



Our
Community
Our Kids

Your Guide to Employment

ACH Child and Family Services Employee Handbook Part I

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CHAPTER 1: TERMS AND CONDITIONS OF EMPLOYMENT

Welcome to ACH Child and Family Services. We have been protecting children and preserving families since 1915. Through leadership, research and training, ACH will set a recognized example for replicable programs in child welfare that dramatically strengthen families and reduce child abuse. Our vision is to be the foremost service provider in the communities we serve, so families thrive and children experience safety, hope and love.

This handbook has been prepared as a general guide to inform you about the Human Resources policies and procedures of ACH Child and Family Services. It outlines many of ACH Child and Family Services employment practices, as well as the benefits granted to you. This handbook and the policies in it replace any prior editions of this handbook, policies, and memos that are hereby retracted, withdrawn, and canceled.

Throughout this handbook, any reference to “ACH Child and Family Services” refers to ACH Child and Family Services and all its locations.

You are expected to read this handbook within the first week of employment. If you do not understand any of ACH Child and Family Services policies or procedures, you should ask your supervisor or Human Resources for an explanation. The *Employee Handbook Acknowledgment* form must be digitally signed from your PowerDMS inbox by the end of your first week of employment.

AT-WILL EMPLOYMENT STATUS

Employment with ACH Child and Family Services is on an at-will basis, in accordance with applicable state law, meaning that you and ACH Child and Family Services are each free to terminate the relationship at any time, with or without cause or advance notice.

You have no contract, assurances, or guarantee of continued employment with ACH Child and Family Services. No verbal communication or written document will provide such a contract, assurance, or guarantee unless specified in writing and signed by the Chief Executive Officer (CEO).

MODIFICATION OF TERMS AND CONDITIONS

The compensation, hours of employment, work location, and all other terms and conditions of employment for all employees are subject to modification by ACH Child and Family Services at management’s discretion. Statements or representations made by ACH Child and Family Services representatives concerning the terms and conditions of an individual’s employment will not be binding on ACH Child and Family Services unless reduced to writing and signed by the CEO. In addition, management may determine that a transfer or other reassignment of any employee is necessary in order to fulfill business needs and requirements.

HANDBOOK IS NOT A CONTRACT

The policies and procedures presented within this handbook are for information and illustrative purposes and are in no way meant to be a contract of employment or guarantee of continued employment for any specific period of

time. The work rules contained in the policies and procedures are for illustrative purposes and are not considered to be all inclusive.

ACH Child and Family Services management reserves the right to unilaterally amend or withdraw any policy, procedure, or benefit at any time with or without notice, for any reason it deems appropriate.

In the event that any contradiction arises between the policies and information contained in this handbook and specific federal, state, or local laws or requirements, the latter will govern in all cases.

MISREPRESENTATIONS

Any misrepresentation made, or falsification of information provided by an individual when completing the employment application or at any time during the employment process and/or during his/her employment will be considered grounds for dismissal without advance notice.

ENFORCEMENT OF POLICIES

A decision by ACH Child and Family Services management not to enforce any policy or practice or to grant an exception to any policy or practice is not intended to prevent and does not restrict management's right to insist on strict adherence to the policy or practice in the future. Violation of any policies and procedures, or reasonable suspicion of any such violations, may result in disciplinary action, up to and including termination of employment. Additionally, violation of certain policies may result in prosecution under civil or criminal laws and possible assessment of civil and/or criminal penalties.

No provision of any policy contained within this document is intended to infringe on employees' rights to engage in concerted activity for their mutual aid and protection and to collectively bargain.

REPORTING OF POLICY VIOLATIONS

You are required to immediately report any observed or known violations of any policy or law, including incidents of discrimination, harassment, or child abuse. All reports, including anonymous reports, should immediately be made to your supervisor, Human Resources, CEO, or any other member of management.

Complaints of policy violations will be promptly and carefully investigated, including interviews with all relevant persons. Investigators will conduct an objective investigation with consideration given to your desire for privacy; however, no employee is guaranteed complete confidentiality and/or anonymity during an investigation. Only individuals with a legitimate "need to know" will be given any information regarding the complaint(s).

Employees who utilize this procedure are assured that they will be free from any and all reprisal or retaliation from reporting such violations or cooperating in an investigation.

You are expected to fully cooperate in any investigation involving issues relating to ACH Child and Family Services policies, procedures, property, or any other aspect of ACH Child and Family Services business affairs.

CHAPTER 2: EMPLOYMENT

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

ACH Child and Family Services is an equal opportunity employer that maintains a policy of nondiscrimination with respect to all employees and applicants for employment. All employment decisions will be made without regard to race, color, sex (including pregnancy), religion, national origin, age, disability, genetic information, sexual orientation, veteran status, or any other status protected by applicable law. Employment decisions are based solely on the individual's qualifications, merit, and performance, subject to the business requirements of ACH Child and Family Services. Requests for accommodations will be reviewed for qualified individuals. Reasonable accommodations will be made in accordance with applicable law.

The company also maintains a policy prohibiting discrimination and retaliation for those who are a past or present member of the uniformed service, have applied for membership in the uniformed service, or are obligated to serve in the uniformed service. This policy applies to initial employment, reemployment, retention in employment, promotion, and any benefit of employment.

In addition to compliance with federal EEO statutes, ACH Child and Family Services complies with applicable state and local laws governing nondiscrimination. This policy applies to all terms and conditions of employment, including but not limited to the following:

- ✦ Recruitment, hiring, placement, transfer, promotion, and demotion
- ✦ Training, development, and educational assistance programs
- ✦ Compensation and benefits
- ✦ Social and recreational programs
- ✦ Discipline
- ✦ Termination of employment

Your cooperation and support are expected in order to maintain a working environment free from discrimination or abuse of any kind. Each employee is to be treated fairly and with respect. Harassment and discrimination of any kind is a violation of this policy and will result in disciplinary action up to and including termination.

If you feel that you have been subjected to any type of discrimination, you should report the incident verbally or in writing to Human Resources, CEO, or another member of management as soon as possible. A complaint should include as much as possible including, the specific nature of the incident and the date(s) and place(s) such alleged discrimination took place, as well as the name(s) of any individual(s) known to be involved.

