



switchpoint™

Employee Policy & Procedure Manual



Last Update: May 2022

EMPOWER homeless families & individuals by **ADDRESSING** the underlying **CAUSE OF POVERTY**, providing an individualized **COMPREHENSIVE PLAN** that supports them on their journey to **SELF-SUFFICIENCY** and the opportunity to **CONTRIBUTE** To the community.

IT TAKES ALL OF US

Friends of Switchpoint Employee Policy & Procedure Manual

Introduction

The Friends of Switchpoint (hereinafter “Friends of Switchpoint” or “Switchpoint”) Policy and Procedure Manual (“Handbook”) is designed to improve the planning, operations and management of all Friends of Switchpoint entities. The intention is to provide a document for personnel such as policy and decision makers and program managers to guide the promotion, development and maintenance of all Friends of Switchpoint programs and services. This Employee Handbook is designed to provide information about Switchpoint 's personnel policies and benefits and to acquaint employees with many of the rules concerning their employment with Switchpoint. This Handbook applies to all employees.

Compliance with Switchpoint’s policies is a condition of employment. This Handbook supersedes all previously issued employee handbooks by Switchpoint and all inconsistent oral or written statements.

Switchpoint reserves the right to modify, rescind, delete, or add to the provisions of this Handbook from time to time in its sole and absolute discretion consistent with applicable law. Switchpoint will attempt to notify employees of any significant changes that affect them; however, changes will take effect regardless of whether employees receive such notice. This Handbook is not a binding contract between Switchpoint and its employees and is not intended to in any way alter the at-will employment relationship between Switchpoint and its employees. Switchpoint reserves the right to interpret the policies in this handbook in its discretion. This handbook is the outcome of a consultative process involving the Friends of Switchpoint Board of Directors and the Switchpoint Executive Management Team as well as state and local agencies. It has been developed to fulfill objectives of local and state agencies to establish comprehensive policies and programs.

Policy

It is the policy of Friends of Switchpoint to take actions to support vulnerable individuals and families who are experiencing homelessness. The Switchpoint Emergency Shelter program and other Switchpoint programs and entities are designed by Friends of Switchpoint to establish a mechanism that provides emergency shelter and other services for members of the public, augmenting resources of the private sector and non-government organizations to cope with needs resulting from a catastrophic and life-changing experience that places individuals in a state of homelessness. Persons experiencing homelessness will be provided with temporary shelter, when appropriate, and other resources, giving priority attention to the most vulnerable groups.

The purpose of this manual is to provide guidelines and information for Friends of Switchpoint employees. This will involve policies and procedures as well as training of staff and the equipping and maintenance of all Friends of Switchpoint programs and services.

Objectives of this manual are to:

1. Teach the importance of the Mission, Vision, Guiding Principles and Culture of Switchpoint.
2. Provide guidelines and information needed for the efficient management of Switchpoint programs and services.

3. Ensure that Friends of Switchpoint is following state and federal labor and employment laws.
4. Provide rules guiding employment, benefits, and code of conduct.

The effective use of this manual, therefore, will ensure that Friends of Switchpoint personnel are sufficiently well informed to be able to carry out their roles in fulfilling the Switchpoint Mission and Vision, and maintain a constant state of readiness to respond to the needs of those persons who will be served by them.

Scope

A percentage of our population are highly vulnerable to the effects of intergenerational poverty and homelessness. The vulnerability of these individuals is often the result of the lack of education or skills, lack of affordable housing, an ineffective support system that penalizes families who seek to make improvements, lack of family and/or support, low wages, insecure jobs and unemployment and/or underemployment.

The protection of life and property and the alleviation of suffering and hardships caused by these factors is at the core of what Friends of Switchpoint programs and services are designed to assist with. The overall mission of Switchpoint is to establish and maintain a system for mitigating the effects of homelessness and support those individuals and families in their journey out of homelessness. To this end Switchpoint has established and implemented a concerted effort alongside other non-profit agencies, local government, and community businesses in the area to provide a hand-up, not just a hand-out.

Our Mission

To empower those in need by addressing the underlying cause of poverty; providing a comprehensive plan and supporting their journey to self-sufficiency.

Our Vision

Every individual embodies their worth and value with self-esteem, hope and abilities restored, thriving in affordable housing

Switchpoint Employee Policy & Procedure Manual

Table of Contents

ABOUT THIS HANDBOOK/DISCLAIMER	3
Open Door Policy.....	4
Employee Relationship.....	4
Equal Employment Opportunity Policies.....	5
Workplace Accommodations Policies	11
Employee Classifications	13
Standards & Ethics of Conduct.....	14
Dress Code & Personal Appearance Policy.....	17
Call In Sick and/or Tardy Policy	18
Employee Substance Abuse Policy	19
Travel Reimbursement & Advance Policy	20
Workplace Safety Policy & Procedure.....	21
Working Alone Policy & Procedure	24
Fire Procedure	25
Earthquake Procedure.....	27
First Aid Policy & Procedure	28
Infectious Disease Prevention And Management.....	29
Remote Work	31
Information Technology Policy & Procedure	35
Hours of Work and Payroll Practices	37
Employee Leave.....	45

- Eligibility..... 45
- Employee Request for and Notice of Leave. 45
- Purposes. 45
- Duration. 47
- Use of Leave..... 48
- Medical Certification. 48
- Certification of Qualifying Exigency..... 49
- Pay and Benefits. 49
- Reinstatement. 50
- Employer Responsibilities..... 50
- No Retaliation. 50
- Enforcement. 50
- Communication with Persons with Disabilities &/or those with Limited English Proficiency (LEP) 53
- Code of Conduct 55
- Social Media Policy 58
- Benefits Schedule 60
- Conflict of Interest Reporting Form 62
- Credit Card Agreement..... 63
- Non-Disclosure Agreement 65
- Optional Vehicle Driver Agreement 66
- Firearms/Weapons Policy..... 68
- Rehire Policy 69
- Acknowledgement & Receipt of Employee Handbook, Training, & Understanding of Policies,
Procedures, & Agreements..... 71
- Appendices 72

ABOUT THIS HANDBOOK/DISCLAIMER

Neither this Employee Handbook (“Handbook”) nor any other policy of the Company is a binding contract between Switchpoint and its employees and is not intended to in any way alter the at-will employment relationship between Switchpoint and its employees, or create any contract, implied or in fact. Switchpoint reserves the right to interpret its policies and this Handbook in its discretion.

This Employee Handbook (Handbook) is designed to provide information about Switchpoint’s (“Switchpoint” or the “Company”) personnel policies and benefits and to acquaint employees with many of the rules concerning their employment with Switchpoint. This Handbook applies to all employees. Switchpoint may maintain additional policies. This Handbook supersedes all previously issued employee handbooks by Switchpoint and all inconsistent oral or written statements.

Switchpoint reserves the right to modify, rescind, delete, or add to the provisions of this Handbook and its policies from time to time in its sole and absolute discretion consistent with applicable law. Switchpoint will attempt to notify employees of any significant changes that affect them; however, changes will take effect regardless of whether employees receive such notice.

Open Door Policy

In an organization as dynamic and creative as the Switchpoint, disagreements among employees or between managers and employees may occasionally arise. In most situations, the individuals directly involved will resolve those disagreements. If that cannot be accomplished, the "Open Door Policy" provides an effective path toward resolution. If you have a job-related problem, complaint, or suggestion, you are encouraged to speak to your supervisor or any member of management at a mutually convenient time.

We encourage all our employees to use the Open Door Policy to resolve any work-related problems or concerns. This policy is not intended to prohibit employees from discussing terms and conditions of employment with others, reporting to the government possible violations of federal law or regulation, or making other disclosures to the government protected under the whistleblower provisions of federal law or regulation.

This procedure should not be construed as preventing, limiting, or delaying Switchpoint from taking appropriate disciplinary action against any individual, up to and including termination, in circumstances where Switchpoint deems such action appropriate.

Employee Relationship

At-Will Employment

The policies described in the Handbook are intended as a guide only and do not constitute a contract of employment.

Employment with Switchpoint is at-will, unless otherwise specified in a written employment agreement, collective bargaining agreement, or otherwise provided by law. This means employment with Switchpoint is not for any specified period and may be terminated by the employee or Switchpoint at any time, with or without cause or advance notice. In connection with this policy, Switchpoint reserves the right to modify or alter the employee's position, in its sole discretion consistent with applicable law, with or without cause or advance notice, through actions other than termination, including demotion, promotion, transfer, reclassification, or reassignment. In addition, Switchpoint reserves the right to exercise its managerial discretion in imposing any form of discipline it deems appropriate.

No person other than the Executive Director of Switchpoint has the authority to enter into an agreement contrary to this statement.

Employment Applications

Switchpoint relies upon the accuracy of information contained in the employment application or resume, as well as the accuracy of other data presented throughout the hiring process and employment. Consistent with applicable law any misrepresentations, falsifications, or material omissions in any of this information or data may result in the exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

JOB DESCRIPTIONS

Switchpoint makes every effort to create and maintain accurate job descriptions for all positions within the organization. Each description may include a job information section, a job summary section (giving a general overview of the job's purpose), an essential duties and responsibilities section, a supervisory responsibilities section, a qualifications section (including education and/or experience, language skills, mathematical skills, reasoning ability, and any certification required), a physical demands section, and a work environment section.

Switchpoint maintains job descriptions to aid in orienting new employees to their jobs, identifying the requirements of each position, establishing hiring criteria, setting standards for employee performance evaluations, and establishing a basis for making reasonable accommodations for individuals with disabilities.

Employees should remember that job descriptions do not necessarily cover every task or duty that might be assigned, and that additional responsibilities may be assigned as necessary. Contact your direct supervisor or Human Resources if you have any questions or concerns about your job description

ACCESS TO PERSONNEL FILES

Switchpoint maintains a personnel file on each employee. The personnel file includes such information as the employee's job application, resume, records of training, documentation of performance appraisals and salary increases, and other employment records as by law required.

Personnel files are the property of Switchpoint, and access to the information they contain is restricted.

PERSONNEL DATA CHANGES

It is the responsibility of each employee to promptly notify Switchpoint of any changes in personnel data.

Personal mailing addresses, telephone numbers, number and names of dependents, individuals to be contacted in the event of an emergency, educational accomplishments, and other such status reports should be accurate and current at all times. If any personnel data has changed, notify Human Resource Department as soon as possible.

Equal Employment Opportunity Policies

Introduction

At Switchpoint we take pride in providing equal employment opportunities to everyone regardless of their race, ethnicity, beliefs, religion, marital status, gender, gender identity, citizenship status, age, veteran status, disability, or other protected class or characteristic.

Accordingly, the purpose of this policy is to reinforce our commitment to the creation and maintenance of a diverse workplace where equality, respect, and consideration for one another are the norm.

EEO Policy

It is the policy of Switchpoint to provide equal employment opportunities to all employees and employment applicants and other covered persons without regard to unlawful considerations of race, color, religion, sex, gender identity, sexual orientation, pregnancy (including childbirth, pregnancy-related conditions, and breastfeeding), age (40 years or older), national origin, disability, veteran's status, genetic information, or any other classification protected by applicable local, state, or federal laws.

This policy applies to all aspects of employment, including, but not limited to, hiring, job assignment, compensation, promotion, benefits, training, discipline, and termination.

Reasonable accommodation is available for qualified individuals with disabilities in accordance with applicable federal, state, and local law. Switchpoint expects all employees to act in accordance with our equal employment opportunity policy, and to take all steps necessary to maintain a workplace free from unlawful discrimination, harassment, and retaliation.

In the event you believe that a violation of this policy has occurred, please follow the Complaint Procedure. Switchpoint will investigate your complaint and take appropriate remedial action. No one will be subject to, and Switchpoint prohibits, any form of discipline, reprisal, intimidation, or retaliation for good faith reports or complaints of incidents of discrimination of any kind, pursuing any discrimination claim, or cooperating in related investigations.

Anyone who violates this policy will be subject to discipline, up to and including termination of employment. This policy is not intended to restrict communications or actions protected or required by state or federal law.

At **Friends of Switchpoint**, we have zero tolerance for any type of discrimination or harassment against our employees by their peers, supervisors, customers, or vendors. This assurance is also reflected in our policies regarding: recruiting, advertising, hiring, placement, promotion, training, transfer, payment, benefits, termination and any relevant privileges, terms, and conditions of employment.

Anyone with questions or concerns about the implementation of or compliance with this or any related policies should address them to the Human Resources Department.

POLICY AGAINST HARASSMENT, DISCRIMINATION, AND RETALIATION

Switchpoint is committed to providing a work environment free of sexual or any other form of unlawful harassment, discrimination, or retaliation.

Any employee who believes a co-worker has potentially experienced harassment or discrimination should promptly report the incident and the names of those involved to their manager, human resources, or other executive. Managers should report potential harassment or discrimination to human resources or the executive director.

Retaliation for reporting is prohibited. Harassment or unlawful discrimination against individuals on the basis of race, color, religion, sex, gender identity, sexual orientation, pregnancy (including childbirth, pregnancy-related conditions, and breastfeeding), age (40 years or older), national origin, disability, genetic information, or any other characteristic protected by applicable local, state, or federal laws is illegal and prohibited by

Company policy. Such conduct by or towards any employee, contract worker, customer, vendor, or anyone else who does business with Switchpoint will not be tolerated.

Discrimination

Switchpoint maintains a strict policy against discrimination and harassment, in any form, because of race, color, sex, gender, pregnancy, religion, national origin, ancestry, age (40 years and above), physical or mental disability, veteran status, domestic violence victim status, sexual orientation, genetic information, marital or domestic partnership status, gender identity and expression or any other basis covered by applicable federal, state or local law, ordinance or regulation (which will be collectively referred to as “protected categories”). This policy applies to all persons involved in the operations of Switchpoint and prohibits discrimination, harassment or retaliation by any employee of Switchpoint, including members of management, supervisors, and co-workers, and any vendors, independent contractors or clients on our premises or at any location relating to the business of Switchpoint. Prohibited discrimination, harassment and retaliation, in any form, including verbal, physical and visual conduct, threats, demands, are prohibited.

If you believe you have experienced or witnessed discrimination in the workplace, you must report using the steps outlined below so Switchpoint can investigate.

Sexual Harassment

Switchpoint expressly prohibits any form of unlawful harassment based on a characteristic protected by law, including but not limited to sexual harassment. Unlawful interference with the ability of Company employees to perform their expected job duties will not be tolerated. It is Switchpoint’s policy that any individual who is determined to have violated this policy may be subject to discipline up to and including termination of employment.

Each supervisor or manager strives to keep the workplace free of sexual harassment. No supervisor or manager may threaten or insinuate that refusal or willingness to submit to sexual advances will affect an employee’s employment. Supervisors and managers are required to immediately forward reports of harassment to the Human Resources Manager.

All sexually harassing or offensive conduct in the workplace or as a result of a workplace relationship is prohibited, whether committed by an Switchpoint employee, member of the public, client or other person with a relationship to Switchpoint. Examples of prohibited conduct include, but are not limited to:

- (a) Prohibited Conduct.
 - (i) Sexual Harassment.

Switchpoint expressly prohibits any form of unlawful harassment based on a characteristic protected by law, including but not limited to sexual harassment. Unlawful interference with the ability of Switchpoint employees to perform their expected job duties will not be tolerated.

