, jury duty (when possible), and leaves covered under the Family Medical Leave Act should be submitted in writing to the Manager 30 days prior to commencement of the leave period, or as soon as practicable. Advance notice is not required for short-term illnesses not covered under the FMLA, emergency leave, or bereavement leave. The CEO will make the final decision for all leaves, except paid personal holidays, sick and vacation leaves, which shall be approved by the Manager. All employees on approved leave are expected to report any change of status in their need for a leave or their intention to return to work to the Manager.
- The corporation will continue to provide health insurance and other benefits to employees only for approved paid leaves and sick/family medical leaves covered by the Family Medical Leave Act, but this is subject to change at any time.
- No leave accruals are earned if unpaid leave exceeds 30% of the employee's scheduled hours per pay period.
- Holiday pay shall not be given to employees during unpaid leaves of absences.

- Employees who are unable to report for work because of arrest and incarceration will be placed on a special personal leave of absence. If the employee is unable to secure bail, the leave of absence will continue until final disposition of the charges. If the employee is freed on bail, a decision whether to allow the resumption of active employment pending disposition of the charges will be made by the CEO. She/he will determine whether reinstatement would be consistent with corporation's needs and requirements.
- If an employee fails to return to work at the conclusion of an approved leave of absence, including an extension of such leave, the employee will be considered to have voluntarily terminated employment.
- Employees are prohibited from falsifying the reason for an absence. The corporation may require an employee to submit to a medical exam to verify a claimed sickness or injury. If this exam should establish that the employee is not actually suffering from an illness or injury, the employee will be subject to disciplinary action, up to and including termination.
- If employees request vacation or sick leave on their time card, and they do not have enough accrued time to cover it, they will have to take the unearned portion without pay. However, managers/supervisors can require them to use vacation or sick according to above policy and should verify that employees have enough time prior to submission to Central Office. Accounting personnel are not allowed to alter time cards or transfer hours on time cards from vacation leave to sick leave or vice versa.

Group Health Insurance

A group health plan is available to all employees who work 30 or more hours a week on a regular basis and meet eligibility requirements, as indicated in the group policy. The plan currently includes major medical, vision, and life insurance. Coverage is currently effective on the 1st of the month following 60 days of continuous employment; however, eligibility may be changed per the health insurance reform Affordable Care Act effective with the beginning of the new plan year July 1, 2014. Employees may elect to carry dependent coverage on spouse and/or children through payroll deduction. The amount RSD, Inc. pays for coverage and the type of benefits offered is subject to change based on funding. Voluntary dental, supplemental life insurance and disability insurance—at an additional cost to the employee—is also currently available. Upon termination of employment with RSD, Inc., the employee may also continue his/her coverage if specific criteria are met. For more specific details, refer to your group policy.

Section 125 Cafeteria Plan

An employee benefit option called Section 125 Flexible Spending is currently available for employees who meet specific eligibility requirements. This benefit plan enables participants to pay for certain medical and dependent day care expenses with before-tax dollars. Gross pay is actually reduced and taxes are reduced accordingly resulting in greater take-home pay without any sacrifice in current benefits. Examples of expenses that may be included are medical and dental expenses (up to the limit established by RSD, Inc.); medical insurance premium paid by the employee for dependent coverage through RSD, Inc.'s group health insurance plan; life insurance premium (up to the limit established by the plan); disability premiums; and dependent child care expenses. The maximum amount employees can currently claim for medical expenses is \$2500; and the amount is subject to change from year to year by management. To be eligible for the flex plan, employees must be a regular employee who works 30 or more hours per week. Employees are eligible to participate in the flex plan on the first of the month following 60 days of continuous employment; however, eligibility will be changed per the health insurance reform Affordable Care Act.

Bonuses

As funding allows RSD, Inc. will offer bonuses to employees based on the following criteria.

Christmas Bonus: Christmas bonuses may be given to regular employees, based on criteria established by the Board of Directors. At the discretion of the Board, Christmas bonuses may also be given to some temporary and/or long-term relief employees. All bonuses will be paid by

check and will be administered through payroll. The amount given, if any, will depend on the status of the budget, as recommended by the CEO and approved by the Board.

Other Bonuses: At the discretion of the Board and depending on the availability of funds, other bonuses may also be given to employees during the year. The amount given to eligible employees will vary, depending on the status of the funding. Criteria, number of bonuses, if any, and eligibility will be approved by the Board. The bonuses will be paid by check and administered through payroll

Service Awards

Special cash awards will be given to employees for every five years of service to the corporation. All awards will be administered through payroll with appropriate taxes withheld. Amounts given will be as indicated below; however, they are subject to change or elimination at the discretion of the Board of Directors.

5 years	\$ 250
10 years	\$ 500
15 years	\$ 750
20 years	\$1000
25 years	\$1250
30 years	\$1500
35 years	\$1750
40 years	At the discretion of the Board of Directors

Work Rules

Attendance

It is the policy of RSD, Inc. to require employees to report for work punctually as scheduled and to work all scheduled hours. Excessive tardiness and poor attendance disrupt workflow and service to the consumers and will not be tolerated.

- Unauthorized or excessive absences or tardiness will result in disciplinary action, up to and including termination. Tardiness or early leaving without the supervisor's approval more than three times in a three-month period are grounds for discipline.
- If the necessity of being absent for any reason can be anticipated, the employee shall inform the supervisor or Area Manager in advance. Such notification should include a reason for the absence and an indication of when the employee can be expected to report for work. If the employee is unexpectedly absent due to illness, or other emergency, the supervisor or Area Manager shall be notified as soon as possible, but no later than one hour after scheduled time to begin work. If an employee fails to notify his supervisor by the end of the designated hour, the supervisor may call the home of the employee. This is to be understood as an action of concern about the employee's welfare--in the event of an emergency.
- Nonexempt employees will not receive compensation for time missed because of tardiness or early leaving if the time missed exceeds fifteen minutes after starting time or before quitting time.
- Employees must report to their supervisor after being late or absent, give an explanation of the circumstances surrounding their tardiness or absence, and certify that they are fit to return to work, if applicable. The supervisor should record the information in the employee's file.
- Employees (non-probationary) who are absent from work for three consecutive days without giving proper notice to the supervisor will be considered as having voluntarily quit. At that time, the corporation will formally note the termination and advise the employee of the action by letter.

Transfer Procedures:

Should a staff member wish to transfer from one program site to another program site having a vacancy (example: move from one of our residential sites to a day services site or vice versa), he or she must submit a letter of intent to the Office/HR Manager stating their request to transfer from his or her current assigned work location to the requested location. The Office/HR Manager will send a copy to the supervising Manager or Area Manager for review and determination if the staff member is

leaving the work site in good standing (does not have a no re-hire status, has positive work history with RSD, Inc.)

If the staff member is leaving in good standing, the Manager or Area Manager will contact the most recent manager or Area Manager and discuss the staff member's work habits. Based on this information, the Manager or Area Manager will determine to interview the staff member or not to interview the staff member. This information will be forwarded to the Office/HR Manager and an interview can be scheduled. Copies of appropriate personnel information will be forwarded to the Manager or Area Manager.

If the staff member is currently working at an RSD, Inc. site and is offered the position, the staff member must provide at least 2 weeks' notice and may be required to provide four weeks depending on the position to the manager or Area Manager of the site he or she is leaving and may be required to provide four weeks unless mutually agreed upon by both Managers and Area Managers. Staff members who are determined to be ineligible for re-hire or who did not leave in good standing are not able to transfer unless approved by the CEO.

Corrective Action

Employees of RSD, Inc. are required to adhere to rules of conduct necessary for our organization's operations. A code of conduct is needed to establish and maintain a productive and respectful atmosphere. Corrective action will be administered based on the discretion of the corporation as well as the Corrective Action Procedure Matrix and the circumstances of the situation.

Corrective action may include a letter of caution and instruction, a letter of failure to perform, suspension and or termination as referred in the Corrective Action Procedure Matrix. If an employee disagrees with any corrective action, the employee must follow the grievance policy.