HARRASSMENT

ACH Child and Family Services will not permit, tolerate, or condone harassment against any individual for any reason, including, but not limited to, harassment on the basis of race, color, religion, national origin, sex (including pregnancy), age, genetic information, disability, veteran status, or any other status protected by applicable law.

Comments, conducts, or innuendoes that might be perceived by others as offensive or harassing are wholly inappropriate and are to be strictly avoided. This policy applies to all ACH Child and Family Services employees, clients, vendors, and visitors to the premises.

You must avoid offensive or inappropriate behavior in employment-related relationships and are responsible for ensuring that employment-related relationships remain professional and free from harassment at all times.

Harassment can include, but is not limited to, the following actions.

- ✦ Inappropriate Communication - Involves any language that is unnecessarily loud or degrades or berates others, including, but not limited to, racial, or sexual comments or jokes, sexual innuendoes, or threats of any kind, whether communicated verbally, in writing, or electronically.
- ✦ Physical Abuse - Includes, but is not limited to, touching, hitting, kicking, or threatening another person, including restraining by force or blocking the path of another.
- ✦ Interference or Hostile Environment - Includes any behavior or action which interferes with an employee's ability to perform job duties and responsibilities, or which results in or creates a hostile or intimidating work environment.
 - Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual: or
 - Such conduct is severe and persuasive and has the purpose or effect of unreasonable interfering with the individual's work performance or creating an intimidating, hostile, or offensive work environment.
- ✦ Retaliation - Includes any adverse action or threat of adverse action taken or made because an employee has exercised or attempted to exercise any rights under applicable laws or under the policies of ACH Child and Family Services. Retaliation includes, but is not limited to, threats, or withholding or withdrawal of pay, promotions, training, or other employment opportunities.

It is important that you clearly understand the serious effects of harassment. Your behavior may result in personal liability, as well as liability to ACH Child and Family Services.

If you feel that you have been subjected to any type, or degree of harassment, you are to report the incident verbally or in writing to your supervisor, Human Resources, CEO, or any other member of management within one week of the incident. A complaint must include the specific nature of the incident and the date(s) and place(s) such alleged harassment took place, as well as the name(s) of any individual(s) known to be involved.

Complaints of policy violations will be promptly and carefully investigated, including interviews with all relevant persons. Investigators will conduct an objective investigation with consideration given to your desire for privacy; however, no employee is guaranteed complete confidentiality and/or anonymity during an investigation.

Employees who utilize this procedure are assured that they will be free from any and all reprisal or retaliation from reporting such violations or cooperating in an investigation.

REPORTER PROTECTION POLICY

An employee or affiliated person who believes that he/she may have been retaliated against should promptly file a written complaint with Human Resources or the Chief Executive Officer. Examples of retaliation include demotion, suspension, harassment or termination as a result filing a complaint report. All reports of retaliation will be investigated, and all proven complaints of retaliation shall result in a proper remedy for the person harmed and the initiation of disciplinary action, up to and including dismissal, against the retaliating person.

This protection from retaliation is not intended to prohibit supervisors or administrators from taking action, including disciplinary action, in the usual scope of their duties and based upon valid performance-related factors.

An employee or affiliated person who makes a report under this policy in bad faith or knows or has reason to know that his/her report contains false or materially inaccurate information, shall be subject to appropriate disciplinary action up to and including dismissal depending on the circumstances.

RECRUITMENT AND SELECTION

Proper recruitment and selection procedures will be followed in order to ensure compliance with applicable employment laws and to assist in obtaining qualified employees.

ACH Child and Family Services reserves the right to require pre-employment testing of applicants for employment. Skills test may be conducted on a pre-employment basis and drug screening and/or physical examinations may be conducted of individuals to whom offers of contingent employment have been extended. Any testing must be related to the individual's ability to perform the duties and responsibilities of the position. In addition, any such testing will be required of all individuals applying for the same position. Refusal by an individual to comply with required testing will result in rejection of the application and withdrawal of any employment offer.

All employees of ACH Child and Family Services should be aware that employment with ACH Child and Family Services is at-will and should exercise great care to make no representation otherwise. It should be clarified to the candidate that any offer and acceptance of a job is contingent upon satisfactory completion of job-related, pre-employment procedures.

Employment offers should be extended in writing by Human Resources. This may be a confirmation of a verbal offer. Each letter will contain job title, starting salary (expressed as a monthly-salary or hourly wage) start date, and other terms and conditions of employment.

CRIMINAL CONVICTIONS/BACKGROUND INVESTIGATIONS

ACH Child and Family Services may conduct credit investigations on applicants for and employees in certain cash handling positions and other fiduciary positions as deemed appropriate.

ACH Child and Family Services retains the express right to conduct background investigations on prospective and current employees in order to obtain documentation of education, prior work history, DPS, TDPRS records, as well as criminal conviction records. Conviction of a crime is not an absolute bar to employment and will not automatically eliminate an individual from consideration for or continuation of employment. All relevant

circumstances, such as how long ago the conviction occurred and the crime involved, will be considered in relation to specific job requirements.

ACH will comply with the provisions of the Fair Credit Reporting Act and all applicable amendments when conducting any type of background investigation (e.g., criminal, credit, motor vehicle record, etc.) and in disposing of documents.

Conviction of a crime that is related to the job the individual is expected to perform may be cause for denial of employment. Arrest records alone will generally not be considered in determining an individual's eligibility for employment.

You must report any conviction occurring during the course of your employment to Human Resources immediately.

EMPLOYMENT OF MINORS

It is the general policy of ACH Child and Family Services to discourage employment of persons under the age of 18, although special consideration is given to students involved in work-study, cooperative education, and similar programs sponsored by educational facilities. All employees, students, participants in cooperative programs, or contactors receive direct supervision from employees twenty-one (21) years of age or older. In all cases of employment of minors, compliance with applicable child labor laws will be observed.

ORIENTATION

You must complete required paperwork, including an *Employment Eligibility Verification Form (I-9)*, *W-4 Form*, benefits enrollment forms (if applicable), and other related information within the timeframes established by Human Resources.

Your supervisor is responsible for providing you with a tour of the location and a review of the organizational structure, as well as ACH Child and Family Services policies and procedures. Your supervisor is also responsible for the issuance of keys (if applicable) and explaining ACH Child and Family Services security and safety procedures.