Specifically with regard to sexual harassment, Switchpoint prohibits unwelcome

- (A) sexual advances or requests for sexual favors; and

(B) all other verbal, physical, or visual conduct of a sexual nature, particularly where submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or engagement,

- submission to or rejection of such conduct by an individual is used as a basis for decisions concerning that individual's employment or engagement, or
- it creates a hostile or offensive work environment.

Sexual harassment includes, but is not limited to, unwelcome sexual advances, requests for sexual favors and lewd, vulgar or obscene remarks, jokes, posters or cartoons, and any unwelcome touching or other verbal or physical conduct of a sexual nature.

This list is not exhaustive. All forms of harassment are prohibited both in the workplace and at employer-sponsored events.

(ii) Other Forms of Harassment.

Other forms of unlawful harassment or discrimination are also strictly prohibited. Such unlawful harassment or discrimination may include racial epithets, slurs and derogatory remarks, stereotypes, jokes, posters or cartoons based on race, religion, color, national origin, sex, age, disability, genetic information, military status, or any other characteristic protected by applicable local, state, or federal laws.

Prohibited harassment might occur through the use of Switchpoint 's electronic communications system, or through other on-line conduct.

Harassment and discrimination because of a protected category may occur where the conduct has the purpose or effect of unreasonably interfering with the employee's work performance or creating an intimidating, hostile, or offensive working environment and includes, but is not limited to:

- Verbal conduct such as epithets, derogatory comments, slurs, or unwanted invitations or comments based upon the protected category.
- Visual conduct such as derogatory posters, photography, cartoons, drawings, or gestures, relating to any protected category or characteristic.
- Physical conduct such as unwanted touching, blocking normal movement, or interfering with work because of a protected characteristic.
- Taking a tangible employment action against an employee because of a protected category or a protected characteristic.

If you have any questions about this policy or concerns about what constitutes harassment, please bring them to the attention of Human Resources.

Policy Against Retaliation

Switchpoint endeavors to maintain an environment free from harassment, discrimination, and retaliation. Employees should feel comfortable reporting complaints or concerns about violations of Switchpoint policies or procedures or applicable laws without fear of retaliation. In furtherance of this policy, Switchpoint prohibits retaliation against employees who make complaints or report concerns—or who provide information or

participate in investigations or proceedings—regarding workplace discrimination or harassment and/or workplace violations of, or non-compliance with, matters including, but not limited to, applicable federal, state, or local laws, rules, and regulations, Switchpoint policies, or Switchpoint procedures.

Retaliation means taking adverse action against an employee because the employee makes a complaint or reports concerns—or provides information or otherwise participates in an investigation or proceeding about complaints or concerns—regarding workplace discrimination or harassment and/or workplace violations of, or non-compliance with, applicable federal, state, or local laws, rules, and regulations, Switchpoint policies, Switchpoint procedures, or other applicable rules. Adverse actions can include, but are not limited to, demotion, denial of promotion, suspension without pay, termination, decrease in pay, other denials of benefits of employment to employees, and fostering a hostile work environment.

If you feel you were subject to retaliation or are aware of retaliation against another employee, you should report this to the Executive Director and/or Human Resource Department. This policy is not meant to impede you from bringing a claim to, or providing information to, appropriate governmental authorities regarding possible violations of state, local, or federal law, or making disclosures pursuant to whistleblower laws. It is also not intended to impede you from discussing terms and conditions of employment with other employees.

Any employee who engages in retaliation or otherwise violates this policy may be subject to disciplinary action up to and including termination of employment.

COMPLAINT PROCEDURE - Reporting Discrimination, Harassment, & Retaliation

Employees who believe that they have been harassed, discriminated, or retaliated against, or who witness any such conduct by an employee, contract worker, customer, vendor, or anyone else who does business with Switchpoint, should immediately report such conduct to their supervisor, human resources, and a member of the executive team.

In response to the complaint, Switchpoint will conduct an investigation and, if it concludes that improper conduct occurred, take appropriate action.

In certain circumstances, Switchpoint may direct employees to keep an employee's complaint and any related investigation confidential or as confidential as possible to further the goals of federal, state, and local harassment and discrimination laws. Moreover, nothing contained in any such confidentiality directive or in this Complaint Procedure is intended to prohibit employees from discussing terms and conditions of employment with others, reporting to any government agency, including the National Labor Relations Board and the Equal Employment Opportunity Commission or parallel state agency, possible violations of federal or state law or regulation, or making, to any government agency, any other disclosures that are protected under the whistleblower or any other provisions of federal or state law or regulation.

Switchpoint expects that all employees will cooperate with Switchpoint investigations.

Switchpoint will not retaliate against employees for opposing or reporting in good faith unlawful harassment or discrimination or for otherwise participating in good faith in processes connected with an investigation, proceeding, or hearing conducted by Switchpoint or a government agency with respect to such complaints. Switchpoint may take disciplinary action, up to and including the termination of any employee who retaliates against another employee for engaging in protected activities.

Any employee who has questions about this policy or requires further information on the subject of sexual or other harassment or discrimination should contact the Human Resources department.

Workplace Accommodations Policies

Accommodations for Individuals with Disabilities

Switchpoint is committed to complying with the Americans with Disabilities Act (ADA), as amended, and all applicable corresponding state and local laws. It is our policy not to discriminate against any qualified employee or applicant because of that individual's disability or perceived disability. In line with this policy of non-discrimination, Switchpoint will provide a reasonable accommodation to qualified applicants and employees with a disability if the reasonable accommodation would allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship to the Company or its operations.

Individuals with a disability who believe they need a reasonable accommodation to perform the essential functions of their job are responsible for notifying the Company of their request for a reasonable accommodation from the Human Resources Department. Individuals are encouraged to make requests for reasonable accommodations in writing and should include relevant information to assist in the interactive process such as a description of the accommodation being requested, the reason the accommodation is needed, and how the accommodation will help the employee perform the essential functions of his or her job. Switchpoint makes determinations about reasonable accommodation on a case-by-case basis considering various factors based on an individualized assessment in each situation.

Genetic Information Non-Discrimination (Gina) Policy

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits covered employers from requesting or requiring genetic information of an individual or an individual's family member, except as specifically allowed by this law. To comply with GINA, Switchpoint asks that employees not provide any genetic information when responding to a request for medical information for purposes of leaves of absence or otherwise.

"Genetic information" as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services. If you have any questions about the information to be provided, please contact the Human Resources Department.

Pregnancy Accommodations

Except where a bona fide occupational qualification otherwise dictates, Switchpoint will, in accordance with applicable law, provide reasonable accommodations to female employees or applicants, if requested, for a condition of the employee or applicant related to pregnancy, childbirth, or related medical condition, unless the accommodation would impose an undue burden on Switchpoint. No adverse actions will be taken against female employees who request or use a reasonable accommodation for a condition of the employee related to pregnancy, childbirth or a related medical condition. In addition, no qualified female applicant or employee will be denied an employment opportunity based on their need for a reasonable accommodation for a condition related to pregnancy, childbirth, or a related medical condition. Female applicants or employees who are affected by a condition related to pregnancy, childbirth, or a related medical condition will not be required

to accept an accommodation that the employee or applicant did not request or chooses not to accept. Further, Switchpoint will not require a female employee who is affected by a condition related to pregnancy, childbirth, or a related medical condition to take leave from employment if a reasonable accommodation for any such condition of the employee is available that would allow the employee to continue to work.

In the event an employee or an applicant seeks reasonable pregnancy-related accommodation, Switchpoint will engage in a timely, good-faith interactive process to attempt to arrive at an effective, reasonable accommodation for the employee. The employee is also expected to participate in the process in good faith.

Nursing Accommodations

Consistent with applicable law, Switchpoint will provide an employee who is a mother of a child with (1) reasonable break time, to express breast milk as needed; and (2) a place (other than a bathroom), which is reasonably free from dirt and pollution, protected from the view of others and free from intrusion by others, where the employee may express breast milk.

Religious Accommodations

Switchpoint will, in accordance with applicable law, and upon notice of a request, make reasonable accommodations for employees sincerely held religious belief, practices or observances unless the accommodation would create an undue hardship to the Company. An employee who desires religious accommodation should make the request in writing to the Executive Director as far in advance as possible.

No Retaliation

Switchpoint prohibits retaliation against any employee by another employee or by Switchpoint for exercising any right under this policy.

Reporting

If you believe you have been subjected to any form of prohibited conduct in violation of this policy, or if you are aware of an incident or conduct in violation of this policy, please follow the reporting procedure set forth above. Switchpoint will investigate and respond as soon as is practicable and reasonable.

Employee Classifications

Employee Classification Policy

Switchpoint designates each employee as either exempt or non-exempt in compliance with applicable federal, state and local law.

(a) Exempt and Non-exempt Employees

Exempt employees

Federal and state laws govern whether minimum wage and overtime requirements apply to a particular employee or whether the employee is exempt from those requirements. The law currently provides that exempt employees hold executive, managerial, high-level administrative and professional jobs, are paid a fixed salary, and perform certain duties. In addition, certain commissioned sales employees and highly paid computer professionals qualify as exempt employees. Switchpoint does not have salaried/non-exempt employees.

Non-exempt employees

All employees who do not satisfy the legal criteria for exempt status under federal and state law are entitled to be paid at least the minimum wage per hour and are eligible for pay for overtime hours worked, as required by applicable law.

Additional Classifications

Switchpoint also assigns each employee to one of the following categories:

Full-time:

Employees regularly scheduled to work forty hours per week. Full-time employees are eligible for all Switchpoint benefits subject to the terms and conditions of the benefit plan or policy.

Part-time:

Employees regularly scheduled to work less than thirty hours per week. Part-time employees are not eligible for Switchpoint benefits except as expressly described herein.

New Employee:

New employees are those whose performance is being evaluated to determine whether further employment in a specific position or with Switchpoint is appropriate. Employees who satisfactorily complete the introductory period will be notified of their new employment classification.

All Employees:

Regardless of the employee's status, the employee is employed at will and either Switchpoint or the employee can terminate the employment relationship at any time, with or without cause. An employee's status may change at any time due to application of the law and/or Switchpoint's discretion. Employees will be promptly notified of any changes in status.

Standards & Ethics of Conduct

Switchpoint strives to provide a work environment that is collegial, respectful and productive. This policy establishes guidelines for the conduct of personal relationships between employees, including supervisory personnel, in an attempt to prevent conflicts and maintain a productive and friendly work environment. Switchpoint maintains the discretion to make decisions on a case-by-case basis.

Personal Relationships

To avoid harassment and discrimination, the appearance of any conflict of interest, influence, or favoritism, and to ensure objectivity in the workplace, Switchpoint does not allow employees in a romantic, dating, sexual, or familial relationship to be in a supervisor and supervisee reporting structure (“personal relationship”).

An employee who is involved in a personal relationship with another employee may not occupy a position in the same department as, work directly for or supervise the employee with whom he or she is involved.

Switchpoint reserves the right to take prompt action if an actual or potential conflict of interest arises concerning individuals in a personal relationship that may affect terms and conditions of employment. Supervisors and managers are prohibited from dating subordinates and must disclose any personal relationship with a subordinate immediately so that the Company can make any necessary reporting structure changes.

When a conflict or a potential for conflict affecting terms or conditions of employment arises because of a personal relationship, the Company will take appropriate action to address business needs and as by law allowed.

All possible conflicts of interest must be reported immediately to the Executive Director. See Conflict of Interest Reporting Form. Conflicts may include but are not limited to the following: work with similar duties to your current job description, work or activities that carry over from resources and contacts established in your daily work and other reimbursable or fee for service task that may result in you or your relations prospering from it.

Relatives and Conflict of Interest

Representatives of Switchpoint are expected to behave in a professional way to avoid all conflicts of interest, including taking unfair advantage of clients through opportunities afforded by the staff/client/volunteer relationship at Switchpoint.

To avoid the appearance of any issues associated with nepotism, including, but not limited to, conflicts of interest as well as unfair advantage and favoritism, and to ensure objectivity in the workplace, it is Switchpoint’s policy and practice not to employ any individual in a position where he or she can influence the terms or conditions of employment of a "close relative." To that end, individuals who are related may not be employed by Switchpoint if a direct reporting relationship exists between them.

The term "close relative" includes, but is not limited to, the following: spouse, domestic partner, child, parent, grandparents, grandchildren, siblings, parents-in-law, brothers- and sisters-in-law, aunts, uncles, nieces, nephews, and cousins. Additionally, close relatives of Human Resources employees cannot be employed within

the same department (regardless of whether a reporting relationship exists). To the extent that employees become close relatives (as defined by this policy) during the course of their employment, such as through marriage, they should bring that fact to the attention of Human Resources so that Switchpoint can take appropriate measures, which may necessitate the resignation of one of the employees involved. Any failure to report such a relationship may result in discipline, up to and including termination.

No employee, intern, or volunteer shall use their association with Switchpoint in a manner that promotes their own personal interests and not those of the Switchpoint.

Employees shall comply with the standards of conduct and ethics established in these rules and the policies and principles:

- Employment is contingent on the successful completion of a background check. Switchpoint will provide the funds necessary for this service. Applicants are required to return the documents necessary for the background check within one week of receiving them.
- Employment of current clients in shelter is prohibited.
- An employee shall apply him or herself to and shall fulfil assigned duties during the entire time for which they are compensated.
- An employee shall submit to an annual Individual Performance Appraisal Instrument.
- An employee shall maintain an acceptable level of performance and conduct on all verbal and written job expectations.
- An employee shall report conditions and circumstances including controlled substances or alcohol impairment that may prevent the employee or coworker from performing their job effectively and safely.
- An employee shall notify the supervisor of any unclear instructions or procedures so that the supervisor may clarify for the employee.
- An employee shall make prudent and frugal use of Switchpoint funds, equipment, buildings, and supplies.
- An employee who becomes aware of any activity that represents fraud and/or abuse shall report such allegations immediately to a supervisor.
- Switchpoint vehicles are available to employees on the approved driver list for employment related transportation issues only. Whenever staff is transporting clients, they must have two staff present and/or be of the same gender as the client.
- Switchpoint staff are not to transport clients in their personal vehicles.
- An employee shall maintain an acceptable level of professionalism with clients. No personal relationships are allowed.

Unacceptable Conduct

The following are examples of conduct that violates Switchpoint policy, and may result in disciplinary action, including termination. This list is not intended to identify every type of unacceptable conduct for which disciplinary action may be taken:

- Failure to comply with a reasonable work request, refusal to follow the instructions of the established authority, or other conduct that is considered insubordinate.
- Inefficient, careless, or unsatisfactory job performance, including failure to maintain proper standards of workmanship or perform duties in an acceptable manner.