Based on the severity of the situation, it is hoped that the employee can learn from their mistakes and correct their behavior to conform to agency procedures, policies, department rules or laws. The corrective action process, in most cases, is designed to allow the employee to learn the expectations of RSD, Inc. and to conform to all rules and regulatory standards required of employees and RSD, Inc.

The performance standards listed below, standards listed in the Corrective Action Procedure Matrix and others that may be developed from time to time are not all inclusive. These standards are published to provide an understanding of the expectations of RSD, Inc. as an employer and what is determined to be unacceptable conduct. These performance standards are examples of the types of misconduct that can occur for which employees might receive corrective action or be dismissed from employment. RSD, Inc. reserves the right to deviate from the procedures should the event or events be severe.

Violation of any of the following performance standards may result in disciplinary action up to and including termination.

1. Unsatisfactory job performance, unprofessional conduct or neglect of duties
2. Failure or refusal to follow the written or oral instructions of a supervisor or manager
3. Insubordination
4. Engaging in unauthorized personal business during work time/hours
5. Falsifying or misrepresenting company or employment records to include time cards
6. Failure to complete required paperwork/documentation requirements
7. Discourtesy or rudeness to RSD, Inc. employees, individuals served, guardians, parents, family members, regulatory agencies or other agencies with whom we have regular contact
8. Failure to give proper notice when unable to report for or continue work as scheduled
9. Unexcused or excessive absenteeism or tardiness
10. Theft, abuse or misused of RSD, Inc. property, materials or supplies

11. Unauthorized use of RSD's property and/or equipment
12. Threatening, harassing or causing bodily injury /harm to co-workers, employees supervised, or an employee's supervisor and individuals served
13. Making false or malicious statements against any employees, person served by RSD, Inc. or the company.
14. Discriminating intentionally against employees or those we serve in violation of applicable laws
15. Engaging in the harassment of any employee or person being served by RSD, Inc.
16. Possession, use, purchase, consumption, transfer or sale of alcohol, controlled substances or illegal drugs during work hours, while with people served by RSD, Inc., while on RSD, Inc. owned premises, a job site, or while representing RSD, Inc.
17. Reporting to work under the influence of alcohol, controlled substances or illegal drugs
18. Abuse or neglect of the individuals we serve and support
19. Excessive errors in supervision or medication administration
20. Violation of any Montana state or RSD, Inc. policy, rule, regulation or practice
21. Negative and low performance
22. Work behavior that fails to get resolved through the corrective action process or violations policies, rules or laws

Remember, this list is not all inclusive.

RSD, Inc. requires all employees to comply with high standards of business and personal ethics of conduct related to their duties and responsibilities. As representatives and employees, we must practice honesty and integrity in fulfilling our responsibilities. We must all comply with applicable laws and regulations. It is the responsibility of all employees to report ethics violations or suspected policy, rule or law violations.

Employees, who in good faith reports an ethics violation or violations or rules, policies, or laws will not be subjected to any form of harassment, retaliation, or adverse consequence. An employee who retaliates against someone who has reported a violation in good faith is subject to corrective action up to and including termination of employment. This policy is intended to encourage and enable employees and others to raise serious concerns within RSD, Inc. prior to seeking resolution outside of the agency.

The first step of reporting violation is to discuss concerns informally with the immediate supervisor, unless the complaint is against the supervisor or the employee has legitimate reasons for not feeling comfortable enough to discuss the issues with the direct supervisor or the employee is not comfortable with the supervisor's response. The employee should then discuss the matter with the supervisor at the next level.

The CEO will appoint a designee to conduct an investigation of the violations and report the results to the CEO. The CEO will make the final determination regarding the violations and determine what, if any, further action is needed.

Anyone filing a complaint concerning a violation or suspected violation must be acting in good faith and have reasonable grounds for believing this information disclosed indicates a violation. Any allegations that prove to be unsubstantiated and prove to be made maliciously or knowingly to be false will be considered a serious offense and may result in corrective action. Reports of violations or suspected violations will be kept confidential to the most possible extent that is consistent with the need to conduct an adequate investigation.

Resignations and Terminations

Voluntary Termination of Employment: Resignation is a voluntary act initiated by the employee to terminate employment with RSD, Inc. To remain in good standing with RSD, Inc., we request at

least 2 weeks' written notice of resignation from nonexempt employees and 4 weeks' notice from exempt employees. Some key positions integral to the operation but are non-exempt positions within the organization may be required to provide 4 weeks' notice of resignation.

A letter of resignation must include the final date to be worked by the employee and must be delivered wither to the employee's direct supervisor or the Office/HR Manager. Failure to provide advance notice as required by this policy may be cause for forfeit of good standing with RSD, Inc., and can be cause for the employee to be ineligible for rehire and future reference requests will include the failure to provide adequate notice.

Staff members who are non-exempt but have significant responsibilities to the agency are encouraged to provide four weeks advance notice of resignation. These positions include middle management and office personnel. These staff members leaving key management positions will be requested to assist the CEO with a transition plan addressing job duties, supervisees, unfinished tasks and proposed modifications to the position or description.

Prior to any employee's departure, an exit interview will be scheduled by the Office/HR Manager to discuss the reasons for resignation and the effect of the resignation on benefits. If we are unable to meet face-to-face with the employee who is resigning before the resignation date, the Office/HR Manager will mail an exit interview form for completion and return by the employee should they choose to do so.

Involuntary Termination of Employment: Any employee may be dismissed from employment without any reason during the probationary period. After the probationary period, no one should be discharged, except for "just cause". Just cause is defined below:

Proper or sufficient reasons for disciplinary measures imposed on workers by management. The term is commonly used in agreement provisions to safeguard workers from disciplinary action which is unjust, arbitrary, capricious, or which lacks some reasonable foundation for its support. Just cause is misconduct of an employee, or some other event relevant to the employee, which justifies the immediate termination of the employment contract. The just cause justifying a discharge generally is related to employee's work--any conduct, action, or inaction by, arising from, or directly connected with the employee's work, which is inconsistent with his obligations to his employer under his contract of hire, and reflects the employee's willful disregard of the employer's interests.

All employees who are terminated from employment have the option of appealing the decision through the grievance procedure. A copy of the grievance procedure shall be given to the terminated employee, upon request, by the supervisor within seven days of formal termination.

Staff Travel/Use of Vehicles/Transportation of Consumers

This policy affects all employees whose job duties require them to drive corporation vehicles or their own personal vehicle for work.

- Persons authorized to do business for our agency are expected to use corporation vehicles when available. Employees may be requested to use his/her own vehicle when a corporation vehicle is not available. If an employee has reason to believe that his/her own vehicle is not in safe, good operating condition, then he/she shall not transport any consumers in their vehicles.
- All employees whose job position requires them to drive or transport consumers in either corporation vehicles or their own vehicles must follow all Montana driving laws. Employees must either be insured or be insurable under Montana laws. Regular or continued employment in those particular positions will be contingent upon verification of insurability.
- Prior to driving corporation vehicles or transporting individuals in either corporation vehicles or one's personal car, new employees must submit their current Montana driver's license to the Central Office. At that time the corporation will request a record check with Motor Vehicle

Department. Driving status of those employees required to drive will then be reviewed either by the corporation or insurance company randomly throughout the year.

- Employees are responsible for keeping their information up to date, including reporting any changes in his/her driving record to the Executive Director within 5 days of the change. If an employee fails to report changes, it may result in disciplinary action, up to and including termination.
- If an employee receives too many traffic violations that make him ineligible to drive under our corporation's insurance policy and, therefore, unable to perform his job duties, it may result in disciplinary action, up to and including termination.

The following are the general guidelines used by the corporation, according to insurance company requirements, to determine whether or not an employee becomes ineligible to drive corporation vehicles or transport consumers and whether he/she can continue employment with us.