PERSONNEL FILES

Information relating to your employment with ACH Child and Family Services is contained in a personnel file and is the confidential property of ACH Child and Family Services. Due to the confidential nature of personnel files, Human Resources is responsible for controlling all access to them. Personnel files are not to be removed from the premises. Former employees and other individuals who are not employed by the company will not be permitted access to the personnel files. Additionally, requests by former employees for copies of documents in the personnel files generally will not be honored.

You may review the personnel file containing your job-related information in the presence of a Human Resource representative and/or your supervisor upon appointment during regular business hours. If you disagree with any information in the personnel file, you can submit written comments that may be attached to the information. Under no circumstances may you alter, copy, or remove any document in the file.

You are responsible for informing ACH Child and Family Services of any changes to your personal status that may alter payroll or benefit status. Such information may include, but is not limited to:

- | | | | | | |
|---|------------------|---|----------------------------|---|-------------------|
| 1 | Last Name | 2 | Marital Status | 3 | W-4 Deductions |
| 4 | Address | 5 | Gain or Loss of Dependents | 6 | Emergency Contact |
| 7 | Telephone Number | 8 | Beneficiaries | | |

In addition, you should notify Human Resources and the Training Coordinator of any job-related education, certification, or other training achieved during your employment.

CAREER ADVANCEMENT OPPORTUNITIES

ACH Child and Family Services management will attempt to promote or transfer employees to fill vacant positions. Consideration will be given to such factors as performance, ability, conduct, training, education, experience, and attendance. A promotion involves a documentable, quantifiable increase in responsibilities, accountabilities, and job content.

Positions may be posted for review and application by employees. The determination of whether to post a position will be at the sole discretion of ACH Child and Family Services management. You must notify Human Resources of your interest in a posted position by completing an internal transfer form and having it signed by your supervisor.

You must have completed six (6) months of employment; have a satisfactory performance record and no current disciplinary actions, before applying for another position within ACH Child and Family Services.

EMPLOYMENT OF RELATIVES

Nepotism Policy

ACH Child and Family Services is committed to employment and advancement based on qualification and merit and does not discriminate in favor of or in opposition to the employment of relatives. This policy applies to regular, temporary and part-time employment at ACH Child and Family Services.

For the purposes of this policy, the term “relative” shall include the following relations: relationships established by blood, marriage or legal action, this term also includes domestic partners and a son or daughter of the employee domestic partner.

ACH Child and Family Services will hire or consider employment actions concerning relatives of persons currently employed under the following circumstances:

1. Relatives do not create a supervisor/subordinate relationship
2. The relationship does not create an adverse impact in work productivity or performance
3. The relationship does not create a conflict of interest
4. They do not audit, review or evaluate the other relative’s work or performance
5. The relationship is not prohibited by any legal or regulatory mandate
6. ACH will evaluate each situation where relatives work under supervision of the same manager, and when allowed, we will take precautions to avoid all of the above, including assigning one level up supervision when the direct manager is out.

This policy must be considered in hiring, promoting or transferring any employee.

REHIRING FORMER EMPLOYEES

Applications received from former employees will be processed according to the same procedures and given consideration as afforded all external applicants for positions. ACH Child and Family Services will generally not consider for rehire any employee who has been discharged by ACH Child and Family Services for performance reasons, an act of misconduct, or who left ACH Child and Family Services without sufficient notice or good cause.

Rehired employees will not be given credit for prior service, and their credited service date will be their most recent date of hire, unless otherwise required by state and/or federal law, or with written consent of the Board and CEO.

EMPLOYMENT REFERENCES

There are potential liabilities and legal penalties associated with providing reference information, whether on or off of ACH Child and Family Services property. All employees are strictly prohibited from providing any information to inquiring parties regarding current or former employees. All mail and telephone inquiries concerning current or former employees are confidential and are to be directed to Human Resources.

Information released to inquiring parties will generally include only verification of dates of employment and positions held, unless ACH Child and Family Services is legally required by court order or subpoena to reveal additional information. Verifications of employment in response to lending or credit agencies will provide only factual, historical employment, and/or salary information and will not indicate that the individual has a guarantee or assurance of continued employment. Any current or former employee desiring the disclosure of additional information contained in the personnel file must provide an authorization for release of the information to Human Resources.

CHAPTER 3: COMPENSATION

WAGE AND HOUR/EMPLOYMENT CLASSIFICATIONS

The Fair Labor Standards Act (FLSA) contains regulations regarding the minimum wage, eligibility for overtime payment, and record keeping requirements. Positions are classified as exempt or nonexempt from the minimum wage, overtime, and record keeping provisions of FLSA based on factors such as the duties and responsibilities of the job. Exempt and nonexempt classifications are defined as:

- ✦ Exempt Employee - Any salaried employee engaged in a bona fide executive, administrative, professional, or outside sales capacity. These employees are exempt from the minimum wage, overtime, and record keeping provisions of FLSA. Human Resources will evaluate the exemption status of each position.
- ✦ Nonexempt Employee - A nonexempt employee is any salaried or hourly employee whose compensation (with respect to minimum wage and overtime payment) and hours of work must be administered in accordance with FLSA. These employees must be paid at least the current minimum wage, have records maintained of their hours worked, and receive overtime pay for any hours worked over 40 hours in a workweek.

The exempt or nonexempt status of a position has no bearing on your participation in standard ACH Child and Family Services benefit programs.

You are also classified into one of the following employment categories:

- ✦ Full-Time Employee - Any employee who is regularly scheduled to 40 or more hours per week. Full-time employees are eligible for participation in all standard ACH Child and Family Services benefit programs, as described in the employee benefit plan document.
- ✦ Part-Time Employee - Any employee who is regularly scheduled to work less than the full number of hours in a full-time workweek. Normally part-time employees are not eligible for participation in standard ACH Child and Family Services benefit programs, except as mandated by applicable law or where our eligibility requirements apply.
- ✦ Temporary Employee - Any employee who is scheduled to complete a short-term job assignment that is not ongoing in nature. Temporary employees may work any number of hours in a week. Temporary employees are not eligible for participation in standard ACH Child and Family Services benefit programs, except as mandated by applicable law.

PERFORMANCE MANAGEMENT PROCESS

The Performance management process begins in first quarter for all staff. Strategic and shared goals are aligned between employees and their supervisor. Goals make up 50% of the agreement are the “what” of roles: projects, metrics or key responsibilities that must be delivered in order to achieve ACH yearly objectives.