- Neglect or abandonment of duties.
- Failure to get along, cooperate, or work harmoniously with supervisors, fellow employees, board of directors, vendors, clients or the public.
- Damaging, defacing, destroying, wasting, abusing, stealing, misappropriation or unauthorized taking or use of property, funds, equipment or supplies belonging to Switchpoint, a board member, and employee, a vendor, contractor, or any other person or entity.
- Failing to abide by occupational health and safety guidelines or common safety practices.
- Engaging in immoral or indecent conduct in the workplace or while representing Switchpoint in any capacity.
- Engaging in the use, possession or distribution, of sexually oriented or indecent materials.
- Violating Switchpoint policies regarding discrimination and sexual harassment or other forms of harassment.
- Falsification of or making material omissions on employment applications, time records, mileage reports, or other documents or records.
- Conducting personal business on Switchpoint time.
- Repeated unavailability for work or excessive tardiness or absences from work.
- Engaging in business or activities which create or constitute a conflict of interest (see Conflicts of Interests)
- Reporting for duty or attempts to perform the duties of the position while under the influence of alcohol or non-prescribed controlled substances.
- Unlawful activities including sending or receiving copyrighted materials in violation of copyright laws or license agreements.
- Downloading non-work-related software, music, movies, games or other applications from the internet.

Dress Code & Personal Appearance Policy

You are expected to dress and groom yourself in accordance with business standards. Particularly, if your job involves dealing with clients or visitors in person. If you need religious, medical, or other accommodations, please contact human resources so that we can explore options.

During business hours or when representing Switchpoint, you are expected to present a clean, neat, and business ready appearance. You should dress and groom yourself according to the requirements of your position.

The following guidelines are provided by way of example only:

- Shoes must provide safe, secure footing, and offer protection against hazards.
- Attire should meet the needs and be suitable for the job being performed.
- Jewelry should not be functionally restrictive, dangerous to job performance, or excessive.

Call In Sick and/or Tardy Policy

General Expectations

Policy

Employees are expected to work their full, approved schedule as directed, report to work on time each day and be ready to work at the start of each shift. No employee may be tardy or absent from work without first calling their immediate supervisor. If you have an emergency, you are expected to contact your supervisor as soon as possible.

Procedure

If an employee will be absent and or tardy, absent emergency, they must call their immediate supervisor and give them notification. If their immediate supervisor is not available, the employee must call the Director of Operations or HR Manager. In emergency situations where prior notification is not possible, the employee should notify their immediate supervisor or HR Manager as soon as possible.

Disciplinary Action

Unauthorized absences, tardiness, failure to report or call-in pursuant to Switchpoint policy may result in disciplinary action, up to and including dismissal from employment.

Employee Substance Abuse Policy

Policy

It is the policy of Switchpoint to maintain a drug free workplace. The following substances are considered drugs:

- Alcohol
- Illegal drugs, that is, substances governed by the Federal Controlled Substance Acts
- Prescribed medication used in contravention of prescribed uses
- Any employees reporting to work unfit for duty or under the influence while on the job will be subject to personnel action up to and including termination consistent with applicable law.

All employees will be required to sign the Employee Substances Abuse Policy documents.

Travel Reimbursement & Advance Policy

Reimbursement for work-related travel is provided as required by law.

Lodging

Employees will have lodging arrangements pre-approved by the executive director. Receipts must accompany all Switchpoint travel reimbursements for the appropriate categories:

- Airline tickets
- Hotel receipts
- Taxi
- Shuttle
- Etc.

Taxi and shuttle reimbursement are restricted to travel between the event location and the airport at the least expensive option unless approved otherwise by the executive director.

The day travel begins will be calculated in accordance with the current State of Utah guidelines.

Meal Allowance

Meal per diem and reimbursement will be provided per IRS regulations.

Mileage Reimbursement

Approved mileage will be reimbursed at the then current IRS rate of reimbursement.

Reimbursement Schedule

- Switchpoint follows applicable state and federal reimbursement laws

Workplace Safety Policy & Procedure

Policy

Switchpoint is committed to providing and maintaining a safe working environment.

Switchpoint serves all eligible individuals but will take appropriate steps to deal with potentially dangerous situations. Violence, the threat of violence, physical and otherwise, and any other disruptive behavior at Switchpoint will not be tolerated.

Definitions:

Violence is defined consistent with applicable law and may include but is not limited to actions which injure, damage, or abuse a person or property and includes, but is not limited to, the use of physical force, or other disruptive behavior.

Violent behavior includes, but is not limited to:

- Physical abuse such as hitting, punching, kicking, biting, shaking, spitting, choking, or poking;
- Verbal abuse including name calling, bullying, threatening, swearing, lewd or obscene comments that humiliate or intimidate;
- Sexual abuse or harassment or any lewd, indecent, or obscene conduct;
- Stalking, which is knowing or purposeful behavior that causes another person substantial emotional distress or reasonable apprehension of bodily injury or death either by repeatedly following the stalked person, harassing, threatening, or intimidating the stalked person, personally, by mail, electronic communication, or any other action, device, or method;
- The possession on Switchpoint property of any weapon that the carrier is not lawfully authorized/permitted to carry;
- Any behavior that threatens the health or safety of Switchpoint clients, Switchpoint employees, or anyone else on Switchpoint premises or damage to their personal property;
- Any behavior that threatens the health or safety of the family of any Switchpoint client or employee or damages their personal property.

No matter how it is communicated a threat means a menace to:

- Inflict physical harm on the person threatened or any other person, or on property;
- Subject any person to physical confinement or restraint;
- Accuse a person of a criminal offense;
- Expose a person to hatred, contempt, or ridicule;
- Harm the credit or business repute of a person;
- Reveal information to be concealed by the person threatened.
- A threat may be direct (e.g., "I am going to harm you."); conditional (e.g., "If [statement of a condition precedent], then I will harm you."); or veiled (e.g., a threat that is made with body language, gestures, or words that suggest harmful action, such as "I'm going to make you sorry you ever crossed me.").

A threat may be direct (e.g., “I am going to harm you.”); conditional (e.g., “If [statement of a condition precedent], then I will harm you.”); or veiled (e.g., a threat that is made with body language, gestures, or words that suggest harmful action, such as “I’m going to make you sorry you ever crossed me.”).

Disruptive behavior includes any action that more than incidentally hampers Switchpoint’s ability to conduct business. Disruptive behavior includes, but is not limited to:

- Harassment, including harassing phone calls. Harassment is repeated unwelcome or uninvited physical or verbal activity that bothers, pesters, disturbs, annoys, persecutes, or torments a person, and results in worry or distress to that person, or creates an unpleasant, hostile situation;
- Use, possession, sale, or distribution of alcohol or illegal drugs while on Switchpoint premises;
- While on Switchpoint premises, the use, possession, sale or distribution of legal drugs to which the user, possessor, seller, or distributor does not have a legal right;
- Being under the influence of alcohol or illegal drugs while on Switchpoint premises;
- Being under the influence of legal drugs while on Switchpoint premises if it causes the user to behave in a manner which materially interferes with Switchpoint’s ability to conduct business;
- Unwelcome sexual contact;
- Theft or damage to property;
- Refusal to leave Switchpoint premises when asked to do so;
- Interference with the transaction of Switchpoint business, whether by coercion, force, intimidation, or by any other means;
- Repeated use of foul, vulgar, or profane language.

Procedures

When a staff member is in a potentially unsafe situation with a visitor in their office they may obtain assistance in a benign way by:

- Calling another staff member directly that they know is in the office and telling them “I need an orange file”.
- That staff member will immediately come to their office, assess the situation, and provide assistance as needed. The assistance is to be provided in a non-threatening manner so as to defuse the situation, not escalate it.
- If the situation does not de-escalate the following procedures shall be followed.

To assure safety the following procedures will be followed:

- Report to local law enforcement any incident of violent or other disruptive behavior that poses an imminent risk of physical harm.
- Ask any individual who engages in disruptive behavior to leave the premises immediately.
- For clients or potential clients depending on the severity of the behavior:
 - Reassignment of case manager;
 - Suspension of services;
 - Termination or denial of services;
 - Setting remediation requirements prior to re-applying;
 - S/he must participate in documented and appropriate counseling or therapy, and

S/he must express directly to the affected party or parties why the behavior was not acceptable and not appropriate, and

S/he and Switchpoint must successfully negotiate the conditions of the resumed or initiated service relationship.

- For employees subsequent action may include disciplinary action, up to, and including termination.
- If an advocate for a client or potential client engages in violence s/he will be barred from Switchpoint premises.
- If an advocate for a client, or potential client threatens violence or engages in other disruptive behavior the advocate may be barred from Switchpoint premises. If so barred, the advocate must apologize in writing in order to be allowed back on Switchpoint premises. If the advocate again engages in threatening or other disruptive behaviors s/he will be barred from Switchpoint premises and Switchpoint may report that individual to the appropriate law enforcement agency.

Working Alone Policy & Procedure

Policy

All shifts will endeavor to have two staff on duty. Maintaining the safety and security of clients and staff is paramount at Switchpoint. The Manager/Director will ensure that whenever possible, staff do not work alone; however, in the event that a set of circumstances leads to a staff person working alone the following procedure will be used.

Procedure

When a staff member is working alone, especially during late night hours, the following procedures should be implemented:

- A second staff person, manager or the Executive Director must check in with the staff person working alone, three times during the shift (beginning, mid-shift and at the end of the shift).
- The staff member working alone will ensure a call device - either a cell phone or cordless house phone - will be on their person at all times so they can call for help in the event of a personal security or emergency issue.
- This procedure will be reviewed with staff on an annual basis to incorporate any required revisions.

Fire Procedure

In Case of Fire

- Pull the fire alarm if it is not already sounding; the Fire Department monitors the alarm and will respond immediately.
- Do not attempt to extinguish a fire yourself.
- Alert all clients, staff and visitors and immediately evacuate the shelter. Direct clients to the safe mustering station located on the basketball courts outside.
- Staff should collect the daily log and the client medication log book as well as the extra staff keys.
- At the mustering station confirm that all clients, staff and visitors have evacuated the building.
- When the Fire Department arrives, speak to the officer in charge. If required give the officer a set of staff keys.
- Contact the Shelter Manager or his/her delegate as soon as possible.
- If the weather is inclement and if the evacuation will not be short, request the Fire Department provide buses for immediate short term shelter.
- Contact other agencies in the community, inform them of the situation and ask for assistance in providing temporary shelter for the clients.
- For a false alarm or other short term evacuation, direct occupants back into the building once the Fire Department has authorized an all clear. Complete a Critical Incident Form.

Smoke Alarm

In the shelter there are sprinklers in every bedroom, the hallways, common room, laundry room and kitchen and in the main office.

Fire Extinguishers

There are fire extinguishers located at each end of the main hallway. They can be used for any type of fire, but are only to be used when the fire is small and contained (e.g. stove fire). In all other situations, staff are expected to inform clients and evacuate the house immediately.

Fire Exit Procedures

The fire exit procedures for clients are posted visibly in each bedroom, and are as follows:

- Roll out of bed.

- Touch back of hand to the door, if the door is cool, open it a crack; if you do not smell smoke, open the door and leave the building.
- If the door is hot, DO NOT OPEN IT – leave by the window. If necessary, use a chair to break the window.
- If the fire alarm is not sounding, pull the nearest fire alarm (located beside the elevator and in the main hallway).
- Check to see if everyone is out but **DO NOT GO BACK IN THE BUILDING.**
- Follow the directions of Shelter Staff.

Earthquake Procedure

In Case of an Earthquake

- In the event of an earthquake, direct all persons including staff to seek protection under tables, counters, door frames and other protected areas.
- When the earthquake has subsided assess the situation and if there are injuries, damage, fire, a natural gas leak or a natural gas odor or a heavy water leak, contact 911.
- Evacuate the building if there is a fire, a natural gas leak or odor, hot water or steam leak or other hazardous objects or obstacles. Be aware that aftershocks could occur.
- To evacuate—alert all clients, staff and visitors and immediately leave the shelter. Direct clients to the safe mustering station outside.
- Staff should collect the daily log, the visitor book and admission log as well as the extra staff keys. Do not enter any unsafe or hazardous areas.
- At the mustering station confirm that all clients, staff and visitors have evacuated the building.
- Contact the Shelter Manager and Executive Director as soon as possible.
- If the evacuation is going to be for an extended period of time, the Shelter Manager and Executive Director will make arrangements for alternate meals and accommodation.

First Aid Policy & Procedure

Policy

Switchpoint provides required First Aid assistance in compliance with applicable requirements of Work Safe BC. Wherever possible we will respect a client's decision not to go to the hospital. If however, the shelter worker believes the client to be in need of hospitalization, s/he will call for an ambulance.

Procedure

- SwitchPoint requires sufficient employees to have WCB-recognized Level One First Aid training in order to meet WCB regulations.
- Documentation of the training is kept in the employee's personnel file.
- First Aid kits and manuals are readily available in a designated place on each floor of the shelter and at the front desk. The list of contents for the First Aid kit is kept in or attached to the First Aid kit.

Applying First Aid

If an injury requiring First Aid occurs, employees should:

- Immediately administer First Aid as prescribed in WCB training.
- Wear disposable latex/vinyl gloves or use disposable airways for resuscitation, to minimize the risk of contact with pathogens.
- Record all incidents requiring First Aid in the Program's First Aid (WCB) Record log.
- Report First Aid to a parent or guardian where applicable.

Calling an Ambulance

- Call 911.
- Complete a Critical Incident Form detailing your observations and reasons for calling the ambulance.
- Call the Shelter Manager or Executive Director if you need support.

Infectious Disease Prevention And Management

Policy

1. Commitment to Safety.

Switchpoint is committed to maintaining a safe workplace that complies with all federal, state, and local health and safety laws. Accordingly, Switchpoint has adopted the following workplace health and safety guidelines.

2. Safety Representative.

Switchpoint has designated [employer's safety representative] as Switchpoint 's safety representative. You should address all questions about this policy or Switchpoint 's safety measures to the safety representative or to your supervisor.

3. Compliance.

Switchpoint expects employees to work in a safe manner that does not endanger themselves, their co-workers, or others at the workplace. Employees who are unable to complete their job duties safely should not report to work. Employees must comply with all applicable workplace safety and health laws and Company policies and procedures, including, but not limited to, rules governing the use of safety equipment and personal protective equipment

4. Reports of Work-related Injuries and Illnesses.

Employees must immediately report all work-related injuries and illnesses to a supervisor, no matter how minor the injury or illness appears. If the nature of the injury or illness causes the employee to be unable to make an immediate report, the employee should make the report to a supervisor as soon as practicable under the circumstances.

Employees who witness another employee's work-related injury or illness must immediately report that injury or illness to a supervisor.

If any work-related fatality or disabling, serious or significant injuries occur, the employer must notify UOSH within eight hours of the event by calling (801) 530-6901.

In the event of injuries resulting in medical treatment, loss of consciousness, loss of work, restriction of work or transfer to another job and any work-related fatality, an employer must file a report with UOSH within seven days after the event. Unless a treating physician files a report (or is required to file a report), no report is required for minor injuries, e.g., injuries that require first-aid treatment only.

If any condition listed above later results in death, within seven days of the employee's death, the employer must file a subsequent report.

Reports must be made by calling UOSH at (801) 530-6901. A copy of any report sent to the Industrial Accidents Division must be given to the employee.

If an Switchpoint learns that an employee is being exposed to toxic or harmful materials in concentrations exceeding proscribed levels, Switchpoint will promptly notify the employee of the exposure and the corrective action being taken by Switchpoint.

Switchpoint keep a record of all injuries resulting in medical treatment, loss of consciousness, loss of work, restriction of work or transfer to another job and all work-related fatalities.