- 1) A driver who is convicted of any one of the following "serious violations" committed in the last three years:
 - DWUI/DWI – Drugs or alcohol
 - Hit and run
 - Involvement in an accident or failure to report an accident
 - Negligent homicide using a motor vehicle
 - Driving while license is suspended or revoked
 - Using a motor vehicle for the commission of a felony
 - Operating a motor vehicle for the commission of a felony
 - Permitting an unlicensed person to drive
 - Reckless driving
 - Speed contest
 - Illegal passing of a school bus
 - 2) A driver with two or more "serious violations" committed between three and eight years ago.
 - 3) A driver with any combination of accidents and other moving violations, which total three during the previous three years.
 - 4) A driver with an international or foreign driver's license.
 - 5) A driver licensed less than three years regardless of age.
 - 6) State law may require drivers to be re-licensed within a certain time frame of their move to the state. Any driver who is not licensed in the state where they reside within the required time is an unacceptable driver.
- The corporation secures non-owned auto insurance for staff that transport consumers in his/her own vehicle; however, our insurance is secondary and covers only the corporation's excess liabilities above and beyond individual liability. Staff is still responsible to have insurance for their individual liability as required by Montana law.
 - In some situations our worker's compensation insurance may preclude non-owned auto and/or individual liability for injuries sustained in accidents occurring during the working hours.
 - Employees who use their own car for travel for corporation business can be reimbursed at the prevailing State rate, but it is the responsibility of the employee to turn in a reimbursement request within the timelines required. The mileage rate is established at a rate high enough to compensate you for the excess use incurred. If the State rate should change in the middle of the fiscal year, the new rate will not be effective until July 1 of the new fiscal year.
 - In order to be reimbursed for travel, employees must turn in a reimbursement request, using the corporation travel voucher and include the following information. Reimbursement requests must be turned in at the end of each month, and no reimbursements will be made after the end of the fiscal year.

- 1) Dates of travel
- 2) Destination(s)

- 3) Purpose of trip
- 4) Time departed and time returned (necessary only for overnight, out-of-town travel)*
- 5) Number of miles traveled, including trip meter reading

*This information must be included to determine the number of meals, which are reimbursable. Currently, meals are reimbursed only for overnight travel, not travel in which you return home the same day.

- In addition to mileage reimbursement, employees who are asked to stay overnight for conferences, business, etc. will also be reimbursed for their motel room and meals. A receipt must be turned in for the motel room. If at all possible, employees should stay in motels, which honor State rates. No receipts are required for meals; however, employees must be sure to complete time and date departed and returned on the travel sheet. Meals will be reimbursed at State rates, based on those recorded times.

Accident procedure:

If an employ is in an accident while on duty whether it is your personal vehicle or an RSD, Inc. owned vehicle and regardless of whether you're transporting an individual we serve or driving yourself, the following procedures should be completed:

1. Each vehicle should have this process, insurance information and registration in the glove box.
2. If possible, get off the road or street as far as possible.
3. Check and tend to any injuries. Keep everyone in the vehicle unless it is considered a danger to their well-being. If you're transporting individuals served by RSD Inc., do what you can to reassure them and calm them.
4. Contact 911. If the police will not come to the accident site notify 911 that you're transporting people with developmental disabilities and that medical attention may be needed. Stay on the line with 911 until assistance arrives. Driver requires medical attention the manager will come to the site and care for the individual served by RSD, Inc. If the police do come to the accident site please obtain the accident case number and provide this to the Office/HR Manager. Indicate the location and who is in the vehicle and any possible injuries.
5. Exchange information with the other driver.
6. Either the driver or Manager should contact the Office/HR Manager as soon as possible or an accident report must be complete.
7. Once everything is taken care of the driver will be required to submit to an alcohol and drug screening. The manager or office personnel will assist with this process. This must be done as soon as possible. Your manager or an office personnel will accompany you for the screening.
8. Within 48 hours drivers required to complete an online driver's course. This can be arranged by the Office/HR Manager.
9. A GER must be written within the timelines established by the Department of DD.

Business Conduct

RSD, Inc. requires all employees to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. As representatives and employees, we must practice honesty and integrity in fulfilling our responsibilities and comply with all applicable laws and regulations.

Therefore, it is the responsibility of all employees to report ethics violations or suspected violations in accordance with this policy.

No employee who in good faith reports an ethics violation shall suffer harassment, retaliation, or adverse employment consequence. An employee who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment. This

policy is intended to encourage and enable employees and others to raise serious concerns within RSD, Inc. prior to seeking resolution outside the agency.

The first step of that procedure is to discuss their concerns informally with their immediate supervisor, unless the complaint is against their supervisor, or the employee has legitimate reasons for not feeling comfortable talking to their immediate supervisor, or he/she is not satisfied with the supervisor's response. Then the employee needs to discuss it with the supervisor at the next level. The Area Program Managers and another representative appointed by the CEO will be responsible for conducting an investigation of the violations and submitting a report of the results to the CEO. The CEO will make a final decision regarding the violations and determine what, if any, further action is necessary.

Anyone filing a complaint concerning a violation or suspected violation must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation. Any allegations that prove not to be substantiated and which prove to have been made maliciously or knowingly to be false will be viewed as a serious disciplinary offense.

Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

Use of Consumer Funds

At no time shall staff ask or require consumers to pay for staff's meals outside the facilities, staff's personal items, or staff's tickets for recreational outings, such as movies, fair, circus, bowling, etc., even if the consumer offers to do so.

Costs for staff to take consumers to recreational events will be paid from the corporation supply accounts, as approved by management. Costs for meals or treats purchased in the community will also be paid from the corporation supply accounts, as approved by management. For information on limitations of meals/treats, talk to your supervisor/manager.

Theft

Stealing from the corporation, consumers, or other employees will not be tolerated at RSD, Inc. Corporation materials may not be removed from the facilities without management approval. Stealing may be grounds for immediate termination and possible criminal charges against you.

Grievance Procedure

It is the policy of RSD, Inc. that regular employees should have an opportunity, when appropriate and practical, to present valid work-related complaints either informally or through a formal grievance procedure. Our corporation will attempt to resolve promptly all grievances that are appropriate for handling under this policy. However, it is not considered proper use if an employee raises complaints in bad faith or solely for the purposes of delay or harassment or repeatedly raises disputes without merit. The corporation may, at its discretion, refuse to proceed with any dispute past the first step (the informal meeting) that it determines is improper under this policy. A Grievance Decision Committee of three people--composed of the Office/HR Manager and two supervisory/management staff selected by the CEO will decide whether complaint is valid and can be grieved through this procedure.

Under no circumstances will an employee be penalized for presenting good faith complaints to an immediate supervisor or to members of management. However, implementation of the dispute resolution procedure by an employee does not limit the right of the corporation to proceed with any disciplinary action that is not in retaliation for the use of the dispute resolution procedure. Probationary and temporary/relief employees cannot use the formal grievance procedure, except in cases involving violation of public law, discrimination, or any form of harassment.

No other people who are external to the corporation shall be allowed to attend the meetings, and no other staff, except those selected to be part of the Grievance Committee, shall be allowed to attend the meetings. However, each party can have one person present to write notes/minutes. The Grievant can also present written statements from witnesses/staff to the Grievance Committee. And the Grievance Committee can interview staff or others, as needed, as a part of their investigation.

Failure of the employer to communicate the decision of a grievance at any step of this procedure within the time limit shall permit the employee to submit an appeal at the next step of the procedure. Failure of the employee to communicate his/her intentions at any step of the process within the timelines can also result in dismissal of the grievance. However, time limits may be extended by mutual agreement.

Whenever time for investigation or resolving grievances is necessary during the work day, the employee shall be permitted release time with pay.

Grievant needs to state exactly what resolution he/she wants. And new grievance issues that are not raised at Step 1 may NOT be raised at the consecutive steps.

Information concerning an employee grievance will be kept confidential to the extent possible. Supervisors, management, the Grievance Committee or the Grievance Decision Committee, and the Board members who investigate a complaint may discuss it only with those individuals who have a need to know about it or who are needed to supply necessary background information or advice. The confidentiality policy also applies to the Grievant. No electronic recording of the meeting will be allowed, unless agreed upon by all Parties.