The second section of the agreement, 50%, focuses on ACH's Leadership Competencies. Leadership Competencies set the standards and expectations of how we deliver our goals with a forward-looking mindset. They reflect on our behaviors at work and our company culture. ACH Leadership Competencies

We encourage employees and supervisors to have continuous performance conversations throughout the year, including at least one in the middle of the year. The process ends with an annual performance review due in the first quarter of the following year. For more information on our Performance Management Process, you can make reference to our PM Guide.

ACH Leadership Competencies

Centers on ACH's Purpose: Works with passion for children and families and represents ACH with pride in the community. Advocates for behaviors and practices that are consistent with our mission and values. (Kids Can't Wait).

Drives Results: Provides exceptional services, combining critical thinking, analysis and experience to intuitively solve challenges and achieve high quality results. (The Community Is Counting on Us to Get It Right).

Collaborates with Trust: Puts "we" before "me"; believes in the power of relationships, mutual interdependencies and working together for common goals. (Relationships Get Results).

Seeks to Understand and Be Understood: Communicates with empathy, active listening and candor. Seeks out diverse perspectives and shows courage in difficult conversations. (Relationships Get Results),

Encourages Innovation: Champions new ideas and different approaches aimed at enhancing ACH services, processes and workplace. (Start with Yes).

Develops Self and Others: Fosters continuous learning that builds personal and team potential and organizational capability. Seeks growth through experiences, coaching and training. (Plan, Work & Improve Together).

Cultivates Well-Being: Nurtures wellness, physically and mentally, to sustain high quality work overtime. Strives for inclusivity and fairness; celebrates achievement. Nurtures wellness: physically and mentally, to sustain high quality work overtime. Strives for inclusivity and fairness; celebrates achievement, and fosters enjoyment and pride of work. (Plan, Work & Improve Together).

PAY INCREASES/DECREASES

Salary increases are not guaranteed or automatic. The communication of a performance evaluation does not guarantee a subsequent salary increase.

The granting of salary increases of any type will be made at management's discretion and will be subject to ACH Child and Family Services ability to fund the increase based upon its overall financial condition. The CEO, Department Director, and Human Resources must approve all salary increases and decreases that may occur.

Two common types of changes to your compensation that may occur include:

- ✦ **Promotion Increases** - An increase in responsibility and authority may result in a salary increase at the time of the promotion. The CEO will determine whether a job change represents a promotion. A promotion increase will establish a new salary review date.
- ✦ **Salary Decreases** - A decrease in salary may occur when an employee either voluntarily or involuntarily assumes a position of lesser responsibility. The employee's current salary and work experience will be considered when determining the employee's new salary.

PROFESSIONAL DEVELOPMENT RECOGNITION

Description: ACH wants to recognize the efforts of our staff to continue the development of their skills and talents in areas related to their work performance. Ongoing professional development can benefit our clients and can help ACH improve as an organization. We recognize professional development for the following accomplishments that people achieve during their employment with ACH

Advanced Degrees: Staff who earn a bachelors, masters or doctoral degree in field relevant to their position at ACH are eligible for an increase of \$1,000 to their annual salary. Employees are eligible once per degree and the degree must be from an accredited school. The effective date will be the payroll following the date of submission, no retroactive payments will be made for late or untimely submissions. Any submission made beyond six (6) months from attainment of the advanced degree will be ineligible for increase. *Licenses or Professional Certifications:* Staff earning a license relevant to their position at ACH are eligible to have the fees for the testing reimbursed and a bonus of \$500 upon receipt documentation and approvals received. This will be a one-time payment. The licenses or professional certification must be relevant to the employees' current position at ACH. (e.g. Licensed Professional Counselor, Advanced Clinical Practitioner). This amount will also be approved by the Human Resources department and in certain situations the COO. ACH does not reimburse for unsuccessful testing

Procedure for reimbursement:

Staff requesting the salary increase or bonus must submit copies of the relevant receipts and documents verifying completion (e.g. diploma, certificate, license) to their supervisor. Supervisors will verify that the degree, license, or certification is relevant to the staff's position at ACH and send to Human Resources. The request requires approval of the supervisor and human resources for payment.

EMPLOYEE BONUS REFERRAL PROGRAM

Employees will be paid a bonus of \$250 for referring a full-time or \$125 for referring a part-time new hire to ACH Child and Family Services for employment. To receive the bonus, the individual being referred must not have interviewed with or worked for ACH Child and Family Services at any time. The first 50% of the bonus will be paid upon the referred individual's date of hire, and the additional 50% will be paid upon completion of 6 months of continuous service. The employee that referred the individual must also be employed at ACH Child and Family Services at the end of the 6 months to receive the remaining 50% of the bonus.

You can receive further information regarding this program from Human Resources.

SERVICE AWARDS

You will receive service awards upon completion of 3, 5, 10, 15, and 20 years of service. Recipients will be able to choose from a variety of gifts or gift certificates to be determined by Human Resources.

RECORDING TIME

All employees are required to properly record time of arrival and departure from work on timesheets. Lunchtime is not paid time and should be reflected accordingly on your timesheet as time off or lunch. All other personal time away from work must also be recorded on the timesheet by recording time in and out. Likewise, all paid time off

(PTO) of work must be noted on the timesheet and signed by your supervisor. You are not authorized to record time in or out for other employees.

Completed timesheets are to be submitted to your supervisor for approval and processing on the last workday before payday. All timesheets are to be reviewed and initialed by your supervisor. Any timesheet correction and overtime worked should be initialed by your supervisor. Following review and approval, timesheets should be submitted to the Payroll/Accounting Department for processing.

OVERTIME

Employees classified as nonexempt will be paid at the rate of time and one-half for time actually worked that exceeds 40 hours during a workweek. Hours cannot be averaged over a two-week or payroll period. The normal workweek for payroll purposes commences at 12:00 a.m. on Sunday and continues to 11:59 p.m. on the following Saturday.

Although written approval of overtime is not required, nonexempt employees are expected to work overtime only as a result of an actual necessity to complete work, and it should be done with the prior knowledge and approval of your supervisor.