Within six days of the occurrence of any recordable event, Switchpoint will make a supplementary record of the event available for inspection at each single physical location where Switchpoint conducts business or performs services.

Additionally, Switchpoint will make available, upon request by an employee or former employee, the log and summary of all recordable occupational injuries and illnesses required by federal law.

5. Cooperation with Investigations.

Employees must cooperate with all investigations into workplace injuries and illnesses conducted by Switchpoint and/or appropriate enforcement agencies. Employees must comply with all lawful requests for information relating to these investigations.

6. Reports of Unsafe Conditions.

Employees must immediately report any unsafe workplace conditions or near-miss incidents that they experience or witness to a supervisor. Where possible, such reports should be in writing. Examples of conditions that must be reported include, but are not limited to, an employee not wearing proper protective equipment, a close-call (i.e., an injury that almost occurred but did not), or equipment that is not functioning properly.

7. Emergencies.

If immediate action is required due to a fire, a medical or weather emergency, an employee's conduct, or any other emergency situation, employees should call 911 or contact the appropriate law enforcement agency before notifying a supervisor or other Company official.

9. Violations.

Employees who engage in conduct that violates this policy or applicable law, or that otherwise endangers the health and safety of Switchpoint 's employees, customers, vendors, or others in the workplace will be subject to discipline, up to an including termination of employment

10. Non-discrimination Statement.

Switchpoint will not discharge or otherwise discriminate against employees for reporting work-related injuries or illnesses. Switchpoint prohibits retaliation against an employee because the employee has reported a health or safety concern, a work-related injury or illness, or a violation of a health and safety law, or because the employee cooperated with a related investigation or proceeding, participated in a workplace safety

committee, or otherwise exercised rights protected by occupational safety and health laws on behalf of the employee or others.

Switchpoint will not retaliate against an employee for refusing to work where the employee reasonably believes in good faith that such work exposes him or her, other workers, or the public to an unreasonable risk of exposure to an airborne infectious disease, provided the employee, another employee, or representative has notified the employer verbally or in writing, including electronic communication, of the inconsistent working conditions and the employer's failure to cure or if the employer knew or should have known of the consistent working conditions.

Remote Work

Policy

During a period of contagious outbreak, staff that provide non-essential services (ie. Services that are not related to shelter operations) may be authorized to work from home. This will be determined on a case-by-case basis with HR consultation and administrative approval.

Employees with specific health concerns may also be authorized to work from home or have adjusted schedules.

Staff who are authorized to work from home:

- Will have a pre-arranged plan in place with their supervisor.
 - How many hours may be worked from home?
 - What duties can be performed at home?
 - How will these hours and duties be tracked?
- Log of tracked hours and duties will be approved by supervisor and submitted with employee's timecard.
- PTO hours may need to be used to supplement any hours not worked.

Hourly Employees

Hourly employees must not exceed their allotted hours per week.

- FT employees = 40 hours max
- PT employees = 20-28 hours depending of on department manager and HR approval

Salaried Employees

Salaried employees may find it difficult to be as effective and get a full 40 hours when working from home.

- Under 40 hours/week = PTO will be used to supplement your paycheck
- Under 40 hours/week and no PTO available = Paycheck will be less reflecting the actual number of hours worked

MEETINGS AND OUTREACH SERVICES

During a period of infectious outbreak, internal and external meetings may be cancelled or conducted on a virtual platform. This may be necessary, especially if mandated by local, state or federal government.

Outreach functions may be asked to temporarily cease or follow new procedures in order to keep staff healthy and safe. Case management may be conducted over the phone or by video conference.

PRIORITIZING DEPARTMENTS & BACK-UP STAFFING PLAN

The following departments are the top five needed to continue to provide services to the most vulnerable population. A member of the Admin team will oversee each department to ensure that they have sufficient coverage to meet the needs of those they serve. The departments are listed in order of importance.

1. Emergency Shelter
2. Community Food Pantry
3. Community Soup Kitchen
4. Crossover Recovery Center
5. Switchpoint Housing Department

Emergency funding, if available, may be used to hire new staff and pay overtime if needed to employees filling essential/critical positions.

If necessary, Thrift Store and Bed'n'Biscuits, departments may close their doors-- freeing up staff to help fill the need in other critical departments based on priority of need.

Emergency Shelter (minimum of 2 staff per shift needed)

- Procedures will be implemented to keep staff and residents/clients safe and to limit the spread of infection.
- Sufficient staff will be maintained in order to provide the necessary services to the homeless population.
- If current staff becomes ill or is unable to attend work for any reason, we will implement the following in order to maintain safe working conditions and continue to provide the services needed:
 - Current staff will work additional shifts as able
 - Staff will be hired if funds are available to do so.
 - Staff from other departments will receive training in order to fill the need.
 - Board members will be asked to assist in ways they are able to meet the need.
 - Outreach to IHC and other partnering agencies to get volunteer nurses and other help should the need to quarantine arise.
- Needed supplies will be procured through the Health Department, Washington County Emergency Services, community drives using social media, and any other resources available.

Community Food Pantry (minimum of 2 persons needed to keep pantry open)

- Procedures will be put in place to limit the spread of infection and keep staff, volunteers and clients safe.

- Number of clients entering the pantry at a time will be limited.
- Procedures will be adjusted as recommendations and mandates deem.
- Additional staff will be hired if funding permits
- Board members and other volunteers will be recruited.
- We will coordinate with Utah Food Bank to receive the necessary food for our clients.
- We will reach out to the Church of Jesus Christ of Latter-Day Saints and the community if need for additional food arises.

Community Soup Kitchen (8 staff/volunteers/missionaries per day to continue current meals) (1 or 2 volunteers/ staff needed to make sack lunches)

- Procedures will be put in place to limit the spread of infection and keep staff, volunteers and clients safe.
- Soup Kitchen will continue to provide daily lunch-time meals to those in need as long as they have sufficient volunteers/staff to prepare and serve the meals.
- In the event that volunteers, and staff decrease to a point of inability to provide these meals, the following will be implemented:
 - Sack lunches will be made and provided to those in need of a lunch-time meal.
 - These will be made available @ Grace Episcopal Church and/or Switchpoint Community Resource Center.
 - Staff/Volunteers from other departments will assist in preparing the sack lunches and delivering them as needed.
 - Board members will be asked to assist in ways they are able to meet the need.
- We will coordinate with Utah Food Bank to receive the necessary food for our clients.
- We will reach out to the Church of Jesus Christ of Latter-Day Saints and the community if need for additional food arises.

Crossover Recovery Center (minimum of 2 staff per shift needed)

- Procedures will be implemented to keep staff and residents safe and to limit the spread of infection.
- Sufficient staff will be maintained to provide the necessary care and treatment for those residents at Crossover.
- We will cap resident capacity at 21 in order to maintain the ratio of staff to residents required and allow plenty of space to isolate and quarantine if necessary.
- Needed supplies and resources will be procured through the health department, Washington County Emergency Services, community drives using social media, and any other resources available.

Switchpoint Housing Department (one on-site staff/volunteer, 2 working remotely from home)

- The Housing Department will remain open and continue to serve those in need and eligible for grant housing assistance.
- In the event that staff becomes ill or unable to come into work, most responsibilities and work can be done remotely.
 - Intakes can be completed by phone
 - Case notes and paperwork may be done remotely
 - No case files will be taken home and computer screens locked when not in use.
 - One staff/volunteer would be helpful on-site to field walk-ins, make copies, collect paperwork, etc.

Information Technology Policy & Procedure

Policy

Switchpoint protects the confidentiality of client and business data by maintaining computer security as by law required.

Information handled by computer systems must be adequately protected against unauthorized access, modification, disclosure, or destruction. Effective controls for logical access to information resources minimize inadvertent employee error and negligence and reduce opportunities for computer crime.

Fulfillment of security responsibilities is mandatory and violations of security requirements may be cause for disciplinary action, up to and including dismissal, civil penalties, and criminal penalties.

Procedures

Access Codes and Passwords

- The confidentiality and integrity of data stored on Switchpoint's computer systems is protected by access controls to ensure that only authorized users can gain access.
- Access privileges are restricted to only those capabilities that are appropriate to each user's job duties (this includes limiting the installation of software to IT staff).
- Each user is responsible for the security of his or her assigned passwords. Passwords should not be written down. Users must not disclose passwords to others and must immediately change passwords if it is suspected that they have become known to others.
- Where possible, passwords must be a minimum of seven characters in length and be comprised of a combination of letters, numbers and special characters.
- Passwords must be changed at least every 90 days, if not prompted automatically by the system.
- Some systems provide the ability to save a password so that it does not need to be entered the next time the application is run. This can provide easy access to systems for an unauthorized user. Under no circumstances should passwords to Switchpoint's systems be saved in an unencrypted format.
- When a user walks away from a computer they are logged on to, they must either log off or lock the computer. This applies even if the user is only leaving the computer unattended for a short period of time.
- All users acknowledge their reading and understanding of computer security issues each time they log on to a Switchpoint computer system.

Computer Viruses

Computer viruses are programs designed to make unauthorized changes to programs and data. Therefore, viruses can cause destruction of Switchpoint resources and are much easier to prevent than cure.

Defenses against computer viruses include protection against unauthorized access to computer systems, using only trusted sources of data and programs, and maintaining virus-scanning software.

- Users must not knowingly introduce a computer virus into Switchpoint computers.
- Users must not load diskettes, CD-ROM's, USB memory devices or other portable media of unknown origin.
- All incoming diskettes, CD-ROM's, USB memory devices and other portable media must be scanned for viruses before the files that they contain are opened.
- Any user who suspects that his/her Switchpoint laptop or workstation has been infected by a virus must immediately power off the workstation and contact IT Department.

Bypassing or Breaching Security Measures

Attacks against Switchpoint systems come from many sources both internal and external to Switchpoint computer networks. Security measures, such as a firewall and intrusion detection system, have been put in place to protect Switchpoint from breaches that originate from outside sources.

Any activity that bypasses or is intended to bypass the security measures that are in place to protect Switchpoint networks is in contravention of this policy and may lead to disciplinary action.

Inappropriate Use

The use of Switchpoint's internal and external electronic communication systems, including but not limited to computers, email, voice mail, telephone systems, fax machines, company mobile devices and hand held devices, company social media, and all forms of Internet/Intranet access, is for the centers business and for authorized purposes only. These items are company property and employee has no expectation of privacy in any Company property which may be accessed by Switchpoint at any time with or without notice.

Inappropriate use of Switchpoint IT includes, but is not limited to:

- Unauthorized access, alteration, destruction, removal, and/or disclosure of data, information, equipment, software, or systems;
- Disclosure of confidential passwords and/or access devices or information for accounts, equipment, and telephone voice mail;
- Unauthorized use of Switchpoint facilities and resources for commercial or personal purposes;
- Theft of resources or property;
- Malicious, illegal, or unethical use; and
- Use in violation of any applicable local, state or federal laws.

Monitoring System Use

The Manager of IT is responsible for monitoring the system for security. In the course of monitoring, or in the course of system maintenance, the Manager of IT may also monitor the activities of authorized users.

Anyone using Switchpoint's system expressly consents to such monitoring and understands there is no expectation of privacy by employee in the use of or access to any Company property.

Hours of Work and Payroll Practices

Work Schedules

Employees are expected to work the designated number of hours agreed upon at time of hire.

The maximum number of hours part-time employees may work is 29 hours per week. The maximum number of hours non-exempt full-time employees may work in 40 hours per week. The employee's actual schedule will be mutually agreed upon and approved by the Department Manager.

Interns and volunteers shall be scheduled by the Managers for such working hours as are mutually agreeable between them and as allowed by law.

All employees, interns, and volunteers shall notify their manager in advance if they will be absent from Switchpoint office during their scheduled working hours. Notification should include whether they will be performing Switchpoint duties elsewhere or taking time off.

Timekeeping and Off-the-Clock Work Policy

Switchpoint complies with all applicable federal and state wage and hour laws and regulations. In order to satisfy these requirements, all non-exempt employees must accurately record their hours worked each day and inform management of any difficulties or problems doing so.

Switchpoint prohibits all non-exempt employees from performing any work without recording their time for payroll purposes (i.e., "working off the clock"). No one at Switchpoint is authorized to work off the clock and no one at Switchpoint has the authority to require any employee to perform off-the-clock work.

Employees who engage in fraudulent timekeeping, recording time for others, falsifications of time records, or any other violation of this policy will be subject to discipline, up to and including termination.

If you have any questions or concerns regarding your hours or if you have worked off the clock or are aware of any violations of Switchpoint's timekeeping policies (including, but not limited to, those on recording all hours worked, rest and meal periods, and overtime), you should contact your manager or the Human Resources Department. Switchpoint will not retaliate against you for such reports or complaints.

Policy Regarding Pay Periods and Paydays.

Employees are paid bi-weekly and Switchpoint 's paydays currently occur every other Thursday, for the two-week period that ends the previous Saturday. Overtime pay is also paid bi-weekly and will cover hours worked in the previous pay period. All employees are paid by check or direct deposit to a savings or checking account at the employee's chosen bank on the above-mentioned payday. Employees who wish to enroll in direct deposit may do so by submitting their direct deposit information to the Human Resource Department. If the regular payday falls on a Company holiday, employees will be paid on the last business day before the holiday.

Policy on Payroll Corrections and Deductions.

Switchpoint takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday. It is also Switchpoint's policy to make only those deductions from pay authorized by and in accordance with applicable law.

Further, it is Switchpoint's policy that paychecks of exempt employees will not be "docked," or subject to deductions, except in limited circumstances permitted by applicable law. All deductions and the amount of deductions are listed on your pay stub.

In the unlikely event that there is an error in the amount of pay you receive, you should promptly bring the discrepancy to the attention of the Human Resources Department so that Switchpoint can investigate and correct the matter as quickly as possible.

Safe Harbor Policy.

Switchpoint will pay exempt employees their full salary for any week in which they perform any work, except for the following circumstances:

- Absences for personal reasons other than sickness or disability of a day or more
- Absences of a day or more due to sickness or disability, if the deduction is made in accordance with a bona fide policy, plan, or program of providing compensation for salary lost to sickness or disability
- Offsets for any amounts received as jury fees, witness fees, or military pay
- Penalties imposed for infractions of safety rules of major significance
- Disciplinary suspensions for infractions of workplace conduct rules
- First or last week of employment
- Absences for leave under the Family and Medical Leave Act

Any exempt employee who believes that Switchpoint has made an improper deduction should inform the Human Resource Department. Switchpoint will investigate the employee's complaint. Switchpoint will reimburse the employee's salary if the employee's complaint is valid. Switchpoint will not retaliate against any employee for making a complaint concerning salary deductions or for cooperating in Switchpoint's investigation of such complaints.

Salaries and Benefits

The Board of Directors determines the salary of the Executive Director. The Compensation Committee, in accordance with Switchpoint by-laws, and policies and procedures determine salaries of all other employees.

All employees shall be enrolled in the Federal Social Security program and shall have FICA taxes deducted from their pay along with all other mandated withholdings.