Grievance Steps:

Step 1: An employee with a work-related complaint must first meet with his/her immediate supervisor within five working days following the act or condition that is the basis for the complaint to try to resolve the problem informally. If the HR Department is contacted, he or she will direct them back to their supervisor.

Step 2: If the complaint is not resolved to the employee's satisfaction by the immediate supervisor, or if the immediate supervisor is the Manager of the program, then the employee may file a formal grievance to that Manager within five working days following the informal meeting at Step 1. The employee may contact the HR Department for clarification of policy.

Step 3: Within five working days of receipt of the formal grievance, the Manager will forward the grievance to the CEO.

Step 4: Within five working days of receipt, the CEO will appoint a Grievance Decision Committee to review the complaint(s) to determine whether it is appropriate for formal grieving under our policy.

The employee may contact the HR Department

Step 5: The Committee will review all information received and make a recommendation to the CEO within five working days as to whether the complaint is appropriate for grieving under our policy.

The Committee has the discretion to request a five work-day extension to ask for additional information from the employee, if needed to make an informed decision. If the additional information is not received within the five working days, then the Committee reserves the right to make the decision based on the information they have. They will make a written recommendation to the CEO, and the CEO will inform the employee and Manager in writing within five days as to their decision. If the Committee decides the complaint is grievable under our policy, then the employee may proceed to Step 6. If the Committee decides that it is not grievable, then their decision is final

Step 6: Within five working days after the receipt of the Committee's decision that it is a grievable complaint, the Manager shall make an appointment to meet with the employee. Within five working days of the meeting, the Manager will submit his/her decision in writing to the grievant, together with supporting reasons.

Step 7: If the grievance is not resolved satisfactorily at Step 6, the grievance may be submitted to the CEO within five working days of receipt of the Step 6 decision. The grievance shall be in writing and

shall include a copy of the original appeal and the Step 6 decision. The grievant may only include information that was available to the Manager, and no new information may be added, unless grievant can provide just cause for adding the information. Within five days of receipt, the CEO will appoint a Grievance Committee to review the grievance. The Committee will hold a hearing/meeting (either conference call, at the administrative office, or at the program site) within ten days following the date the grievance was received by them. All parties shall be provided at least three working days notice of the hearing. The hearing will be facilitated by the CEO. Committee will be composed of HR Director and up to two other management staff appointed by CEO, who are external to grievant's program area. The Committee will investigate and present its written findings and recommendations within five working days to the CEO for final action.

Within five working days after receipt of the recommendations from the Committee, the CEO shall communicate his/her final decision in writing to all the Parties. *The CEO's decision will be final for all grievances that are not filed directly against him/her, except for grievances involving terminations, discrimination, violations of public law, or harassment, (as defined by law), which can be appealed to the Board of Directors.*

Step 8: If the grievance involves a termination, violation of public law, discrimination, or harassment (as defined by law), and is not resolved satisfactorily at Step 7, the grievance may be submitted within five working days to the Board of Directors. The grievance shall be in writing and shall include a copy of the original grievance and the decisions at Step 6 and Step 7. Within ten working days after receipt, the Board may choose to either respond in writing to the grievance or hold a hearing. The grievant, Manager, and CEO shall be provided at least three working days notice of the hearing, if held. Within ten working days after the hearing, the Board shall communicate its decision in writing to the Parties present at the hearing, including supporting reasons.

****If the complaint is with the CEO of the Corporation, and the CEO does not resolve the problem to the employee's satisfaction at Step 1, then the employee shall submit a formal grievance to the CEO in writing within five working days of the informal meeting. The CEO will appoint a Grievance Decision Committee, as indicated in Step 4 and Step 5. If that Committee decides within the timelines indicated in Step 5 that the complaint is grievable, then within five days after receipt of their decision, the CEO will schedule a meeting/hearing with the grievant. Within five days after the hearing, the CEO will inform the grievant in writing of his/her decision. If the decision is not satisfactory to the grievant, then within five days the grievant must inform the CEO in writing of his/her intent to appeal to the next level.**

If the grievance against the CEO is a grievance concerning a termination, discrimination, violation of public law, or harassment, as defined by law, then the CEO will forward all the information to the Board of Directors within five days. The Board will schedule a hearing within ten days of receipt of the grievance information. Within ten days the Board will communicate their decision in writing to all parties. Their decision will be final internal to the corporation.

If it is any other type of grievance against the CEO, then the Board or CEO will establish a Grievance Committee, composed of two Board members and two management staff and forward the information to the Committee within five days. The Grievance Hearing Committee will schedule a hearing within ten days. Within ten days of the hearing, the Grievance Hearing Committee will communicate their decision to all parties. Their decision will be final internal to the corporation.

Harassment in the Work Environment

RSD, Inc. is committed to providing a work environment that is free of discrimination and harassment, as required by law. In keeping with this commitment, we will not tolerate harassment of RSD, Inc. employees by anyone, including a supervisor, manager, co-worker, vendor, consumer, contractor, customer or other regular RSD, Inc. visitors.

Harassment Based on Protected Status:

Harassment consists of unwelcome conduct, whether verbal, physical, or visual, that is based upon a person's protected status, such as sex, color, race, religion, pregnancy, sexual orientation, ancestry, national origin, age, disability, or other legally protected status. RSD, Inc. will not tolerate harassing conduct, as defined above that affects tangible job benefits, that interferes unreasonably with an individual's work performance, or that creates an intimidating, hostile, or offensive working environment.

Examples of non-sexual harassment based on a person's protected status may include:

- Use of racially derogatory words, phrases, epithets;
- Demonstrations of a racial or ethnic nature, such as a use of gestures, pictures or drawings which would offend a particular racial or ethnic group;
- Comments about an individual's skin color or other racial/ethnic characteristics;
- Disparaging remarks about an individual's gender that are not sexual in nature;
- Negative comments about an employee's religious beliefs (or lack of religious beliefs);
- Expression of negative stereotypes regarding an employee's birthplace or ancestry;
- Negative comments regarding an employee's age; and/or
- Derogatory or intimidating references to an employee's mental or physical impairment.

Sexual Harassment:

Sexual harassment is conduct based on sex, whether directed towards a person of the opposite or same sex. Examples of actions that may create a hostile environment because of sexual harassment may include:

- Leering, i.e. staring in a sexually suggestive manner;
- Making offensive remarks about looks, clothing, body parts;
- Touching in a way that may make an employee feel uncomfortable, such as patting, pinching, or intentional brushing against another's body;
- Telling sexual or lewd jokes, hanging sexual posters, making sexual gestures, etc.;
- Sending, forwarding, or soliciting sexually suggestive letters, notes, emails, or images;
- Propositions or pressure to engage in sexual activity;
- Sexual assault;
- Members of one sex are exposed to disadvantageous terms or conditions of employment to which members of the other sex are not exposed;
- A pattern of abuse directed at both men and women that affects women more adversely than men;
- General hostility to the presence of members of one sex in the workplace; and/or
- A pattern of hiring or promoting sex partners over more qualified persons.

A Claim of Harassment:

A claim of harassment generally requires several elements, including:

- The complaining party must be a member of a statutorily protected class;
- He/she was subjected to unwelcome verbal or physical conduct related to his/her membership in that protected class;
- The unwelcome conduct complaint was based on his/her membership in that protected class;
- The unwelcome conduct affected a term or condition of employment (e.g., hiring, firing, promotion, failure to promote, demotion, formal discipline, undesirable reassignment, or a significant change in benefits, a compensation decision, or a work assignment; and/or
- The unwelcome conduct had the purpose or effect of unreasonably interfering with his/her work performance and/or creating an intimidating, hostile or offensive work environment.

What Is Not Harassment?

Federal law does not prohibit simple teasing, offhand comments, or isolated incidents that are not extremely serious, nor are consensual relationships considered sexual harassment. Rather, the conduct must be so objectively offensive as to alter the conditions of the individual's employment.

The conditions of employment are altered only if the harassment culminates in a tangible employment action or is sufficiently severe or pervasive to create a hostile work environment

What Is Protocol For Dealing With Harassment?