Any hours for which you receive pay but which are not actually worked (e.g., holidays, vacation, sick leave, etc.) are not considered time worked for overtime purposes. You must actually work over 40 hours in the week in which the absences occur in order to be paid at the rate of time and one-half for those hours.

If a nonexempt employee is required by management to attend an ACH Child and Family Services meeting, training or to perform work during the meeting outside of normal working hours, that time is considered time worked for purposes of calculating overtime.

A nonexempt employee may be granted time off in a week in order to prevent his/her work hours from exceeding 40 during the workweek. A nonexempt employee should never be granted time off in one week in lieu of payment for overtime worked in another week.

PAYROLL

You are paid on a bi-weekly schedule. You will be paid by deposit to your selected bank account(s). If a payday falls on a holiday, you will be paid on the preceding scheduled workday.

In the event a payroll check is needed, payroll checks will not be released to anyone other than you, except upon receipt of your written authorization specifying the individual to whom the check is to be released.

Employees who are permitted time off to attend training, conferences, and/or seminars at ACH Child and Family Services direction are compensated at their regular rate of pay for such time off. Calculation of pay for paid absences (e.g., holidays, vacation, leaves of absence, etc.) will be determined by your regular rate of pay and on the hours which you are regularly scheduled to work on that day.

Certain deductions, by law, must be withheld from your pay, including court ordered garnishments, federal income, social security, Medicare taxes, and other wage attachments required by law. Other deductions, including insurance and other benefit premiums, charitable contributions, or payment for uniforms or other work-related items, must be approved by ACH Child and Family Services and authorized in writing by you.

CHAPTER 4: BENEFITS AND QUALIFIED LEAVE TIME

BENEFITS ELIGIBILITY AND CREDITED SERVICE

The total amount of service credited to you is important in determining the levels at which you participate in various benefit programs. Generally, your total amount credited service begins with your first day of employment and consists of the total time you are in active employment. Your amount of credited service may be adjusted for any unpaid time spent on a leave of absence and for any breaks in service.

Eligibility for participation in ACH Child and Family Services benefit programs is detailed in the following benefits summaries, as well as in the summary plan descriptions. In the event that any contradiction arises between the information contained in this handbook and the official plan documentation and/or master insurance contracts, the latter will govern in all cases.

ACH Child and Family Services is not responsible or liable to any person for the acts or omissions of any insurance company or for the payment or non-payment by any such company of amounts due or claimed to be due under any insurance policy obtained by ACH Child and Family Services for the benefit of its employees.

Individuals performing services for ACH Child and Family Services as an independent contractor or through another organization or agency and who are not on ACH Child and Family Services payroll are not considered employees of ACH Child and Family Services and are not eligible for participation in ACH Child and Family Services benefit programs.

HOLIDAYS

Full-time employees are eligible to receive holiday pay. Nonexempt employees who are scheduled to work on an ACH Child and Family Services recognized holiday will be paid at their normal rate of pay for all hours worked, in addition to pay for the holiday for the same number of hours up to a maximum of 8 hours. Part-time employees not required to work on the holiday, PRN employees, temporary employees not required to work and employees on unpaid status (e.g., military leave, leave of absence, etc.) are not eligible for holiday pay. ACH Child and Family Services generally observes the following holidays annually:

New Year's Day	January 1 st
Martin Luther King, Jr. Day	Third Monday in January
Presidents' Day	Third Monday in February
Easter Holiday.....	Friday before Easter
Memorial Day	Last Monday in May
Independence Day.....	July 4 th
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24 th
Christmas Day	December 25 th

At management's discretion, any or all of these days may be designated as paid or unpaid holidays or may be determined to be normal business days. If a designated holiday falls on a weekend, management will determine whether another day will be designated as the holiday.

An ACH Child and Family Services recognized holiday is not considered time worked for overtime purposes. You must work over 40 hours in the week in which a paid holiday occurs in order to receive overtime pay.

In order to receive holiday pay, you are expected to work regularly scheduled hours on the day before and the day after a holiday, unless your supervisor has authorized the absence in advance. If you call in sick on either of the days surrounding the holiday, you may be required, at the discretion of your supervisor, to provide a health care provider's statement in order to be paid for the holiday.

Some additional pay exceptions apply to specified residential program staff. For more information employees can contact the Finance Department or the program supervisor.

TIME OFF FOR RELIGIOUS ACCOMMODATIONS

ACH Child and Family Services will consider all requests for religious accommodations. Such requests may include time off for attendance at religious services, an absence for observance of a religious holiday, or an employee's attire.

Reasonable accommodations will be made for an employee's religious beliefs, unless such an accommodation results in an undue hardship for ACH Child and Family Services.

When your religion requires attendance at religious services during a scheduled workday or requires you to be absent for observance of a religious holiday and you desire the time off, you should request time off in writing and submit it to your supervisor or the Human Resources Director at least 30 days in advance. If approved, you may use available PTO (as described in the PTO policy) or take the day(s) as unpaid. ACH Child and Family Services will allow you time off for religious observances and practices unless such accommodation is not reasonable or practical and without undue hardship on ACH Child and Family Services operations.

PAID TIME OFF (PTO)

Paid Time off Effective 4-1-2020

ACH Child and Family Services recognizes that employees need time away from work for a variety of reasons such as vacation, personal or family illness or injury, observance of a religious holiday, or other personal or family needs. For this reason, all active, regular, full-time employees receive a PTO allotment based on length of service or in special circumstances as designated by the CEO

Eligibility

- ✦ All regular, active, full-time employees are eligible to accrue PTO hours based on length of service. Exempt as well as non-exempt employees are covered under this policy.
- ✦ You are eligible to use accrued PTO hours upon completion of three (3) months of active, regular employment after receiving pre-approval from your manager for the specific dates requested. In specific cases this may be approved and authorized by the department manager. **Guidelines**