All salaried employees and hourly wage earners who are paid for more than thirty (30) hours of work per week shall be eligible to receive fringe benefits commensurate with current budget constraints. These fringe benefits may include health insurance and retirement. Full-time employees who do not desire health insurance from Switchpoint, and provides proof of health insurance from a carrier of their choice will be compensated at a rate set forth by the Board of Directors.

Switchpoint contributes matching funds to eligible employee's retirement fund. An amount equal to 3% of the employee's payroll is deposited to their account each pay period to match employee's contribution.

All employees eligible for fringe benefits as described in paragraph 3 shall be provided full details of the current status of those benefits upon initial employment, annually, and prior to any proposed changes in the benefit package.

Eligible employees may decline any portion of the fringe benefits described in paragraph 3 by indicating their desire to do so through the Benefit Enrollment system or in writing to the Human Resource Department. Benefit refusal statements shall be maintained in personnel files.

Any employee, intern, or volunteer who uses her/his personal vehicle to perform official business of Switchpoint shall be reimbursed at current state rates. Mileage shall be recorded on the appropriate form and submitted to the Finance Manager at the end of each month. All reimbursements are subject to the approval of the Executive Director. Reimbursement cannot be claimed for miles to and from work.

Merit Increases/Performance reviews are conducted at the end of the 90-day introductory period and annually thereafter. Performance reviews are based on merit, achievement, job description fulfillment, and performance. Employees that demonstrate exemplary performance during the year preceding their annual performance evaluation are eligible for a merit increase. Merit increases are dependent on availability of funds. Managers may determine that an employee has demonstrated superior performance that deserves a merit increase. A specific written recommendation including the proposed amount of the merit increase and its justification must be submitted to the Executive Director for consideration. The Executive Director will determine the manner in which a merit increase will be awarded and is based on the funding constraints.

Overtime Policies

Overtime is paid as required by Utah and federal law. Hourly employees may not work more than 40 hours a week (Sunday to Saturday regardless of when the pay period ends) without prior written approval from their Department Manager.

Unless otherwise required by applicable state and federal laws, non-exempt employees will be paid an overtime premium of one and one-half times their regular rate of pay for all hours worked in excess of forty per workweek. Department Managers are to review employee timesheets for accuracy of reporting and with regard to these policies prior to submission at the end of each pay period.

For the purpose of calculating an employee's entitlement to overtime compensation, the "workweek" means the seven-day period that begins at 12 a.m. Sunday and ends at 11:59 p.m. the following Saturday.

Employees who fail to comply with this policy may be subject to disciplinary action, up to and including termination.

Lactation, Meal, and Rest Break Policy

Switchpoint recognizes the need for all employees to refresh and recharge by taking breaks during their workday and complies with applicable federal, state, and local laws by providing rest and meal break periods. In addition, Switchpoint will comply with all laws concerning lactation breaks for nursing mothers.

Rest Breaks. Unless otherwise required by law, employees are provided with one 15-minute rest period for every four-hour period of work, or major fraction thereof. To the extent possible, employees should take their rest periods in the middle of the four-hour work period. This time is counted and paid as time worked. Therefore, you must return to work immediately upon the conclusion of your rest break. Your manager may schedule your rest breaks at a time that best suits the needs of Switchpoint.

Meal breaks. Employees working 5+ hour shifts will receive one meal break of 30 to 60 minutes. Such meal breaks are unpaid unless otherwise provided by law. Meal breaks are scheduled based on your hours of work. You are required to clock in and out when you take your meal break. If you do not clock in and clock out when you take a meal break, you may be subject to discipline, up to and including termination. If applicable, your manager may schedule your meal breaks at a time that best suits the needs of Switchpoint.

If you cannot take a rest or meal break, please note this on your time record with an explanation of why the break was missed or notify your supervisor.

Please note the following:

- You may not work through rest and meal breaks.
- You should take breaks in their entirety and at their assigned times.
- You may not combine rest and meal breaks during your shift.
- You may not take your rest or meal break at the end of your shift in order to leave early.

Lactation breaks. Switchpoint shall provide additional reasonable break time for an employee to express breast milk for her nursing child for one year after the child's birth. Such additional break time will be unpaid unless otherwise required by law. Switchpoint will provide a location [other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public, for example, by having a locking door] for employees to express breast milk as needed.

Please contact the Human Resources Department for more information.

Employee Time Off & PTO

All employees are encouraged to set and keep a regular work schedule as much as the job position allows. Unless flex time is requested and approved, changes to that schedule are discouraged. Employees are required to notify their department manager if schedule changes are necessary due to unplanned events, i.e. illness, etc.

Switchpoint does not offer paid holidays and staff should work their regular schedule even if it is a holiday unless a Time Off Request has been submitted and pre-approved.

Time Off Request Tracking: All time off will be tracked in the web-based time clock as Paid Time Off (PTO) or Unpaid Time Off

Switchpoint recognizes that some employees may wish to observe, as periods of worship or commemoration, certain religious days that are not included in Switchpoint 's holiday schedule. Employees may use accrued vacation or personal time for this purpose. Otherwise, the time off will be without pay. Switchpoint will make a reasonable effort to accommodate an employee's religious beliefs, consistent with Switchpoint 's operating requirements and provided such accommodation does not create an undue hardship for Switchpoint. An employee who wishes to request time off for a religious holiday should provide reasonable advance notice to his or her supervisor.

Paid Time Off (PTO) may be used by employees as accrued and accrual appears on paystubs. The amount of PTO available is based upon an employee's continuous length of service with Switchpoint.

PTO accrues over the course of the calendar year and is based on the calendar year from January 1st to December 31st. In the first calendar year of employment (until January 1 of the next calendar year), employees will accrue PTO on a prorated basis for each hour worked.

Eligible employees accrue PTO pay in accordance with the following schedule:

0-1 years of service	.025 hour per hour worked
1-2 years of service	.0465 hour per hour worked
2-3 years of service	.0695 hour per hour worked
3+ years of service	.0925 hour per hour worked

Example: A full time employee who works 40 hours per week and has been here less than one year will accrue 6 days PTO, 2nd year 12 days, 3rd year 18 days, 4th year 24 days. Part-time employees also accrue PTO based on hours worked.

There is a maximum accrual of a total of 120 hours. Once an employee has accumulated 120 hours PTO will no longer accrue. PTO can be carried over from year to year if desired.

PTO will be paid out at end of employment only to staff that were employed with Switchpoint for 12+ months. Any employee working less than 12 months for company will forfeit all unused PTO at the time employment ends.

SWITCHPOINT PTO DONATION POLICY

Switchpoint realizes that if an employee, their immediate family member, or a person living in their household has a serious medical condition, the employee may need to take a significant amount of time away from Switchpoint.

Although employees may use their PTO to provide income during this period, sometimes, such PTO balances may be exhausted which can result in limited or no income for the employee.

To assist employees who find themselves in this position, Switchpoint has created a PTO donation policy where, in the case of a serious medical situation, a regular full time or part time employee (Donor) may

donate accrued PTO to an eligible employee or to the Switchpoint PTO Bank for the benefit of other regular full-time or part-time employee (Recipient) if certain criteria are met.

Eligibility and Criteria

If an employee, their immediate family member (spouse, parent, or child), or a person living in their household has a serious medical condition (not applicable to maternity leave unless there is a medical emergency) and that employee may be exhausting his/her available paid time off, the employee may request, in writing, from his/her supervisor that a PTO donation account be set up.

Alternately, if a supervisor determines that an employee may be exhausting their available paid time off, the supervisor may initiate a discussion with the employee regarding establishment of a PTO donation account. If the employee approves, the supervisor needs to obtain such approval from the employee in writing.

To be eligible to establish a PTO Donation Account, the following criteria must be met:

- If using the PTO Bank, the Recipient must be employed by Switchpoint for 12 or more months prior to the request for PTO Donation.
- An employee that meets all *Vacation Donation Policy* criteria, except for length of employment, may be eligible to receive a voluntary PTO donation from a coworker donating specifically to the employee in need. However, this employee would not be eligible for hours from the PTO Bank.
- The Recipient must be exhausting all available paid time. An employee who is receiving Disability benefits, Paid Family Leave, Workers' Compensation or Long-Term Disability benefits is not eligible to receive PTO donation at the same time, since alternate forms of income are available.
- The absence must be prolonged and result in a substantial loss of income to the employee.

Process for Establishing a PTO Donation Account

After the employee requests, in writing, from his/her supervisor that a PTO donation account be set up and the supervisor has determined that the employee will be exhausting all available paid time off, the supervisor must complete a PTO Donation Account Request form.

It is the supervisor's responsibility to advise the employee that the employee must provide a physician's statement to HR, documenting the medical condition and required period of absence by the employee (unless this information has already been provided through the FMLA process and approved for FMLA). If the person with the serious medical condition is someone other than the employee, such person's physician must provide the person's name, the medical diagnosis (to substantiate the serious medical condition), the date the condition began and the expected length of the condition. This documentation must be submitted along with the PTO Donation Account Request form to HR. If the physician is unable to determine the length of the condition at the time, the PTO donation account will be opened for a maximum of two weeks and will be reviewed thereafter based on additional medical documentation submitted to HR.

Approval of Request

HR will review the request to determine whether the establishment of the PTO Donation Account meets the established criteria. HR will notify the employee of the approval or rejection in writing. If the request is approved, HR will determine, through a discussion with the employee, the appropriate department(s) to receive an announcement regarding the establishment of a PTO Donation Account.

Utilizing Donated Time

- The Recipient can only use hours that are available in the Recipient account or Switchpoint PTO Bank at the time of submission. The code “PTO DN” is to be used by the Recipient to record the use of PTO donation time on his/her timecard.
- Donated PTO time can be used either on a continuous or an intermittent basis.
- The Recipient may not record PTO Donation time on his/her timecard once the medical emergency ends.
- Recipient must use their own PTO accruals prior to donated PTO hours.

Donation Information (Donors)

- Donors must complete the PTO Donation Authorization form to donate a portion of their accrued PTO to the PTO Bank.
- Donors may contribute to a specific coworker instead of the PTO Bank. The recipient coworker will be eligible if they meet all *PTO Donation Policy* criteria with an exception for length of employment.
- The minimum number of hours of PTO time that can be donated is 4 hours. Employees may donate up to 50% of their accrued PTO balance as of the date of the donation.
- Employees may make an initial donation and then may donate again at a later date.
- Payroll confirms receipt and approval or rejection of PTO donation with the Donor. Rejection can occur if the Donor has insufficient hours to donate based on the policy. Once the PTO donation has been approved, such time is forfeited by the Donor.
- Employees on an approved Leave of Absence are eligible to donate PTO hours.
- Donors contribute PTO hours, not salary.
- The completed PTO Donation Authorization form must be sent to Payroll. PTO Donation from a Donor that is approved by Payroll will immediately be transferred to the Switchpoint PTO Account.
- PTO donations are not considered charitable contributions for income tax purposes.

Additional Information

- Donated PTO time cannot be paid at termination of employment. Any Donated PTO balance remaining at termination of employment will remain in the Switchpoint PTO Bank.
- Recipient cannot receive compensation through PTO Donation Policy and Paid Family Leave at the same time.

- A PTO Donation Request will not be approved if such Request occurs after being approved for and being compensated through Paid Family Leave for the same serious health condition.

If you have any questions regarding this policy, please contact the HR Manager.

Employee Leave

Family and Medical Leave Act (FMLA) Policy

This policy summarizes the federal Family and Medical Leave Act (FMLA). A summary of rights under the FMLA prepared by the United States Department of Labor (DOL Form WH 1420) is attached to this Handbook as Exhibit A.

Eligible employees may request a leave of absence under the FMLA for the purposes, and subject to the terms and conditions, described below. Where state or local leave laws offer greater protections or benefits to employees, the protections and benefits provided by such laws shall govern. To the extent permitted by law, such leaves shall run concurrently with an employee's federal leave rights under the FMLA.

- **Eligibility.** Eligible employees are those whom Switchpoint has employed for at least twelve months (not necessarily consecutive), have worked at least 1,250 hours during the twelve months immediately prior to the requested leave of absence, and are employed at a worksite where fifty or more employees of Switchpoint work within seventy-five miles.
- **Employee Request for and Notice of Leave.** Employees must provide sufficient information so Switchpoint can determine whether the request for time off qualifies as family and medical leave, as well as the timing and duration of the leave. When the need for family and medical leave is foreseeable, such as due to a planned medical procedure, an employee must notify Switchpoint of the need for the leave at least thirty days before the leave begins. If thirty days advance notice is not practicable because the employee just learned of the need for leave or a change in circumstances or a medical emergency has occurred, then the employee must request the leave as soon as practicable (generally the same day or the day following the day the employee learned of the need for leave).

When the need for leave arises suddenly, the employee must notify his or her Manager or Human Resources Director as soon as possible—either before leaving work or not later than the start of the employee's next regular workday. The employee must follow Switchpoint's standard call-in procedures for unscheduled absences. The employee must inform Switchpoint when taking time off for a reason for which family and medical leave was previously taken or certified. Failure to comply with the request and notice procedures may delay the start of a leave.

- **Purposes.** Family and medical leave may be taken by an eligible employee for the following reasons:
 - The birth of an employee's son or daughter or the placement of a son or daughter with the employee for foster care or adoption, so long as the leave is completed within twelve months of the birth or placement of the son or daughter;
 - To care for the employee's spouse, son, daughter or parent with a **"serious health condition;"**
- Due to the **"serious health condition"** of the employee that renders the employee unable to work or in need of medical treatment;

- Because of any **qualifying exigency** arising out of the fact that the employee's spouse, son, daughter or parent is a **military member** who is on **covered active duty** or has been notified of an impending call or order to **covered active duty** in the Armed Forces of the United States; or
- To care for a **covered service member** (who is the employee's spouse, son, daughter, parent or next of kin) with a **serious illness or injury** (“military caregiver leave”).
- Definitions. The terms used in this policy, including the bolded terms above, are defined in the FMLA, as amended, and applicable regulations.

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

A “**covered service member**” means (A) a current member of the Armed Forces (including National Guard or Reserves) of the United States who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness, or (B) a covered Veteran who is undergoing medical treatment, recuperation or therapy, for a serious injury or illness.

“**Covered active duty**” means (A) in the case of a member of the Regular Armed Forces of the United States, duty during the deployment of the member with the Armed Forces to a foreign country; and (B) in the case of a member of the Reserve components of the Armed Forces of the United States, duty during the deployment of the member with the Armed Forces to a foreign country under a federal call or order to active duty in support of a contingency operation, as provided by law.

A “**military member**” for purposes of qualifying exigency leave is an employee’s spouse, son, daughter, or parent serving in the Regular Armed Forces, the National Guard or the Reserves.

A “**serious injury or illness**” means **in the case of a member of the Armed Forces of the United States** (including a member of the National Guard or Reserves), an injury or illness incurred by the member in the line of duty while on active duty in the United States Armed Forces (or that existed before the beginning of the service member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank or rating.