All employees are responsible to help ensure that RSD, Inc. avoids all forms of harassment in the workplace. Whenever possible, any person who is experiencing unwelcome conduct of the type generally described above should inform the person engaging in the conduct that it is unwelcome and request that it stop. If the unwelcome conduct does not stop and you feel you continue to be harassed, you are to immediately notify your direct supervisor or the Area/Program Manager (or CEO if the complaint is against the Area/Program Manager). Complaints of harassment against other employees are to be handled and investigated according to the corporation's grievance policy, unless special procedures are deemed appropriate. RSD, Inc. will investigate all complaints of harassment thoroughly to the fullest extent practicable.

If you feel you have witnessed harassment, you are also to immediately notify your direct supervisor. RSD, Inc. forbids retaliation against anyone for reporting harassment, assisting in making a harassment complaint, or cooperating in a harassment investigation. If you feel you have been retaliated against, you are to notify your direct supervisor, the Area/Program Manager or, if not available, the CEO. Retaliation in any form is grounds for disciplinary action up to and including termination.

RSD, Inc. will keep complaints and the terms of the resolution confidential; however, it cannot guarantee complete confidentiality in order to complete a thorough investigation. If an investigation confirms that a violation of this policy has occurred, RSD, Inc. will take appropriate, corrective action including discipline up to and including termination. Additionally, supervisors who knowingly condone or fail to report incidents of harassment that they have observed or become aware of, may themselves be subject to disciplinary action and/or could have personal liability for damages caused by harassing conduct. Complaints of harassment by non-employees are to be reported, as above, but will be handled and investigated on a case-by-case basis, rather than through the grievance procedure.

Workplace Violence

The safety and security of RSD, Inc.'s consumers, employees, and visitors is very important. Threats, threatening behavior, or acts of violence against employees, consumers, or visitors by anyone on RSD, Inc.'s property will not be tolerated. The following information is provided to employees to enhance workplace safety and to reduce the potential for disruption and violence to occur. Note: The information below is included as general guidance, with the full knowledge that a perpetrator may in all probability be unpredictable and should be handled with extreme caution. See Policy #122 Workplace Violence for additional information on how to respond to disruptive threatening, or violent behavior.

What Is Disruptive, Threatening, or Violent Behavior? Although no list could detail all the behaviors that RSD, Inc. will not tolerate, the following is a non-exclusive list of examples of prohibited activity:

- Physical harassment with or without weapons, such as assault, blocking, physical interference with normal work, or any behavior that a reasonable person would interpret as being potentially violent (throwing things, fist-shaking, pounding on objects, destroying property; or specific threats to inflict physical harm.
- Threatening behavior, such as moving closer to another person(s) in an aggressive manner; or general oral or written threats to people or property ("You better watch your back" or "I'll get you"), as well as implicit threats ("You'll be sorry" or "This isn't over").
- Any conduct creating an intimidating, hostile or offensive work environment.

Workplace Safety Procedure For Filing Complaints or Reporting Violent (or potential violent) Behaviors: If you have witnessed, received, or have been told that another person has witnessed or

received threats, please call your supervisor or the Manager of the programs in your area immediately. If not available, call the CEO. Even without an actual threat, employees should also report any behavior which they regard as threatening or violent, when that behavior is job related or might be carried out at one of RSD, Inc.'s facilities, or is connected to RSD, Inc. in some way. Employees are responsible for making this call, regardless of the relationship between the person who initiated the threat or threatening behavior and person(s) who were threatened or were the focus of the threatening behavior. The identity of anyone who reports a violent act or threat of a violent act will be kept confidential. All employees who apply for or obtain a protective or restraining order which lists RSD, Inc. property as being protected areas, must provide to the Manager and CEO a copy of the petition and declarations used to seek the order, a copy of any temporary protective or restraining order which is granted, and a copy of any protective or restraining order which is made permanent.

Consequences For Violent Behavior (Or Threats Of Violence): Any person who makes substantial threats, exhibits threatening behavior, or engages in violent acts on RSD, Inc. property shall be REMOVED from the premises as quickly as safety permits, and shall remain off RSD, Inc. premises until an investigation is completed. Violation of this policy will lead to disciplinary action which may include suspension, reassignment of job duties, termination, arrest, and/or prosecution.

Weapons Free Workplace

To ensure that RSD, Inc. maintains a workplace safe and free of violence for all employees and individuals served, RSD, Inc. prohibits the possession or use of dangerous weapons on company property.

All RSD, Inc. employees and individuals served by RSD, Inc. are subject to this policy, including contract workers, temporary employees and visitors. A license to carry a weapon on company property does not supersede company policy. An employee having knowledge that a coworker, individual served, contract worker or visitor possesses a weapon on company property must report the violation to a manager or supervisor immediately.

Company property is defined as all company owned or leased buildings and surrounding areas such as sidewalks, driveways, parking lots under the company's ownership of control. This policy also applies to all company-owned vehicles or vehicles used to transport individuals receiving services where the driver or owner receives mileage reimbursement from the company.

Dangerous weapons include firearms, explosives, knives and other weapons that might be considered dangerous or that could cause harm. This policy does not include commercially sold pepper spray. Employees are responsible for making sure any items they may have in the employee's possession are not prohibited by this policy.

Failure by RSD, Inc. employees to follow this procedure may result in corrective action.

Substance Abuse in the Workplace Policy

Commitment to a Drug and Alcohol-Free Workplace

RSD, Inc. is committed to providing a safe, healthy, and productive work environment. Consistent with this commitment, this policy establishes RSD, Inc.'s intent to maintain a drug- and alcohol-free workplace. Being under the influence of alcohol or illegal drugs (as classified under federal, state, or local laws), including marijuana, while on the job poses serious health and safety risks to employees and clients, which is not tolerated.

Prohibited Conduct

RSD, Inc. expressly prohibits the following activities at any time that employees are either (1) on duty or conducting RSD, Inc.'s business, either on or away from its premises; or (2) on RSD, Inc.'s premises whether or not the employee is working:

- 1• The use, abuse, or being under the influence of alcohol, illegal drugs, or other impairing substances.
- 1• The possession, sale, purchase, transfer, or transit of any illegal or unauthorized drug, including prescription medication that is not prescribed to the employee or drug-related paraphernalia.
- 1• The illegal use or abuse of prescription drugs.

Nothing in this policy is meant to prohibit the appropriate use of over-the-counter medication or other medication that can legally be prescribed under both federal and state law, to the extent that it does not impair an employee's job performance or safety or the safety of others. Employees who take over-the-counter medication or other medication that can legally be prescribed under both federal and state law to treat a disability should inform their supervisor if they believe the medication will impair their job performance, safety, or the safety of others or if they believe they need a reasonable accommodation **before** reporting to work while under the influence of that medication.

A violation of any of the above is subject to disciplinary action, up to and including immediate termination of employment.

Workplace Searches and Inspections

In order to achieve the goals of this policy and maintain a safe, healthy, and productive work environment, RSD, Inc. reserves the right to inspect employees, as well as surroundings and possessions belonging to, search or inspect desks, lockers, and employer-owned or leased vehicles to RSD, Inc. for substances or materials in violation of this policy either post-accident or upon reasonable suspicion. We also reserve the right to involve local police to search or inspect any vehicles on company property where prohibited items may be concealed. Employees should have no expectation of privacy while on RSD, Inc.'s premises.

Drug and Alcohol Testing

Analytical urine drug testing and breathe testing for alcohol may be conducted as required by federal and state regulations. Testing will be performed by a contracted third party, and shall be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities which have been approved by the U.S. Department of Health and Human Services.

Urine samples will be tested for marijuana, cocaine, opiates, amphetamines, and phencyclidine. An initial drug screen will be conducted on each specimen. For those specimens that are not negative, a confirmatory gas Chromatography/Mass Spectrometry (GS/ms) test will be performed. The test will be considered positive if the amounts present are above the minimum threshold established in 49 CFR Part 40.