- ✦ We believe it is in the best interest of both individuals and ACH Child and Family Services that each eligible person uses their accrued PTO on a regular basis. This encourages rest and relaxation away from the workplace and provides work/home life balance. Our PTO accrual maximum policy is designed to encourage you to regularly use PTO hours rather than postponing the time and accruing inordinate balances of time. However, PTO time should be maintained to protect your pay during unexpected or long-term illness. Employees are expected to weigh their current job responsibilities and the impact on coworkers against their need to miss work in deciding whether to request time off.
- ✦ You are not allowed to accrue PTO hours in excess of your accrual maximum. Employee's that reach the maximum accrual amount for PTO hours are capped at that amount until PTO hours are used. 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.
- ✦ Requests for use of PTO hours in advance of having accrued the time (i.e., "borrowing from the future") will not ordinarily be approved. During the first three months of active, regular employment and will not be paid if taken, except for emergencies and with supervisory approval and concurrence of the department chief officer and Human Resources.
- ✦ PTO is paid at the employee's straight time rate. PTO is not part of any overtime calculation. Annualized accrual rates for exempt and non-exempt employees on a 40-hour work week schedule are determined by length of service according to the following schedule:

Effective for employees hired after 1/1/14

Length of Service	Pay Period Accrual Rate	Annual Accrual Amount	Maximum Accrual Amount
0 – 2 years	0.769 days	20 days (160 hours)	28 days (224 hours)
2 – 5 years	0.962 days	25 days (200 hours)	33 days (264 hours)
5 –15 years	1.154 days	30 days (240 hours)	38 days (304 hours)
15 + years	1.230 days	32 days (256 hours)	40 days (320 hours)

- ✦ As a point of clarification, employees start receiving the next higher accrual level upon completing the FULL 14 day pay period following their fifth or fifteenth anniversary date.
- ✦ You are responsible for managing your PTO accounts. 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 illness
- ✦ PTO must be taken in 2hour increments unless shorter times are mandated for FMLA related treatment.

- ✦ PTO hours of 5 days or more should be scheduled in writing at least 30 days in advance, PTO hours less than 5 days should be scheduled in writing 15 days in advance when possible with your supervisor. Based on the business needs of each department, management may require additional advance notice and/or designate certain specific dates on which a limited number of PTO days may be used. Approval for scheduling PTO hours will always be at the discretion of your supervisor.
- ✦ Employees using PTO for reasons requiring short notice (i. e. personal or family sudden illness or injury), should request the time off from their manager as soon as possible, but in no event wait longer than 30 minutes before the start of their regular workday.
- ✦ PTO time for illness may be used for yourself or to care for members of your immediate family living in your household.
- ✦ ACH Child and Family Services may require certification from a health care provider at any time for absences due to illness, and specifically for absences of three or more continuous days. The statement must indicate the nature of the illness or injury, as well as any restrictions upon your ability to return to work. ACH Child and Family Services reserves the right to request a second or third opinion from a health care provider to verify the illness, at the expense of ACH Child and Family Services.
- ✦ In the event of a foreseeable extended absence due to an illness, you must notify your supervisor as soon as you become aware of the need for the absence, and no later than the time you are regularly scheduled to begin work. A health care provider's statement indicating the nature and extent of the illness or injury and the expected recuperation time may be required before use of PTO for an illness is granted.
- ✦ Once you have exhausted your accrued PTO hours, additional absences will be UNPAID unless they fall under another policy.
- ✦ Time taken beyond accrued PTO hours (except those covered by Family Medical Leave of Absence, or similar regulations) or an inappropriate attendance pattern, may be considered as excessive and may be treated as a performance issue, subject to counseling and appropriate corrective action.
- ✦ To transition work during the notice period, accumulated PTO may not be used in lieu of proper notice of resignation. Requests for PTO would not ordinarily be granted once an employee has tendered his/her resignation.
- ✦ Accrued but unused PTO hours are considered to be a benefit of employment and will be paid up to, but not to exceed 80 hours (10 days) at resignation. An employee who resigns without providing and working through an appropriate notice period, or whose employment is terminated for reasons of misconduct, will not receive payment for unused, earned PTO hours. Payment for unused, earned PTO hours, not to exceed 80 hours, will be included in the final pay of an employee who resigns and works through an appropriate notice period or who is released for unacceptable performance or whose positions are eliminated through a reduction in force or reorganization. If an employee terminates prior to completing three (3) months of service, no PTO hours will be deemed to have accrued.

- ✦ If an employee transfers from regular fulltime employment to part time employment, they will be paid for accrued PTO hours up to, but not to exceed 80 hours on the next regularly scheduled payroll check.

USE of PTO TIME DURING APPROVED LEAVE OF ABSENCE

- ✦ PTO does not accrue during unpaid leaves of absence, or when short term or longterm disability benefits are paid.
- ✦ Military Leaves of Absence: All accrued but not taken PTO **may** be used; thereafter, leave is unpaid.
- ✦ Personal Leaves of Absence: All accrued but not taken PTO **must** be used; thereafter, leave is unpaid.
- ✦ Workers' Compensation: All accrued but not taken PTO time **may** be used during the first seven days of leave
- ✦ Medical Leave (not eligible for FMLA): Employees **must use** all accrued PTO, or accrued PTO **may** be used prior to Short Term Disability, if applicable.
- ✦ Accrued PTO cannot be integrated with disability benefits; the employee may not receive compensation through these combined sources in excess of 60 percent of their weekly base pay.
- ✦ PTO accruals will not be made beyond the completed pay period in which a leave of absence begins. The accruals will start again upon return to full time/active status. For example: an employee must meet the minimum number of work hours within that week in order to accrue for that week. However, if the employee completes a full 14 day pay period the employee will accrue the appropriate hours and will return to the regular payroll period accrual.
- ✦ **Effective March 2, 2020**, all new employees hired and begin employment during the middle of a period, will retroactively receive the applicable prorated hours (PTO) associated with their seniority date, within the first 45 days of beginning employment to maintain consistency with the PTO accrual schedule above. Employees leaving the organization and who return to a full-time (active status) within **18 months** of their termination date; will return to the accrual rate associated with years of service and accrual schedule.

JURY DUTY AND COURT APPEARANCES

VOTING

All full-time employees will be paid time off for jury duty or service as a witness. Part-time and temporary employees will not be paid for days for court service but may take time off without pay for such purposes. Pay will not be granted to an employee who is on unpaid status (e.g., military leave, leave of absence, etc.). You may retain any fees received from the court for service on a jury.

You must provide a copy of the court order, subpoena, or jury summons to your supervisor and human resources for approval for time off for court service as soon after receipt as possible.