A “**serious injury or illness**” means **in the case of a covered veteran**, a qualifying injury or illness that was incurred by the service member in the line of duty on active duty in the Armed Forces, or that existed before the beginning of the service member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces, and that manifested itself before or after the service member became a veteran, and is either: (1) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the service member unable to perform the duties of the service member’s office, grade, rank or rating;

or (2) a physical or mental condition for which the veteran has received a U.S. Department of Veterans Affairs Service-Related Disability Rating (VASRD) of fifty percent or greater, and the need for military caregiver leave is related to that condition; or (3) a physical or mental condition that substantially impairs the veteran's ability to secure or follow a substantially gainful occupation because of a disability or disabilities related to military service, or would do so absent treatment; or (4) an injury, including a psychological injury, on the basis of which the veteran is enrolled in the Department of Veteran Affairs Program of Comprehensive Assistance for Family Caregivers.

A “**qualifying exigency**” includes the need for an employee to take time off work to address issues related to short-notice deployment, make arrangements for alternative child care, attend certain school activities, handle certain financial or legal arrangements, attend certain counseling sessions, attend military ceremonies or informational briefings, to spend short periods of time for rest and recuperation during the period of deployment, or participate in certain post-deployment activities or parental care leave.

The “**designated twelve-month period**” is the rolling twelve-month period measured backward from the date an employee uses any family and medical leave. During this period, eligible employee may use up to twelve workweeks of family and medical leave.

The “**single twelve-month period**” is the twelve-month period that begins on the first date the employee uses any military caregiver leave. During this period, eligible employees may use up to twenty-six workweeks of military caregiver leave. The twenty-six weeks is applied per covered service member, per injury. This means that an employee may not take twenty-six weeks of leave in different twelve-month periods to care for the same service member suffering from the same injury. Rather, a subsequent leave must concern the care of a different service member or the same service member with a different injury.

A “**son or daughter**” is a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is (A) under eighteen years of age, or (B) eighteen years of age or older and incapable of self-care because of a mental or physical disability. Either day-to-day care or financial support may establish an in loco parentis relationship where the employee intends to assume responsibilities of a parent with regard to a child.

A “**spouse**” is the person to whom an individual is married as defined or recognized under the law of the state in which the parties married. If the parties married outside of any state, then the marriage must be valid where it occurred and it must be a marriage into which the parties lawfully could have entered in at least one state. The definition of spouse does not include registered domestic partners.

“**Covered Veteran**” means a person who was a member of the Armed Forces of the United States (including a member of the National Guard or Reserves) and who was discharged or released from such service under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran.

- Duration. Family and medical leave may be taken for up to twelve workweeks during the **designated twelve-month period** (as defined above) for the birth of an employee's son or daughter; the placement of a son or daughter with the employee for foster care or adoption; to care for an employee's spouse, son, daughter, or parent with a serious health condition; due to the employee's serious health

condition; or because of a qualifying exigency. Military caregiver leave may be taken for up to twenty-six workweeks in a **single twelve-month period** (as defined above). During the **single twelve-month period**, an eligible employee shall be entitled to a combined total of twenty-six workweeks of leave for any reason specified above. In other words, any family and medical leave taken during the **single twelve-month period** for the birth of an employee's son or daughter; the placement of a son or daughter with the employee for foster care or adoption; to care for an employee's spouse, son, daughter, or parent with a serious health condition; due to the employee's serious health condition; or because of a qualifying exigency (up to twelve weeks) will be counted towards the total twenty-six week entitlement permitted for leave to care for a covered service member with a serious illness or injury during that **single twelve-month period**. All time off that qualifies as family and medical leave will be counted against the employee's federal and, if applicable, state family and medical leave entitlement to the fullest extent permitted by law.

- Use of Leave. Family and medical leave should be used as needed, but must be used in minimum increments of at least one hour. Intermittent or reduced-schedule leave is available, if medically necessary. Employees must make a reasonable effort to schedule planned medical treatments so as not to unduly disrupt business operations. For planned absences that are intermittent or on a reduced schedule, Switchpoint may require the employee to temporarily transfer to an alternative position for which the employee is qualified, with equivalent pay and benefits, that better accommodates the recurring periods of leave than the employee's regular position. Leave due to qualifying exigencies may also be taken on an intermittent basis.
- Medical Certification. When leave is requested for the employee's or a family member's (see purposes (2)., (3)., and (5). above) serious health condition, the employee must submit a medical certification from the health care provider of the patient that establishes the employee qualifies for family and medical leave. The Human Resources Department will provide the appropriate certification form. A complete and sufficient certification must be provided as soon as is reasonably practical, and not later than the date leave begins or within fifteen days of Switchpoint's request, whichever is later.

When the leave is requested because of the employee's own serious health condition, the certification must include: (1) the date the serious health condition commenced, (2) the probable duration of the serious health condition, (3) information sufficient to establish that the employee has a serious health condition, and (4) information sufficient to establish the employee cannot perform the essential functions of the employee's job as well as the nature of any other work restrictions and the likely duration of such inability. The employee must provide the required medical certification to Switchpoint in a timely manner to avoid a delay or denial of leave. Employees should obtain appropriate forms from the Human Resources Department.

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits covered employers from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, Switchpoint asks that employees not provide any genetic information when responding to a request for medical information for purposes of leaves of absence or otherwise. "Genetic information" as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo

lawfully held by an individual or family member receiving assistive reproductive services. If you have any questions about the information to be provided, please contact the Human Resources Department.

If Switchpoint has reason to doubt the validity of the first medical certification, it may require at its expense that the employee get a second opinion from a healthcare provider chosen or approved by Switchpoint, as long as that healthcare provider does not work for Switchpoint. If the opinions of the healthcare providers for the first and second certifications differ, Switchpoint may require the employee to obtain a certification from a third healthcare provider (approved jointly by Switchpoint and the employee) at Switchpoint's expense. The third certification shall be final and binding.

When leave is requested to care for a family member (either because the family member has a serious health condition or the employee requests a military caregiver leave), the certification must include: (1) information sufficient to establish that the family member has a serious health condition or serious injury or illness, and the date the condition began, (2) the probable duration of the condition, (3) information sufficient to establish the family member is in need of physical and/or psychological care, and (4) an estimate of the frequency and duration of the leave required to care for the family member.

Switchpoint will notify the employee if the certification is incomplete or insufficient, and provide the employee seven calendar days to correct the deficiency. Switchpoint reserves the right to contact the health care provider to seek authentication or clarification of information in the certification, as needed, and may require recertification, as appropriate and as permitted by law.

Before returning to work at the conclusion of a leave due to the employee's own serious health condition, the employee is required to provide a certification from his or her health care provider regarding the employee's fitness for duty.

- **Certification of Qualifying Exigency.** When leave occurs due to a qualifying exigency, the employee must submit a completed Certification of Qualifying Exigency for Military Family Leave to establish the employee's eligibility for this leave. The Human Resources Department will provide the appropriate certification form. A complete and sufficient certification must be provided as soon as is reasonably practical, and within fifteen days of Switchpoint's request.
- **Pay and Benefits.** Family and medical leave is unpaid. However, unless prohibited by applicable law, an eligible employee must use any accrued PTO or sick leave during the otherwise unpaid portions of family and medical leave to which he or she is otherwise entitled.

Use of PTO and/or sick time will be subject to the terms and conditions of the applicable PTO and/or sick leave policy. Neither PTO nor sick pay will accrue during any unpaid portions of leave. Holidays that fall during any unpaid portions of leave will not be paid.

During a family and medical leave, group health benefits will be maintained for up to twelve workweeks (up to twenty-six workweeks for military caregiver leave) as if the employee were continuously employed, however, the employee must continue to pay the employee's share of premiums for the employee and any covered dependents, if any, during the leave. If the employee fails to return to work at the conclusion of the approved leave, Switchpoint may recover its share of the premiums paid during

the leave, unless the inability to return is due to circumstances beyond the employee's control or otherwise excused. An employee on an approved family and medical leave will not lose any benefits accrued before the leave began.

- **Reinstatement.** Employees who return to work immediately after the end of an approved family and medical leave will normally be reinstated to the same or an equivalent position, and will receive pay and benefits equivalent to those the employee received prior to the leave, as required by law. If the employee does not return to work on the first workday following the expiration of an approved family and medical leave, and has not been granted an extension of leave by Switchpoint, the employee will be deemed to have resigned from employment. In certain circumstances, “key” employees may not be eligible for reinstatement following a family and medical leave. Switchpoint will provide written notice to any “key” employee who is not eligible for reinstatement. “Key” employees are salaried employees who are among the highest paid ten percent of the employees employed by Switchpoint within seventy-five miles of the facility at which the employee is employed.
- **Employer Responsibilities.** Switchpoint shall inform employees requesting leave whether they are eligible under the FMLA and, as applicable, state law. If they are, the Notice of Eligibility will specify any additional information required, as well as the employee's rights and responsibilities. If an employee is not eligible, Switchpoint shall provide a reason for the ineligibility.

Switchpoint shall also inform eligible employees if leave will be designated as FMLA-protected leave and the amount of leave that will be counted against the employee's leave entitlement. If Switchpoint determines the leave is not protected by the FMLA, Switchpoint shall notify the employee.

- **No Retaliation.** Switchpoint will not interfere with, restrain, or deny the exercise of any right provided under the FMLA or equivalent state law. Switchpoint will also not discharge or discriminate against any person for opposing any practice made unlawful by the FMLA or for the person's involvement in any proceeding under or relating to the FMLA. If you feel that you have been discriminated or retaliated against due to your assertion of FMLA-protected rights or participation in an FMLA-related proceeding, please contact your supervisor or [Human Resources].
- **Enforcement.** An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer. 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.

FMLA section 109 (29 U.S.C. § 2619) requires that FMLA-covered employers post the text of the FMLA notice (WH 1420). Regulations 29 C.F.R. § 825.300(a) may require additional disclosures. For additional information: 1-866-4US WAGE (1-866-487-9243) TTY 1-877-889-5627.

If you have any questions concerning the FMLA, or would like to submit a request for a family and medical leave of absence, please contact the Human Resources Department.

MILITARY LEAVE POLICY

Military leaves are available to eligible employees who are members of, or enter, the Uniformed Services of the United States, including the National Guard and the Commissioned Corps of the Public Health Service, or the state military forces, or the reserve components of the same, and who participate in active or inactive duty or training. Time off is also permitted for the employee to undergo an examination to determine his or her fitness for duty in any of the federal military forces.

Switchpoint will grant such leave in accordance with the applicable state and federal laws, provided all legal requirements are satisfied and the employee returns to work or applies for reemployment within the time prescribed by law.

Except as required by federal, state or local law, all military leave is unpaid. However, employees may use any or all of their accrued but unused vacation or other paid time off during their military service leave.

Switchpoint will pay employees during their military leave. Except as required by federal, state, or local law, employees will receive the difference between what they normally earn and the amount that the military pays them.

The employee must provide advance notice of the need for leave whenever possible. The employee should give the Human Resource Director as much advance notice as possible to allow Switchpoint to make arrangements to cover the employee's position.

Employees on federal military leave may be entitled to continue health insurance benefits, at the employee's expense, for up to twenty-four months.

Nothing in this policy requires Switchpoint to reemploy individuals who are not eligible for reemployment under USERRA or other applicable law. If your service was for less than 31 days and you would like to return to work and are eligible for reemployment, you must report to work on the first regularly scheduled workday that is at least eight hours after returning home from military service. If your service was between 31 and 180 days, you must apply for reemployment within 14 days following completion of military service. If your service was for more than 180 days, you must apply for reemployment within 90 days of completing military service.

To obtain further information about military leaves, or if you are unable to comply with this schedule due to injury or otherwise, please contact [Human Resources].

BEREAVEMENT LEAVE POLICY

In the event of a death in the immediate family, all employees may have up to three consecutive working days off, with pay, at their regular straight time rate or base salary, to handle family affairs and attend the funeral.

Any employee may receive one (1) day with pay to attend to the details (including the funeral) of other relatives including grandparents, aunts, uncles, cousins, etc.

If an employee deems it necessary to request additional time off, it must be approved by his/her supervisor and the employee will use his/her personal time.

Voting Time

Switchpoint encourages employees to fulfill their civic responsibilities by participating in elections. Generally, employees can find time to vote either before or after their regular work schedule. If employees have less than three consecutive hours off-duty to vote while polls are open, Switchpoint will grant up to two hours of paid time off to vote while the polls are open, at a time convenient for Switchpoint.

If an employee's schedule appears to make them eligible for voting time off, the employee should submit a Time Off Request to vote to the Human Resource Department at least two working days prior to the Election Day. Advance notice is required so that the necessary time off can be scheduled at the beginning or end of the work shift, whichever provides the least disruption to the normal work schedule.

Jury or Witness Duty

Employees who are required to serve as a juror or a witness in a legal matter, must notify their supervisor of the need for time off for jury or witness duty as soon as a notice or summons from the court or a subpoena is received. You may be requested to provide written verification from the court clerk of having served. You are not required but can choose to use PTO for time spent responding to a summons for jury duty, time spent participating in the jury selection process, or for time spent actually serving on a jury.

Switchpoint prohibits retaliation against any employee taking or requesting time off to serve on a jury or as a witness.

Communication with Persons with Disabilities &/or those with Limited English Proficiency (LEP)

Policy:

Switchpoint is committed to providing equal opportunity in all programs and services to ensure full compliance with all civil rights laws, including Title VI of the 1964 Civil Rights Act which requires non-discrimination on the basis of national origin. Equal opportunity includes physical and program access for persons with disabilities and program access for persons with Limited English Proficiency (LEP). The policy of Switchpoint is to ensure meaningful communication with disabled and LEP clients. The policy also provides for communication of information contained in vital documents, including but not limited to, waivers of rights, consent to treatment forms, financial and insurance benefit forms, etc. All interpreters, translators and other aids needed to comply with this policy shall be provided without cost to the person being served, and patients/ clients and their families will be informed of the availability of such assistance free of charge.

Language assistance will be provided through use of competent bilingual staff, staff interpreters, contracts or formal arrangements with local organizations providing interpretation or translation services, or online technology and telephonic interpretation services. All staff will be provided notice of this policy and procedure, and staff that may have direct contact with LEP individuals will be trained in effective communication techniques, including the effective use of an interpreter.

Switchpoint will conduct a regular review of the language access needs of our patient population, as well as update and monitor the implementation of this policy and these procedures, as necessary.

Procedures:

1. IDENTIFYING LEP PERSONS AND THEIR LANGUAGE

Switchpoint will promptly identify the language and communication needs of the LEP person. If necessary, staff will use a language identification card (or "I speak cards," available online at www.lep.gov) or posters to determine the language. In addition, when records are kept of past interactions with patients (clients/residents) or family members, the language used to communicate with the LEP person will be included as part of the record.

2. OBTAINING A QUALIFIED [INTERPRETER]

Switchpoint is/are responsible for:

- (a) Maintaining an accurate and current list showing the name, language, phone number and hours of availability of bilingual staff ;
- (b) Contacting the appropriate bilingual staff member to interpret, in the event that an interpreter is needed, if an employee who speaks the needed language is available and is qualified to interpret;
- (c) Obtaining an outside interpreter if a bilingual staff or staff interpreter is not available or does not speak the needed language.

Some LEP persons may prefer or request to use a family member or friend as an interpreter. However, family members or friends of the LEP person will not be used as interpreters unless specifically requested by that individual and **after** the LEP person has understood that an offer of an interpreter at no charge to the person has been made by the facility. Such an offer and the response will be documented in the person's file. If the LEP person chooses to use a family member or friend as an interpreter, issues of competency of interpretation, confidentiality, privacy, and conflict of interest will be considered. If the family member or friend is not competent or appropriate for any of these reasons, competent interpreter services will be provided to the LEP person.