Tests for alcohol concentration will be conducted utilizing a National Highway Traffic Safety Administration (NHTSA)-approved evidential breath testing device (EBT) operated by a trained breath alcohol technician (BAT). Alcohol screening tests may be performed using a non-evidential alcohol screening device, approved by NHTSA, operated by a screening test technician (SST). Any positive alcohol screen will be confirmed using an EBT. If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. An employee who has a confirmed alcohol concentration of greater than 0.02 but less than 0.04 will be removed from duty for a minimum of twenty-four hours. An alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of this policy.

Reasonable Suspicion Testing: All employees may be subject to a fitness for duty evaluation to include appropriate urine and/or breathe testing when there are reasons to believe that drug or alcohol use is adversely affecting job performance. A reasonable suspicion referral for testing will be made on the basis of documented objective facts and circumstances which are consistent with the long or

short term effects of substance abuse. Examples of reasonable suspicion include, but are not limited to, the following:

1. Adequate documentation of unsatisfactory work performance or on the job behavior;
2. Physical signs and symptoms consistent with prohibited substance use;
3. Evidence of the manufacture, distribution, dispensing, possession, or use of controlled substances, drugs, alcohol, or other prohibited substances;
4. Occurrence of a serious or potentially serious accident that may have been caused by human error;
5. Fights (to mean physical contact), assaults, and flagrant disregard or violations of established safety, security, or other operating procedures.

Reasonable suspicion determinations will be made by a minimum of 1 manager or supervisor and one witness who are trained to detect the signs and symptoms of drug and alcohol use and who reasonably conclude that an employee may be adversely affected or impaired in his/her work performance due to prohibited substance abuse or misuse.

Post-Accident Testing: All employees will be required to undergo urine and breathe testing if they are involved in an accident that included human fatality, bodily injury that requires medical treatment or property damage estimated greater than \$1,500.00.

When required following an accident the employee will be tested as soon as possible. Any employee involved in an accident must refrain from alcohol use for eight hours following the accident or until he or she undergoes a post-accident alcohol test. Any employee who leaves the scene of the accident without appropriate authorization prior to submission to drug and alcohol testing will be considered to have refused the test and subject to disciplinary action up to and including termination.

An employee will be subject to the same consequences of a positive test if an employee:

- Refuses to test
- Adulterates or dilutes the specimen
- Substitutes the specimen with that from an imposter
- Will not sign the required forms
- Refuses to cooperate in the testing process in such a way that prevents completion of the test

Dispute Resolution Concerning Testing

Any employee who questions the results of a required drug test may request that an additional test be conducted. This test may be conducted at a different testing DHHS certified laboratory. The test must be conducted on the split sample that was provided at the same time as the original sample. All costs for such testing are paid by the employee unless the second test invalidates the original test. The company may seek reimbursement from the employee, including withholding the costs from a pay check. The method of collecting, storing, and testing the split sample will be consistent with the procedures set forth in 49 CFR Part 40. The employee's requests for a retest must be made within 72 hours of notice of the initial test result.

Information and Training

All employees will be provided information concerning the effects of alcohol and controlled substances on an employee's health, work, and personal life; signs and symptoms of a problem; and rehabilitation. In addition, all supervisors will receive a minimum of one hour training on alcohol misuse and one hour training on controlled substances abuse.

Confidentiality

RSD, Inc. affirms the need to protect individual dignity, privacy, and confidentiality throughout the testing process. Information obtained through testing that is unrelated to the use of a controlled

substance or alcohol will be held in strict confidentiality by the medical review officer and may not be released to the employer.

All information, interviews, reports, statements, memoranda, and test results are confidential communications that may not be disclosed to anyone except: (i) the tested employee; (ii) the designated representative of the employer; or (iii) in connection with any legal or administrative claim arising out of the employer's implementation of this policy or in response to inquiries relating to a workplace accident involving death, physical injury, or property damage in excess of \$1,500.00, when there is reason to believe that the tested employee may have caused or contributed to the accident.

Employee Assistance Program

RSD, Inc. provides an employee assistance program (EAP) for all employees. The EAP is designed to help individuals manage personal problems that can impact their well-being and work performance. Treatment is confidential (unless an EAP counselor is required by law to disclose information such as child abuse) and will not become a part of an employee's personnel records. Please contact the Office/HR Manager for more information on available EAPs.

Smoking

It is the policy of RSD, Inc. to comply with all applicable federal, state, and local regulations regarding smoking in the work place and to provide a work environment that promotes productivity and the well-being of its employees.

The corporation recognizes that smoking in the work place can adversely affect employees, consumers, and visitors. Accordingly, use of any tobacco product, including cigarettes, cigars, pipes, smokeless tobacco and "e-cigarettes" shall be prohibited inside all of its facilities, within a minimum of approximately 15 feet, but preferably 25 feet of all entrances, exits, and open windows at the facilities and corporation vehicles and inside corporation vehicles. Smoking on the grounds/lawn will be allowed, but only if people are smoking at least 15 feet from others who are in the area. Employees are also not allowed to use tobacco products in their own vehicles while transporting consumers. The policy applies to employees and consumers in the day facilities, residential facilities, and administrative office. If possible, it is preferable to designate one or two specific areas for smoking that are at least 15—25 feet away from the facility entrances/exits.

The intent of this policy is the following:

1. Eliminate exposure to secondhand tobacco smoke;
2. Reduce employees', consumers' of services, and visitors' exposure to residual secondhand smoke (on clothing, body, and hair); and
3. Promote and encourage healthy lifestyles and tobacco-free environments, plus a more productive work environment.

The Area/Program Managers and the supervisors of each program are responsible for implementing, monitoring, and enforcing the policy. They are also responsible for ensuring that all employees in their program(s) are given a copy of the new policy and acknowledge reading the policy. Employees are expected to exercise common courtesy and to respect the needs and sensitivities of co-workers and consumers in regard to the smoking policy. Employees who do not comply with this policy will be reported to their supervisor or Area Manager. Violations of this policy will be considered a job performance/conduct issue and dealt with accordingly through our disciplinary process. Complaints about smoking issues should be resolved at the lowest level possible, but may be processed through the corporation's grievance procedure.

Communication of Policy:

Signs bearing the message "Tobacco-Free Facility and Grounds" will be posted in corporation vehicles and at each entrance of RSD, Inc.'s facilities. Smoking shelters will NOT be provided on

RSD, Inc. grounds and employees and consumers are expected to keep any area on the grounds/lawns and facilities where they are smoking clean. Some kind of closed container must be available to empty cigarette butts from the ashtray, and the ashtray must be emptied immediately into the closed container.

Tobacco Use Cessation Programs:

RSD, Inc. is committed to providing support to all personnel who wish to stop using tobacco products. Free cessation assistance may be obtained through the Montana Tobacco Quit Line (1-866-485-QUIT), which provides free telephone counseling and over-the-counter tobacco cessation medications. Tobacco Use Prevention staff will also provide an up-to-date list of local cessation services to all staff.

Children/Friends/Pets & Support Animals at Work

Because of the liability of someone getting hurt in the facilities, staff is not allowed to have their children, pets, and/or friends at work with them during their work shift. However, exceptions will be made if the visits are brief (under one-half hour); if the children or friends are volunteering; or if they have been invited by one of the consumers to visit them. Additionally, visitors are also not allowed to bring their pets into the facilities. If arrangements are made by staff to bring animals in (for rec. outing), then extra caution must be taken by staff to assure the animals are attended.

Consumers are allowed to have pets at their home ONLY IF they are responsible enough to take care of the animal, they do not violate house rules, AND they do not violate the rights of other clients living in the home, i.e. if someone is allergic to animals. Individual cases will be handled through the PSP Team.

Definitions:

Pet: An animal kept for ordinary use and companionship.

Service animals: Determination as a service animal requires the animal be trained for a specific task, specific tasks or perform work that will benefit the individual to assist the person to. A service animal must be recommended by a doctor or a licensed therapist.

Many individuals served by RSD, Inc. have allergies or fear of many animals. With this in mind, fur bearing animals, with the exception of approved service animals, are not allowed to be maintained in any residential or day service facilities owned or operated by RSD, Inc. Other animals such as fish, reptiles or amphibians must be approved by RSD, Inc. All current pets, fur-bearing or not, fall under the grandfather clause and the owner must take responsibility for all care and treatment. There must be a plan in place for care of the animal in the owner's absence.