There is a reasonable expectation to return to work as soon as possible if excused by the court prior to the scheduled end of the workday. Employees should discuss with their supervisor and clarify the expectations and/or options for

using PTO and returning to work. At the completion of your court service, you must present your supervisor with an official notice from the court, verifying the dates of court service.

ACH Child and Family Services will not compensate time off for personal court appearances as a party to any civil or criminal litigation, unless required by applicable law. You must arrange for time off without pay or use available PTO for such appearances. However, an employee subpoenaed or summoned as a witness in a legal proceeding involving ACH Child and Family Services operations is performing a function of employment, and time served testifying in such action is considered normal working time.

BEREAVEMENT LEAVE

Bereavement leave provides time off for you in the event of a death in your immediate family. For purposes of this policy, immediate family is defined as your spouse, child, parent, and grandparent, grandchild, sibling, and corresponding step and in-law relationships, as well as anyone living in your household.

Full-time employees may receive up to 5 days of paid time off for bereavement leave. Factors to be considered in determining the number of days to be allowed include the relationship of the family member, location of the funeral, and the time required for travel. Use of PTO and/or time off without pay may be approved at the discretion of your supervisor for additional time off or for attendance of funerals of others of special relationship to you. Part-time and Temporary employees will not be paid for days during bereavement leave but may take time off without pay when approval for such purposes.

ACH Child and Family Services reserves the right to require verification of the need for bereavement leave and/or the relationship of the deceased family member. Approval for use of bereavement leave will be at the discretion of the employee's supervisor.

FAMILY AND MEDICAL LEAVE OF ABSENCE

Family medical leave starts when an employee notifies his/her supervisor the need leaves for personal or family leave. The use of leave time such as paid time off or short-term disability runs concurrently with family medical leave. Family medical leave is not optional if you meet the eligibility requirements. All time, paid or unpaid, will count towards your 12 weeks or 480 hours. If there is any conflict the agency will comply with the information included in the Act or stated in the poster.

- ✦ For a copy of FMLA poster please visit the link:
<https://www.dol.gov/whd/regs/compliance/posters/fmla.htm>

Eligibility

Employees who work at an ACH Child and Family Services location with 50 employees within 75 miles and who have completed at least 12 months and 1,250 hours of service with ACH Child and Family Services, including previous service, will be eligible for up to 12 weeks of paid and/or unpaid leave of absence for certain family care and medical reasons in any rolling 12-month period. You may elect but are not required to use available PTO if the leave is for the care of a newborn, adopted, or foster child, and no serious health condition exists. The 12-month period will be measured backward from the date you use leave and include both paid and unpaid leaves. Each time you use leave, the remaining leave available will be the balance of the 12 weeks that has not been used during the immediately

preceding 12-month period. Generally, employment periods prior to a break in service of seven years or more, will not be counted in determining whether the employee has completed at least 12 months of service.

Employees who do not qualify for a family and medical leave of absence will not be granted a leave of absence for leave under this policy. If an ineligible employee takes a leave of absence, reinstatement is not guaranteed. If terminated, you must follow the normal job application procedures required of external candidates if you desire to be re-employed by ACH Child and Family Services.

Human Resources will review FMLA requirements and qualifications and inform any employee requesting leave as to whether he/she is eligible for family or medical leave or the protections provided by the Family and Medical Leave Act.

Use of Family and Medical Leave

You may use family and medical leave for care of a newborn, adopted, or foster child, or for placement of an adopted or foster child with you. Leave for such purposes must be taken in one consecutive period and must be completed within twelve months following the birth or the placement. However, this leave does not have to be taken immediately following the birth or placement of the child.

Care of a spouse, child, or your parent (not in-laws) with a serious health condition will qualify for use of family and medical leave. Your own serious health condition that prevents you from performing your job duties and responsibilities will qualify for use of family and medical leave.

If a husband and wife are both employed by ACH Child and Family Services, both individuals will not be provided with twelve weeks of available leave time if the leave of absence is taken for the birth of a child, placement of a child with you for adoption or foster care, or to care for your parent with a serious health condition. A combined total of 12 weeks will be available in these circumstances.

Qualifying serious health conditions include illnesses, injuries, impairments, or physical or mental conditions that involve:

- ✦ inpatient care in a hospital, hospice, or residential medical care facility; or
- ✦ an absence of more than three consecutive calendar days requiring treatment two or more times by the health care provider or treatment by the health care provider on at least one occasion, followed by a regimen of continuing treatment: or
- ✦ pregnancy; or
- ✦ chronic conditions requiring periodic treatments by a health care provider, even when absences are of less than three days in duration (including asthma, diabetes, epilepsy, etc.); or
- ✦ a period of incapacity which is permanent or long-term and the patient is under the continuing supervision of a health care provider (e.g., Alzheimer's or a severe stroke); or
- ✦ any period of absence to receive multiple treatments, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days if not treated (e.g., chemotherapy, therapy, dialysis, etc.)

Absences due to a work-related injury or illness, whether paid or unpaid, which qualify as a serious health condition will be considered absences under this policy, and time off will be deducted from the maximum annual 12-week leave entitlement period.

Requesting Leave

In the event of foreseeable leaves, you must provide 30 days' notice to your supervisor by completing a leave of absence request form. If a 30-day notice is not possible, you must provide notification as soon as you become aware of the need for the leave. If leave is unforeseeable you must notify ACH Child and Family Services within two business days after leave has started. Employees are still required to follow the proper call in procedure for unscheduled absences.

When planning medical treatment, you must make a reasonable effort to schedule medical leave so as not to unduly disrupt ACH Child and Family Services operations, subject to the approval of the health care provider.

Once the request for the leave has been submitted, or ACH Child and Family Services becomes aware of a qualifying absence, written or verbal notification will be provided to you within five business days that the leave is designated and will be counted as family or medical leave. If the notice is verbal, it will be confirmed in writing no later than the following payday.

Certification

When leave is taken due to the serious health condition of either you or an eligible family member, you must provide written certification of the need for the leave from a health care provider to Human Resources.

ACH Child and Family Services reserves the right to request a second opinion from a health care provider chosen by ACH, at ACH Child and Family Services expense. In the event of a disagreement between the opinions of your health care provider and ACH Child and Family Services, a third and binding medical opinion may be sought, also at ACH Child and Family Services expense.