Children and other clients/patients/residents will **not** be used to interpret, in order to ensure confidentiality of information and accurate communication.

3. PROVIDING WRITTEN TRANSLATIONS

(a) When translation of vital documents is needed, each unit in Switchpoint will submit documents for translation into frequently-encountered languages to appropriate program or staff member. Original documents being submitted for translation will be in final, approved form with updated and accurate legal and medical information.

(b) Facilities will provide translation of other written materials, if needed, as well as written notice of the availability of translation, free of charge, for LEP individuals.

4. PROVIDING NOTICE TO LEP PERSONS

Switchpoint will inform LEP persons of the availability of language assistance, free of charge, by providing written notice in languages LEP persons will understand. At a minimum, notices and signs will be posted and provided in intake areas and other points of entry.

5. MONITORING LANGUAGE NEEDS AND IMPLEMENTATION

On an ongoing basis, Switchpoint will assess changes in demographics, types of services or other needs that may require reevaluation of this policy and its procedures. In addition, Switchpoint will regularly assess the efficacy of these procedures, including but not limited to mechanisms for securing interpreter services, equipment used for the delivery of language assistance, feedback from patients and community organizations, etc.

Code of Conduct

****Each Contractor/Grantee employee or volunteer and each Subcontractor/Grantee employee or volunteer who has interaction with clients must sign this “Code of Conduct” at the beginning of the grant or upon hire. A signed copy of this Code must be in employee’s/volunteer’s file subject to inspection and review by Department.****

The Contractor agrees that it shall adhere to the following Code of Conduct when providing services and shall require all others authorized through it engaged by the Contractor to perform services to follow the same Code of Conduct. The Provider Code of Conduct is in addition to all other contract requirements, policies, rules and regulations governing delivery of services to clients. The purpose of the code is to protect vulnerable clients from abuse, neglect, maltreatment, and exploitation. The Code of Conduct clarifies the expectation of conduct for providers of contracted, licensed and certified programs and their employees, which includes administrative staff, non direct care staff, direct care staff, support services staff and any others when interacting with clients. Nothing in this Code shall be interpreted to mean that clients should not be held accountable for misbehavior or inappropriate behavior on their part, or that providers are restricted from instituting suitable consequences for such behavior. As used in this clause “Contractor” shall include, the contractor, its employees, officers, agents, representative or those contracted through the Contractor to perform services authorized by the contract.

Contractor, its agents or representatives authorized through it shall not abuse, sexually abuse or sexually exploit, neglect, exploit, or maltreat any client. Furthermore, no person shall cause physical injury to any client. All injury to clients (explained or unexplained) shall be documented in writing and immediately reported to supervisory personnel.

The Contractor shall not by acting, failing to act, encouragement to engage in, or failure to deter from will cause any client to be subject to abuse, sexual abuse or sexual exploitation, neglect, exploitation, or maltreatment. The Contractor shall not engage any client as an observer or participant in sexual acts. The Contractor shall not make clearly improper use of a client or their resources for profit or advantage.

Contractor understands and acknowledges that failure to comply with this Code of Conduct may result in corrective action, probation, suspension, and/or termination of contract, license, or certification.

Clients protected by this clause shall include any person under the age of 18 years; and any person 18 years of age or older who is impaired because of mental illness, mental deficiency, physical illness or disability, use of drugs, intoxication, or other cause to the extent that he is unable to care for his own personal safety, health or medical care; and is a participant in, or a recipient of a program or service contracted with, or licensed or certified by the Department of Workforce Services.

Abuse shall include the following, but is not limited to:

- Harm or threatened harm, meaning damage or threatened damage to the physical or emotional health and welfare of a client.
- Unlawful confinement

- Deprivation of life sustaining treatment.
- Physical injury including, but not limited to, any contusion of the skin, laceration, malnutrition, burn, fracture of any bone, subdural hematoma, injury to any organ, any injury causing bleeding, or any physical condition which imperils a client's health or welfare.
- Any type of physical hitting or corporal punishment inflicted in any manner upon the body.

Sexual abuse and sexual exploitation will include, but not limited to:

- Engaging in sexual intercourse with any client.
- Touching the anus or any part of the genitals or otherwise taking indecent liberties with a client, or causing an individual to take indecent liberties with a client with the intent to arouse or gratify the sexual desire of any person.
- Employing, using, persuading, inducing, enticing, or coercing a client to pose in the nude.
- Employing, using, persuading, inducing, enticing, or coercing a client to engage in any sexual or simulated sexual conduct for the purpose of photographing, filming, recording, or displaying in any way the sexual or simulated sexual conduct. This includes displaying, distributing, possessing for the purpose of distribution, or selling material depicting nudity, or engaging in sexual or simulated sexual conduct with a client.
- Committing or attempting to commit acts of sodomy or molestation with a client.
- This definition is not to include therapeutic processes used in the treatment of sexual deviancy or dysfunction, which have been outlined in the client's treatment plan and is in accordance with written agency policy.

Neglect may include, but is not limited to:

- Denial of sufficient nutrition.
- Denial of sufficient sleep.
- Denial of sufficient clothing, or bedding.
- Failure to provide adequate supervision; including impairment of employee resulting in inadequate supervision. Impairment of an employee may include but is not limited to use of alcohol and drugs, illness, and, sleeping.
- Failure to arrange for medical care and/or treatment as prescribed or instructed by a physician when not contraindicated by agency after consultation with agency physician.
- Denial of sufficient shelter, except in accordance with the written agency policy.

Exploitation will include, but is not limited to:

- Utilizing the labor of a client without giving just or equivalent return except as part of a written agency policy which is in accordance with reasonable therapeutic interventions and goals.
- Using property belonging to clients.
- Acceptance of gifts as a condition of receipt of program services.

Maltreatment will include, but is not limited to:

- Physical exercises, such as running laps or performing pushups, except in accordance with an individual's service plan and written agency policy.
- Chemical, mechanical or physical restraints except when authorized by individual's service plan and administered by appropriate personnel or when threat of injury to the client or other person exists.
- Assignment of unduly physically strenuous or harsh work.
- requiring or forcing the individual to take an uncomfortable position, such as squatting or bending, or requiring or forcing the individual to repeat physical movements when used solely as a means of punishment.
- Group punishments for misbehavior of individuals except in accordance with the written agency policy.
- Verbal abuse by agency personnel: engaging in language whose intent or result is demeaning to the client except in accordance with written agency policy, which is in accordance with reasonable therapeutic interventions and goals.
- Denial of any essential program service solely for disciplinary purposes except in accordance with written agency policy.
- Denial of visiting or communication privileges with family or significant others solely for disciplinary purposes except in accordance with written agency policy.
- Requiring the individual to remain silent for long periods of time solely for the purpose of punishment.
- Extensive withholding of emotional response or stimulation.
- Exclusion of a client from entry to the residence except in accordance with the written agency policy.

Contractor agrees to document and report abuse, sexual abuse and sexual exploitation, neglect, maltreatment and exploitation as outlined in this Code, and cooperate fully in any resulting investigation. Reports may be made by contacting the local Regional Office within 24 hours on the first available work day. All injury to clients (explained or unexplained) shall be documented in writing and immediately reported to the Department of Workforce Services.

The recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award of administration of contract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub agreements. However, recipients or the gift is an unsolicited item of nominal value. The standard of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipient.

Employee/Volunteer Signature _____

Date _____

Print Employee/Volunteer Name _____

Social Media Policy

Switchpoint recognizes the role social media plays in modern communication. As such, we respect the right of employees to use social networks (including personal websites, blogs, chat rooms and bulletin boards, etc.; social networks such as Facebook, Instagram, LinkedIn and Twitter, etc.; video sharing sites such as YouTube, etc.; and email) for self-publishing and self-expression while adhering to our organizational guidelines.

Commentary that is considered defamatory, obscene, proprietary, false, critical of Switchpoint coworkers or clients, even if unnamed; or damaging by any offended party could subject you to personal liability and damage Switchpoint's reputation. Once it's on the Internet, it's there forever.

Because online postings can conflict with the interests, mission, vision and guiding principles of Switchpoint, as well as the privacy and interests of those receiving services, Switchpoint has adopted the following social media policy. Breach of this policy may result in counseling and disciplinary action, including termination of employment.

This policy is not intended to supersede any provisions in the Code of Conduct and Non-Disclosure Agreement in the employee manual.

CONFIDENTIALITY AND PRIVACY AND PERMISSIONS

It's perfectly acceptable to talk about your work and have a positive dialog with the community, but it is never okay to publish confidential information. Confidential information includes photos, names, identities, services provided, or participation of residents, clients or customers; information shared with an employee from a resident, client or customer; details of current or future Switchpoint projects; Switchpoint financial information; etc. Exceptions are made only when a Media Release is signed and direct approval from Admin is given.

Do not disclose Switchpoint's confidential information, or personal identifying information of anyone at Switchpoint or receiving services from Switchpoint in online postings or publications. Sharing these types of information, even unintentionally, could result in harm to Switchpoint and legal action against you or Switchpoint.

YOUR IDENTITY ONLINE

You are at all times a representative of Switchpoint regardless of how or when you are posting on social media. You are personally liable for all communications and information you publish online.

Because social media and networking activities are public, your Switchpoint e-mail address and [s]witchpoint assets should be used only to perform job-related activities, which may include professional networking but do not include personal social networking.

Never request or accept a request to be friends on social media with a resident or client currently receiving services. Always remember professional boundaries and avoid online/public/social communication with those staying at Switchpoint or receiving Switchpoint services.

If you are already friends on social media with someone that then becomes a resident or client of Switchpoint, please refrain from online interaction – always maintaining professional boundaries online, at work and in the community.

LIMITATIONS ON ONLINE PUBLICATIONS

Do not say anything that is dishonest, untrue, or misleading. Anything you post or share online should reflect Switchpoint’s Mission, Vision and Guiding Principles.

Never identify a resident, client, customer or co-worker in an online posting without his or her prior written permission.

Obey the law and ethics rules. Do not post any information or engage in any online activity that violates applicable local, state or federal laws, or professional rules of conduct.

Identify all copyrighted or borrowed material with citations and links. When publishing direct or paraphrased quotes, thoughts, ideas, photos or videos, give credit to the original publisher or author.

Direct all requests for references for current or former Switchpoint employees to the Human Resources Department. Comments you post about current and former employees can have legal consequences, even if you make the comments personally and not on Switchpoint ’s behalf.

CREATING, MANAGING AND SHARING CONTENT

Switchpoint employees are not authorized to request donations of items or cash for Switchpoint or any of its clients or customers. Such requests will only be approved and/or posted by Admin. . Employees should not be posting on their personal social media accounts about Switchpoint unless post is approved Admin.

If your position includes marketing on Social Media and other online outlets, remember that all postings and online content should reflect Switchpoint’s Mission, Vision and Guiding Principles.

All Switchpoint employees are encouraged to friend/join any Switchpoint media page, and especially SHARE all Switchpoint media posts in order to educate the community, share our mission and purpose, increase business, encourage donations and volunteering, etc.

I have read, fully understand and agree to follow Switchpoint’s Social Media Policy.

Employee Signature

Date

Employee Printed Name

Benefits Schedule

This schedule is subject to change under the direction of the board of directors of Switchpoint. Amendments may occur due to changes in fiscal resources, State of Utah guidelines, organizational policy, and matters beyond the control of Switchpoint management.

Access to Fringe Benefits

Health insurance is available on the first day of the month following sixty (60) days after hire date for full time employees.

- Any new full-time employee that does not elect benefits during the New Hire Window of 2-weeks will forfeit benefits and must wait until the next open enrollment period to elect benefits.
 - The New Hire Window for a new full-time employee will close 45 days before the employee eligibility date.
- A part-time employee that moves to full-time employment (and has already been with Switchpoint for at least 60 days) will be eligible for benefits on the first day of the month after 30-days of becoming a full-time employee. If they do not elect benefits within the 2-week window after their status change, then they will forfeit benefits and must wait until the next open enrollment period to elect benefits.
 - The Enrollment Window for part-time employees moving to full-time status will close 15 days before the employee eligibility date.
- The only exception made to an employee that has forfeited their benefits is if a qualifying life event occurs prior to the new year.
 - Contact Human Resources within 20 days or less if you believe you have experienced a qualifying event.
- As per ACA (Affordable Care Act) guidelines, Employees working variable hours will be tracked for a 12 month period. If those employees track eligible (30+ hours/week) for a minimum of 6 months out of 12 months, then they will be offered benefits for the following year while employed with Switchpoint.
- A full-time employee who waives/declines health insurance coverage from Switchpoint and provides proof of health insurance from a carrier of their choice will be compensated a specific dollar amount each pay period as determined by the board of directors.
 - This compensation will begin no sooner than the month the employee is eligible for insurance, or once the employee provides the proof of insurance.

Dental, vision, life, short-term disability and long-term disability insurances are also available.

The Board will determine, on an annual basis, the amount of contribution Switchpoint will make to all insurances.

IRA

- New employees may enter the Switchpoint IRA plan and may deposit their own funds through payroll deductions on the first day of the month after hire date. Switchpoint will match up to 3% for IRA contributions.
- Employees in the plan may contribute their personal funds into the plan via payroll deduction. Personal contributions will be deposited into the IRA plan each pay period.

PTO

- Paid Time Off (PTO) is accrued for full and part-time employees based on hours worked at a rate determined by the board of directors. The Executive Director and Board Members encourage employees to use PTO so they will be more energized when they return from time off.
- PTO provides you with the flexibility to use your time off to meet your personal needs, while recognizing your individual responsibility to manage your paid time off. You will accumulate a specified amount of PTO each hour worked and it is up to you to allocate how you will use it— for vacation, illness, caring for children, school activities, medical/dental appointments, leave, personal business or emergencies. Switchpoint may require you to use any unpaid PTO during disability or family medical leave or any other leave of absence.
- Although you may carry over unused PTO time from year to year, there is a cap on the amount of PTO time you can accumulate. This encourages you to use your PTO and allows Switchpoint to manage its financial obligations responsibly. Once you reach your cap of 80 hours, you will not accumulate any more PTO until you use some of the time in your account and drop below the cap. After your balance goes below the cap, you will begin accruing PTO again. However, you will not receive retroactive credit for the time worked while you were at the cap limit.
- **TERMINATION:** You will be paid for all accrued but unused PTO when you leave Switchpoint.
- **MANAGEMENT OF PTO:** You are responsible for managing your PTO account. It is important that you plan ahead for how you will use it. This means developing a plan for taking your vacations, as well as doctor's appointments and personal business. It also means holding some time in "reserve" for the unexpected, such as emergencies and illnesses.
- **NOTICE AND SCHEDULING:** You are required to provide your supervisor with reasonable advance notice and obtain approval prior to using PTO. This allows for you and your supervisor to prepare for your time off and assure that all staffing needs are met. There may be occasions, such as sudden illness, when you cannot notify your supervisor in advance. In those situations, you must inform your supervisor of your circumstances as soon as possible.
- **RECORDING PAID TIME OFF:** You must complete a PTO request form for all PTO time used. We are required to track absences for illness, work related illness/injury, or attendance of school related activities for legal compliance reasons. The amount of PTO accrued, used and available will appear on your paycheck stub.