All pets must have the required shots, licenses and tags, including name tags and be registered in accordance with local laws and requirements. The resident agrees to immunize the pet(s) in accordance with local laws and requirements. All assist animals must be trained and approved. Any damage caused by an owned animal shall be the financial responsibility of the owner. The owner shall be responsible for all costs for treatment of fleas, ticks and other pet related pests inside the RSD, Inc. facility.

RSD, Inc. reserves the right to refuse as a pet a dangerous animal such as a poisonous snake. The owner must immediately and permanently remove the pet from the premises if we receive a complaint from a neighbor or other resident, or we, in our sole discretion, determine that the pet has disturbed neighbors or other residents. Employees and individuals served may not bring their pets to work.

Personal Appearance/Dress Code

All RSD, Inc. employees shall dress in a manner that reflects a professional image, yet allows employees to work comfortably and safely in the workplace. Employees must understand that they

are representing RSD, Inc. and the people we serve. How employees dress and present themselves in the community is a direct reflection on everyone associated with RSD, Inc. Dress, grooming, and personal cleanliness standards contribute to the morale of all employees and have an impact on the business image RSD, Inc.

During business hours or when representing RSD, Inc., employees are expected to present a clean, neat, and tasteful appearance. All employees should dress and groom according to the requirements of your position. This is particularly true if your job involves dealing with customers or visitors in person.

Your supervisor or department head is responsible for establishing a reasonable dress code appropriate to the job you perform. If your supervisor feels your personal appearance is inappropriate, an employee may be asked to leave the workplace until properly dressed or groomed. Under such circumstance, the employee will not be compensated for the time away from work. Consult your supervisor if you have questions as to what constitutes appropriate appearance. Where necessary, reasonable accommodation may be made to a person with a disability. If the issue persists, is especially inappropriate, or unprofessional and/or offensive, corrective action will be implemented according to Board policy.

The type of clothing worn by employees is dependent on the activities scheduled for a given workday. No dress code can cover all contingencies so employees must use a certain amount of judgment in the choices made when dressing for work. Without unduly restricting individual tastes, the following personal appearance guidelines should be followed:

- Shoes must provide safe, secure footing, and offer protection against hazards. High heels including tall wedges, flip-flops, sandals, open back, open front shoes or slippers will not be worn in areas where services are provided or while employees are providing services to the people we serve. This is a safety issue for the employee and can cause significant injury not only to the employee but to the individuals served by RSD, Inc. Exceptions can be made by the Manager or CEO based on the activities.
- Clothing that reveals too much cleavage, back, lower back, chest, feet, stomach, thighs or undergarments is not appropriate. Clothing, hair and body should be neat, clean and odor-free. Offensive body odor and poor personal hygiene is not professionally acceptable. Spandex is allowed if covered by a shirt or skirt.
- As a general rule, clothing should be free of holes, stains, etc. but exceptions can be made by the Supervisor, Manager or CEO depending on the type of activities that are scheduled.
- Clothing that has words, terms or pictures which may be offensive to the individuals we serve, families, other community-based professionals and other employees will not be worn.
- The dress code of any job site or community placement where individuals served by RSD, Inc. shall be followed. The dress standard should be discussed with the volunteer or job site prior to starting so there are no misunderstandings.
- Clothing, hair and body should be neat, clean and odor-free. Offensive body odor and poor personal hygiene is not professionally acceptable.
- Perfume, cologne, and aftershave lotion should be used moderately or avoided altogether, as some individuals may be sensitive to strong fragrances.
- Jewelry should not be functionally restrictive, dangerous to job performance, or excessive. Dangling earrings are not to be worn. They can easily be ripped from ears causing injury to staff members.
- Facial jewelry, such as eyebrow rings, nose rings, lip rings, and tongue studs, is not professionally appropriate and must not be worn during business hours.

If clothing fails to meet the above standards, as determined by the staff members Supervisor or the CEO, the employee will be asked to not wear that inappropriate item to work again and may be

required to go home and change clothing. If the issue persists, is especially inappropriate, unprofessional and/or offensive, and corrective action will be implemented according to Board policy.

Each employee must understand we are the face of RSD, Inc. for the general public, families and, most importantly, the people we serve.

Replacement of Personal Items

RSD, Inc. does not carry insurance to cover the loss of employees' personal items while carrying out the duties of their jobs. Employees are discouraged from wearing valuable, loose or dangling jewelry, expensive clothing, carrying a phone while working with the people we serve, leaving your purse or wallet out or carrying personal keys while on duty.

Employee's should not wear jewelry or take items to work that have no functional use at the specific job site. The Board will not reimburse employees for such items if stolen while at work. Purses, keys and wallets should be kept in lockable areas such as offices or drawers. If those items are left in the open, RSD, Inc. will not be responsible for replacement of lost or broken items.

RSD, Inc. recognizes that there are special circumstances that may warrant replacement of damaged or lost personal items but will verify that they items were appropriate to be wearing or having at work. Guidelines related to what will be considered for reimbursement are:

- The damage occurred during an altercation or interaction with a person served by RSD, Inc.
- The damage occurred as a result of the use of a faulty piece of equipment which the employee was not aware.
- The employee's negligence or disregard for RSD policy or practice did not cause the damage.

RSD, Inc. will reimburse employees reasonable and actual costs related to the repair or replacement of personal items that are damaged or destroyed in the performance of the employee's duties as the result of an incident with a client. The item being replaced must be of equal value or less and in similar condition to the item that was destroyed.

In the case of glasses/contacts, RSD, Inc. will only cover the cost of repair or replacement of the damaged portion, i.e. lens or frame. RSD, Inc. will not cover eye exams, changes in prescriptions, etc. If it is necessary to replace frames and lenses for reasons other than damage, a note from the doctor or providing facility will be necessary explaining the reason.

Process:

1. All losses must be reported to the employee's direct supervisor immediately.
2. The employee must complete an incident report stating the loss and how the loss occurred. Any witnesses must verify the incident.
3. The employee must attach to the written report any and/or all receipts verifying the original cost of or the replacement cost of the item(s). Claims without receipts will not be considered.
4. All information must be submitted to the employee's direct supervisor.
5. The supervisor will verify the circumstances and submit the information to the CEO. The CEO will make a final determination of the validity of the employee's claim and if the employee's request will be paid.

Computer, Email, Internet and Phone Usage

The purpose of this directive is to provide RSD, Inc. employees with guidance on the proper use of the district's information technology resources, including but not limited to the Internet, the Intranet, email, and other technological data systems.

The use of RSD, Inc.'s technology resources is a privilege granted to employees for the enhancement of job-related functions. Employees will not access to these resources for personal use. Violations of this policy may result in the revocation of this privilege. Employees may also face disciplinary action up to and including termination, civil litigation, and/or criminal prosecution for misuse of these resources.

Computer/Email/Internet/Phone Use:

Computers, computer files, the email system, and software furnished to employees are RSD, Inc. property intended for business use. Employees should not use a password, access a file, or retrieve any stored communication without authorization. To ensure compliance with this policy, computer and email usage may be monitored.

RSD, Inc. strives to maintain a workplace free of harassment and sensitive to the diversity of its employees. Therefore RSD, Inc. prohibits the use of computers and the email system in ways that are disruptive, offensive to others, or harmful to morale.

For example, the display or transmission of sexually explicit images, messages, and cartoons is not allowed. Other such misuse includes, but is not limited to, ethnic slurs, racial comments, off-color jokes, or anything that may be construed as harassment or showing disrespect for others.

Email may not be used to solicit others for commercial ventures, religious or political causes, outside organizations, or other non-business matters.

RSD, Inc. purchases and licenses the use of various computer software for business purposes and does not own the copyright to this software or its related documentation. Unless authorized by the software developer, RSD, Inc. does not have the right to reproduce such software for use on more than one computer. Employees may only use software on local area networks or on multiple machines according to the software license agreement. RSD, Inc. prohibits the illegal duplication of software and its related documentation.