HOLIDAYS

Due to the staffing demands of a 24/7 facility, we do not offer paid holidays.

Conflict of Interest Reporting Form

All possible conflicts of interest must be reported immediately to the executive director. Conflicts may include but are not limited to; work with similar duties to your current job description, work that carries over from resources and contacts established in your daily work and other reimbursable or fee-for-service task that may result in you or someone you are related to prospering from it.

The following list reflects any activities that may reflect a conflict of interest. The list will be reviewed by the executive director and/or the board of directors for any possible conflicts and any concerns will be addressed as appropriate.

Any changes or additions to this form should be reported as potential conflicts may occur.

Program or Contact	Possible contact if any

Note:

Employee Name: _____

Date: _____

Signature: _____

Supervisor's Name: _____

Date: _____

Signature: _____

Credit Card Agreement

You have been granted the privilege of having a Switchpoint credit card. Your credit card is a convenience that carries responsibilities. Although, this card is issued in your name, it is Switchpoint property and must be used with good judgement. By signing this agreement you acknowledge you understand and will comply with all of the Switchpoint guidelines as listed below.

I, as an authorized and approved cardholder, have been trained and fully understand, and agree to the following terms and conditions regarding the use and safekeeping of the credit card entrusted to me:

- I accept full personal responsibility for the safekeeping of the credit card assigned to me, and that absolutely no one, other than me, is permitted to use the credit card assigned to me. All charges are ONLY associated directly to the cardholder.
- I understand that ALL purchases made on my assigned credit card MUST be supported by receipts.
- I will be making financial commitments on behalf of Switchpoint and will obtain fair and reasonable prices.
- I will submit my receipts within 2 days after completion of a purchase noting my name, purpose, and client's name as applicable, showing expenses incurred.
- When I use my credit card, I understand that these purchases will result in a "receivable" against me, and I am responsible for repayment of any of these charges deemed not allowable. I further understand that any unallowable amount must be repaid to Switchpoint within 10 days after notification.
- In the event that I fail to repay any non-allowable amount, Switchpoint is authorized to withhold full amount from any payment(s) due me from Switchpoint, including payroll checks, as repayment. I understand that failure to follow these provisions more than once within any 6 month period will result in suspension of my credit card.
- I will not use the credit card for non-Switchpoint related expenses, unauthorized purchases, or for personal purchases.
- I will immediately report the theft or loss of my credit card to the bank and Switchpoint bookkeeper or Executive Director.
- I understand that I cannot use the credit card as a financial reference to obtain personal credit cards or loans.
- I understand that I am personally responsible for obtaining ALL original detailed receipts (purchase and credit documents) and submitting them in accordance with Switchpoint credit card procedures for those purchases where a receipt is required.
- I understand that any purchases made by me will be recorded and reviewed to ensure compliance with credit card guidelines.
- I understand that failure to follow any of the above listed terms and conditions or if found to have misused the credit card in any manner may result in:
 - Revocation of the privilege to use the credit card

- Disciplinary action
- Termination of employment, and/or criminal charges being filed with the appropriate authority.
- I agree to surrender the credit card immediately upon request, or upon termination of employment for any reason.

Employee Signature _____

Date: _____

Printed Employee Name _____

Non-Disclosure Agreement

Each Contractor/Grantee employee or volunteer and each Subcontractor/Grantee employee or volunteer who has access to clients' personal information must sign this Non-Disclosure Agreement at the beginning of the grant or upon hire. A signed copy of this Agreement must be in each employ-ee's/volunteer's file subject to inspection and review by the Department of Workforce Services (DWS).

The Contractor/Grantee and its employees and volunteers will comply with the following measures to protect the privacy of the information released under this agreement against unauthorized access or disclosure.

- The information shall be used only to the extent necessary to assist in the purposes identified within this Agreement and shall not be re-disclosed for any purposes not specifically authorized in this contract.
- The information shall be stored in a place physically secure from access by unauthorized persons.
- Information in electronic format shall be stored and processed in such a way that unauthorized persons cannot retrieve the information by computer, remote terminal or any other means.
- Precautions shall be taken to ensure that only authorized personnel are given access to online files
- The Contractor/Grantee shall instruct all authorized personnel regarding the private nature of the information and that they are subject to State and Federal law penalties for unauthorized disclosure of information.
- The Contractor/Grantee shall permit DWS or any other authorized State or Federal Agency to make on-site inspections to insure that the requirements of this contract and all applicable State and Federal laws, statutes and regulations are being met.
- The Contractor agrees to hold DWS harmless for any damages arising out of the unauthorized disclosure of confidential or private information from DWS records.

Employee Signature _____

Date: _____

Employee Printed Name _____

Optional Vehicle Driver Agreement

I understand and agree to the following:

- Prior to driving an agency vehicle, I must have a valid Utah State driver license in my possession.
- Switchpoint vehicles are restricted to business use only.
- I am responsible for buckling my seatbelt prior to moving the vehicle.
- I am responsible for ensuring that all passengers are buckled before moving the vehicle.
- I will not text and drive.
- Cell phone is for emergency use only and will not be used while the vehicle is in motion unless a hands-free device is available. Should I receive a phone call without the availability of a hands-free device I will not respond until the vehicle is parked.
- Personal use of the vehicle will be considered upon prior approval of the executive director.
- I am expected to honor all road signs and laws.
- Any violations, including moving and parking, are the sole responsibility of the driver.
- As a driver of the vehicle I am responsible to report all repair and maintenance concerns to the finance manager.
- I am responsible for keeping the vehicle clean and shall not allow it to become unsightly or offensive.
- Service animals are the only animals allowed in the vehicle.
- I am responsible for tracking data, mileage, and destination as required on the mileage log.
- I shall not allow unauthorized persons to drive the vehicle.
- When the gas tank has 50% of fuel left I am responsible for filling the vehicle and submitting the receipt to the finance manager.
- Switchpoint will maintain comprehensive and liability insurance coverage for the vehicles and named drivers. Passengers are also covered by insurance.
- I am responsible for fueling the vehicle when needed and submitting a corresponding receipt with mileage notated.
- In the event of any accident:
 - my first priority is the safety of myself and any passengers
 - I will contact appropriate law enforcement authorities
 - I will contact management at Switchpoint
- Switchpoint will be responsible for damages. However, should an investigation show that the vehicle was being used outside of the scope of employment the employee may be liable for the accident and may be forced to take legal and/or financial responsibility for any damage, accident, or injury.

Should I violate any of the above requirements I will be subject to disciplinary action which may suspend my organization vehicle driving privileges, and up to, or including termination.

Employee Signature _____

Date _____

Firearms/Weapons Policy

For the safety of all, employees may not, at any time while on any property owned, leased or controlled by Friends of Switchpoint, including any location where Friends of Switchpoint business is conducted, possess or use any weapon or firearm.

Weapons include, but are not limited to, guns, knives or swords with blades over two inches in length, explosives, and any chemical whose purpose is to cause harm to another person.

Regardless of whether an employee possesses a concealed weapons permit (CCW) or is allowed by law to possess a weapon, weapons are prohibited on any Switchpoint property. They are also banned in any location in which the employee represents Switchpoint for business purposes.

Possession of a weapon can be authorized by Switchpoint 's executive director to allow security personnel or a trained employee to have a weapon on company property when this possession is determined necessary to secure the safety and security of Switchpoint employees or customers. Only the executive director, or her designee, may authorize the carrying of or use of a weapon.

Employees who violate this policy will be subject to [disciplinary actions](#), up to and including employment termination. The employment termination would be characterized as termination for cause.

I have read and fully understand Switchpoint's Firearms/Weapons Policy.

Employee Signature

Date

Employee Printed Name

Rehire Policy

REHIRE POLICY

Rehiring Criteria for all Candidates

To be eligible for rehire, all former employees must

- Have resigned from their earlier employment with the Friends of Switchpoint (FOS) with timely notice – minimum of 2 full weeks' notice or longer.
- Received performance evaluations showing satisfactory performance in terms of job performance, attendance, and similar measuring factors. If an employee resigned prior to receiving an evaluation, the employee must have successfully completed the probationary period and have no disciplinary or similar record in the employee's prior employment file;
- Pass Switchpoint's current drug screening test applicable to all new hires; and
- Receive a favorable report from a background check.

Rehiring within 90 Days Following the Termination Date

- **Rehire Date.** The employee will be deemed hired on the original hire date with no break in service for purposes of determining eligibility for employee benefits. For seniority purposes, if relevant, the employee will be treated as if he or she was hired on the original hire date but took a leave of absence for the period between the termination date and the rehire date.
- **Compensation.** If the employee is rehired for the same position or a comparable position to the one formerly held, the employee's compensation will be unchanged from the compensation on the termination date. If the employee is hired into a different job for which the pay level is greater or less than that of the employee's former position, the employee will receive the compensation earned by similarly situated employees in the new position.
- **Insurance and Similar Benefits.** Medical Insurance and Group Life Insurance will be restored as soon as is practicable based on the terms of the plans and the rehire date.
- **Retirement Benefits.** The rehired employee may participate in Switchpoint's retirement program, e.g., 401(k) or similar plan, as soon as is practicable based on the terms of the plan and the rehire date.
- **Accrual of Leave.** The rehired employee will accrue vacation time, personal or discretionary leave, and sick leave at the same rate as the employee accrued such leave prior to the termination date. No vacation time, personal or discretionary leave, or sick live is accrued during the period between the termination date and the rehire date.
- **Past Accrual.** If the employee had accrued but unused leave at the time of termination and the employee was not paid for such leave at the time of termination, the accrued but unused leave will be restored to the employee.

Rehiring More than 90 Calendar Days, But Less than 365 Calendar Days After the Termination Date

- **Compensation.** If the employee is rehired for the same position or a position comparable to the one formerly held, the employee's compensation will be unchanged from his or her compensation on the termination date. If the employee is hired into a different job for which the pay level is greater or less than that of the employee's former position, the employee will be entitled to the compensation earned by similarly situated employees in the new position.
- **Insurance and Similar Benefits.** Medical Insurance and Group Life Insurance will be restored as soon as is practicable based on the terms of the plans and the rehire date.
- **Retirement Benefits.** The rehired employee may participate in Switchpoint's retirement program, e.g., 401(k) or similar plan as soon as is practicable based on the terms of the plan and the rehire date.
- **Accrual of Leave.** The rehired employee will accrue vacation time, personal or discretionary time, and sick leave at the same rate as a newly hired employee. No vacation time, personal or discretionary leave, or sick leave is accrued during the period between the termination date and the rehire date.
- **Past Accrual.** The employee will not be credited with any accrued but unused leave held at the time of termination.

Rehiring One Year or More After Termination

Any employee rehired more than one year after the termination date will be treated as a new hire with regard to compensation, leave, and all other terms and conditions of employment.

Acknowledgement & Receipt of Employee Handbook, Training, & Understanding of Policies, Procedures, & Agreements

I have received a copy of the Switchpoint Employee Handbook dated _____.

The handbook contains policies and rules that apply to me. I agree to read the Switchpoint Employee Handbook, and follow it during my employment with Switchpoint.

I understand that this handbook is not an employment contract, and that it may be amended at any time. In that event, changes will be communicated to me.

Initial each document title below:

- ___ Acknowledgement and Receipt of Policy Handbook
- ___ Absences & Tardiness
- ___ Sexual/Unlawful Harassment/Bullying
- ___ Optional: Vehicle Driver Agreement
- ___ Optional: Credit Card User Agreement
- ___ Optional: Conflict of Interest (if applicable)

I, _____, hereby acknowledge the receipt, training, and understanding of each document listed above.

Signed: _____

Date: _____

Witness: _____

Date: _____

Appendices

Appendix A: Incident Report Form – What to Include

Appendix A: Vacation/PTO Donation Forms

Appendix A: FMLA (DOL Form WH 1420)

INCIDENT REPORT FORM

To Be Completed ASAP – Within at least 12 hours of Incident/Accident
When in Doubt, Fill it Out for: Safety Violation, Accident, Injury, Property Damage, Poor Behavior, etc.

Reported By:	Type of Incident:
Date of Incident:	Time of Incident:
Location of Incident:	Department:

Details of Incident: (If more space needed, continue on back of form)

Was someone injured? <input type="checkbox"/> Yes <input type="checkbox"/> No		Type of Injury
Name of Parties Involved	Role	Contact Info
Witnessed By (Name)	Department	Phone Number

Important Notes, Instructions and/or Follow Up Action:

Prepared/Reported by: _____	Date: _____
Supervisor: _____	Date: _____

For Serious Illness/Medical Emergency
VACATION (PTO) DONATION ACCOUNT REQUEST

PART I – To Be Completed by Employee in Need

To avoid delay in approval of account, please provide supporting medical documentation to HR with this Request

Employee Information

Name _____ <i>first</i> _____ <i>last</i> _____	
Department _____	Phone # _____
Email _____	Date of Request _____

Department Manager/Supervisor Approval

Manager/Supervisor Approval _____ <i>Signature indicates approval of Request</i>

Provide Detailed Reason for Vacation/PTO Donation Account Request

_____ _____ _____ _____ _____ _____ _____ _____ _____ _____ _____ _____

Requesting Employee Signature _____ Date: _____

PLEASE SUBMIT THIS FORM TO HUMAN RESOURCES ~ ATTN: HR MANAGER

PART II – HR/BENEFITS OFFICE APPROVAL

-- For Official Use Only --

Benefits/HR Office Approval _____	Date _____
Open Date _____ <i>Date PTO Account Approved to be Opened</i>	Close Date _____ <i>Date PTO Account Approved to be Closed</i>

VACATION (PTO) DONATION AUTHORIZATION: For Serious Illness**To Be Completed by Donating Employee (Donor)****Donor Information** (employee donating vacation (PTO) hours)

Name _____ <i>first</i> _____ <i>last</i> _____
Department _____ Phone # _____

Donation Information

Number of Vacation (PTO) Hours you are Donating _____ Four (4) hours is the minimum initial amount an employee can donate with a maximum of no more than 50% of their current accrued vacation/PTO at time of donation. Thereafter, contributions can be made in four (4) hour increments and a new form must be completed and submitted to Payroll each time.

Recipient Information

<input type="checkbox"/> I would like my donation to go to the Vacation/PTO Bank for any employee to use. OR <input type="checkbox"/> I would like to donate my vacation/PTO hours to the following employee: Name _____ Department _____

- I authorize the transfer of the above stated vacation/PTO hours to the Vacation/PTO Bank
- I authorize the transfer of the above stated vacation/PTO hours to the Recipient indicated above.
- I understand that this donation shall be anonymous and subtracted from my account immediately upon confirmation from Payroll.
- I understand that this is voluntary and that any hours unused by the Recipient or PTO Bank will be forfeited.
- I acknowledge that I have been directly or indirectly promised any benefit by any employee or been intimidated, threatened, or coerced for the purpose of donating vacation/PTO hours.

Donor's Signature _____ Date: _____

PLEASE SUBMIT THIS FORM TO PAYROLL ~ ATTN: FINANCE MANAGER