Employees should notify their immediate supervisor, the Human Resources Office or any member of management upon learning of violations of this policy. Employees who violate this policy will be subject to disciplinary action, up to and including termination of employment.

The internet may be used for business reasons but personal use either by "surfing" the internet, downloading information or uploading information is prohibited. Computers are for business use and personal use of the internet detracts from the duties of your job.

Employees may not expect that the information maintained on or received or sent by employees is private and management may review information and the contents of computers at any time. Computers are not to be used for personal use and offensive or non-work related information or searches are prohibited.

RSD, Inc. Cell Phone Use of Company Owned and Supplied Devices or Personal Phone Use:

An employee who is expected to be on call may be provided with a company owned phone and it is understood that the phone is for business use only. An employee who uses a company-supplied phone is prohibited from using a cell phone, hands on or hands off, or similar device while driving, whether the business conducted is personal or company-related.

This prohibition includes receiving or placing calls, text messaging, surfing the Internet, receiving or responding to email, checking for phone messages, or any other purpose related to your employment; the business; our customers; our vendors; volunteer activities or meetings performed in the name of the company. Using an RSD, Inc. cell phone or a personal cell phone during work is prohibited and detracts from the goal of providing quality services. Failure to adhere to this policy may be subject to corrective action up to and including termination from employment. Should there be a need and

possible emergency, employees may leave the work location number for contact purposes. Employees should make personal cell phone calls during break or lunch times only. Frequent or lengthy phone calls are not acceptable as they may adversely affect the employee's productivity and disturb others. Personal cell phone use during breaks or lunch, even when permitted, must never include language that is obscene, discriminatory, offensive, prejudicial or defamatory in any way (such as jokes, slurs and/or inappropriate remarks regarding a person's race, ethnicity, sex, sexual orientation, religion, color, age or disability).

Personal cell phones generally should not be used for business-related purposes unless necessary a business-provided phone is not available. Employees should turn off ringers or change ringers to "mute" or "vibrate" during training, conferences and the like; when meeting with consumers or serving consumers; and if an employee shares a workspace with others. The use of cameras on cell phones during work time is prohibited to protect the privacy of the employer as well as of fellow employees and people served by RSD, Inc.

Safety/Health

RSD, Inc. is committed to ensuring a safe working environment for our employees. Our goal is to comply with the OSHA Act of 1970. This Act requires that employers provide a safe, healthful working environment and that employees comply with occupational safety and health standards and all applicable rules, regulations, and orders contained within the Act. In order to achieve these goals, employees shall receive training on the use of equipment, proper and safe operating procedures, site/task specific job functions, hazardous communications, HIV, infection control, and communicable diseases.

Each area has a safety representative with whom employees can discuss safety issues. Local safety meetings and/or training should be conducted regularly. In addition, the local safety representatives attend quarterly meetings with other corporate representatives from the other areas to discuss safety concerns, attend training, etc.

All employees are responsible for exercising maximum care and good judgment and shall comply with established procedures in operating safety and preventing accidents. Unsafe conditions, equipment, or practices shall be reported to the safety representative or supervisor immediately and documented in the safety log. Each employee is expected to abide by all safety rules and procedures, attend training, and wear any and all personal protective equipment required and provided by RSD, Inc.

Employees must report any accidents or injuries that occur during his scheduled work shift to his/her supervisor as soon as possible, but no later than 30 days of its occurrence. The employee must also submit a First Report of Injury or Occupational Disease to the Central Office so that we can submit a report to our insurance carrier. The supervisor is also responsible to complete a report of the accident/injury to submit with the employee's report. The forms may be requested from the supervisor or Central Office.

Work Recovery

RSD, Inc. strives to assist employees to return to work at the earliest possible date following an injury or illness. However, this policy is not intended to supersede or modify the procedures applicable to employees eligible for reasonable accommodation or covered under the Americans with Disabilities Act (ADA) or leave benefits under the Family and Medical Leave Act (FMLA).

Inquiries about the ADA or FMLA should be directed to the Office/Human Resource Manager.

- I. Phase I—Determining Prognosis for Return to Work at Time of Injury
 1. Upon receipt of the First Report of Injury or other notification of a disabling event, RSD will immediately attempt to clarify the extent of injury/disability. An inquiry will be initiated to

determine the current ability to work, and the prognosis for full recovery to pre-injury work status. RSD will provide the treating physician with a copy of the current job description/job analysis and a Work Capacity Medical Form. The physician will be requested to review the job analysis and complete the Work Capacity Medical Form before the employee can be returned to any type of work.

Upon receipt of necessary medical information, one of the following will occur:

- If the injured worker is able to return to their job within three working days without accommodation, a physician release will be obtained with completion of the Work Capacity Medical Form and job analysis (signed or initialed by physician), and the employee will report to work.
- If the employee has current medical limitations and will have these limitations for more than three working days, but the prognosis for full recovery in the opinion of the treating physician is good, then the injured employee will immediately be moved into Phase II of the transitional return to work program.
- If the employee has current physical limitations, and the prognosis for physical recovery to a level where return to work in the time of injury is NOT LIKELY, then Phase III of the transitional return to work program should be implemented.

II. Phase II - Return to Work in a Transitional Job

1. Employees who have been determined to have a good potential for return to work in their time of injury jobs by his/her physician, will be placed within their current workplace in a lighter duty job in keeping with their medically-defined physical restrictions. If it is not possible to safely and effectively design an alternative transitional position in the employee's current workplace, it may be necessary to try to find a transitional position in another of RSD's facilities.
2. An employee's Phase II program will begin on the day they report to work in the transitional position.
3. Employees will be paid their hourly wage while participating in the Phase II program for a period not to exceed 12 weeks.
4. At any time if an employee is deemed by his/her treating physician to be capable of full-time employment in their previous position, the Phase II program will end. A Phase II program will also end; if upon further medical review it is determined that return to work in the time of injury position will likely NOT OCCUR. In this instance, the employee will be immediately moved into the Phase III program for review of other return-to-work options.

III. Phase III-Exploration of Internal Employment Alternatives

1. Employees who are NOT expected to be able to return to work in their time-of-injury/disability job will be eligible for evaluation by RSD for alternative jobs within RSD, if available. RSD will notify the injured employee of other positions they may be qualified for based on their knowledge, skills, abilities, and medical limitations.
2. Employees involved in Phase III activities may be left in the transitional duty position previously assigned during Phase II while the internal job search process is carried out. Employees, who have not been in a Phase II transitional job, may be assigned a transitional duty job with physician approval, during the job search process. All transitional job assignments are subject to the 12-week maximum as outlined above.
3. Employees assigned to transitional jobs will be paid their hourly wage while working. Should the employee return to work in an alternative job with RSD during the program, the employee will be moved into that position's pay range, effective on the first day the employee begins the new job.
4. Upon expiration of the transitional work program time frame, if the employee has not returned to an alternative job with RSD, a meeting will be held to discuss further action. Options at this point for employees with work-related injuries are as stipulated in Worker's Compensation Law, and may include alternative job placement, retraining assistance, or

termination. Employees with non-work related injuries, who have been unable to return to their original job or other jobs with RSD, will be terminated.

IV. Responsibilities:

1. Employee

- 1.a) Have knowledge of and comply with all restrictions imposed by the physician both on and off the job during the transitional duty assignment. The employee is responsible to assure he/she does not work beyond medically identified work limitations on or off the job while in transitional duty.
- 1.b) Perform all transitional duty placement assignments in the same responsible and professional manner as that of your regular work assignment.
- 1.c) Abide by all RSD's policies and procedures
- 1.d) Comply with all prescribed treatment instructions and scheduled medical appointments. This includes all physical therapy and home exercise programs.
- 1.e) Return "Work Capacity Medical Forms" to the Office/Human Resource Manager within 24 hours after each physician appointment.
- 1.f) If in a Phase II transitional program, maintain no less than weekly contact with the Office/Human Resource Manager and Manager to exchange information regarding medical recovery process.
- 1.g) Maintain communication with the Office/Human Resource Manager as requested during either Phase II or Phase III activities.