ACH Child and Family Services may request that you submit re-certification from the health care provider, at your expense, to support a continuing medical leave every 30 days during the duration of the leave. Re-certification on a more frequent basis may be required if:

- ✦ you request an extension of leave; or
- ✦ circumstances described by the previous certification have changed significantly; or
- ✦ ACH Child and Family Services management receives information that casts doubt on the continuing validity of the most recent certification.

In the event that appropriate certification or re-certification is not provided, the leave of absence will not be granted or continued, and you will be subject to ACH Child and Family Services policies regarding absences.

Intermittent or Reduced Schedule Leave

Leave taken because of the serious health condition of either you or an eligible family member, or qualifying exigency or military caregiver, may be taken on an intermittent or reduced work schedule basis if:

- ✦ Such an arrangement is certified by the health care provider to be medically necessary; or
- ✦ You must provide care or psychological comfort to an eligible relation with a serious health condition, as certified by the health care provider.

An employee who requests an intermittent or reduced work schedule leave must make a reasonable effort to schedule leave so as not to unduly disrupt ACH Child and Family Services operations.

For a qualifying exigency arising out of the fact that your spouse, son, daughter, or parent is covered military member defined as: National Guard or Reserves or retired member of Regular Armed Forces or Reserves on federal active duty in a foreign country or is called to federal active duty in foreign country provided that such duty is in support of

a contingent operation or regular Armed Forces deployed to a foreign country regardless of the nature of the service performed in that foreign country and regardless of whether it is in support of a contingent operation.

Only the amount of time actually away from work will be deducted from the total amount of leave available. Intermittent or reduced work schedule leaves will be granted in increments of at least (15) minutes.

During any period in which you are on an intermittent or reduced work schedule, ACH Child and Family Services may, at its discretion, temporarily transfer you to an alternative position with equivalent pay and benefits that better accommodates the recurring leave.

ACH Child and Family Services may, at its discretion, determine to place an employee who is on a leave of absence in a light duty position, if one is available and your health care provider certifies your ability to perform the duties of that position. You are not obligated to accept a light duty position. Employees who agree to such arrangements will continue to have the right to restoration to their original or an equivalent job until the reason for the leave ends or a total amount of 12 weeks has expired, whichever occurs first. The total leave time will include all time not worked due to the serious health condition.

Notification During the Leave

You may be required to contact your supervisor or Human Resources at least every other week in order for ACH Child and Family Services to remain aware of your progress and anticipated longevity of the leave of absence. Failure to contact your supervisor and Human Resources as required by this policy may result in denial or delay of the leave or restoration of employment.

Return from Leave

When the reason for a family or medical leave ends (for example, a serious health condition no longer exists), you are no longer eligible for leave under this policy and are expected to return to work promptly.

When leave is taken due to your own serious health condition, a release from the health care provider will be required prior to your return to work, certifying that you are able to return to work and can perform the essential functions of the job, with or without reasonable accommodation. You will not be allowed to return to work until a release has been obtained. You are expected to return to work immediately following the health care provider's release.

If you fail to return to work on the next workday following the expiration of an approved leave or release by the health care provider, you will be deemed to have abandoned your job and voluntarily resigned from employment.

If you decide to voluntarily terminate employment, you should notify Human Resources as soon as possible. The employment relationship will be terminated, and your entitlement to reinstatement, continued leave, and health insurance benefits will cease. You and your covered dependents will be provided the opportunity to continue insurance benefits as described by COBRA and State requirements.

Reinstatement

After the leave period has ended, you generally will be restored to your former position, or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment, if you return to work within the 12-week period, or 26-week period for those who are using Military Caregiver Leave. ACH Child and Family Services will attempt to restore an employee who is not eligible for 12 weeks of leave to his/her position;

however, reinstatement is not guaranteed. Reinstatement to the same or an equivalent position is contingent upon your continued ability to perform all essential functions of the job, with or without reasonable accommodation.

Additionally, employees who are considered “key employees” under the provisions of the Act may be denied reinstatement if the reinstatement would result in substantial and grievous economic injury to ACH Child and Family Services operations and if the employee was provided the appropriate notice, stating such, at the commencement of his/her leave. A key employee is a salaried FMLA-eligible employee who is among the highest paid 10% of ACH Child and Family Services entire workforce within 75 miles of the employee’s worksite.

If you do not return to work when the reason for the leave ends or at the end of the 12-week period, whichever occurs first, you may not be reinstated. Reasonable accommodations requested by the employee will be considered on a case-by-case basis when determining reinstatement provisions. In the event of termination, the effective date of termination will be the last day of the authorized leave period. You must then follow the normal job application procedures required of external candidates if you desire to be re-employed by ACH Child and Family Services.

If you fraudulently obtain leave, you will not be entitled to benefits under this policy, and employment will be terminated.

There are limited circumstances in which you may not be reinstated from leave (e.g., in the event of a reduction-in-force). You have no greater right to reinstatement or to other benefits and conditions of employment than if you had been continuously employed during the FMLA leave period.

Insurance Continuation

During the leave, you will be permitted to retain your current health, dental, life, etc. insurance coverage as specified in the provisions of ACH Child and Family Services policy, with ACH Child and Family Services paying the employers’ portion of the premiums as indicated.

During any paid portion of a leave, your portion of premiums will continue to be taken as a regular payroll deduction.

During unpaid leave, you will be required to submit payments for your portion of health, dental, life, etc. insurance premiums if you desire to maintain coverage. If you fail to submit your portion of insurance premium payments, ACH Child and Family Services may pay your unpaid premiums in order to ensure reinstatement of insurance coverage upon your return to work.

You will be responsible for repayment of any insurance premium costs borne by ACH Child and Family Services for continuation of insurance during the leave should you fail to return to work at the conclusion of the leave period for reasons other than a serious health condition which qualifies under the leave provisions or circumstances beyond your control.

ACH Child and Family Services will not make payments on your behalf for any other insurance which you may have elected, including supplemental term life and short-term disability insurance. You must continue to submit all required premiums for such plans during any unpaid portion of your leave, or the insurance coverage will be discontinued in accordance with the respective plan provisions. You will be reinstated to coverage within 30 days of returning to work, as described within the Section 125 qualifying event. **Benefits Eligibility**

An employee on unpaid family or medical leave of absence does not accrue seniority or benefits such as vacation. However, a family or medical leave of absence cannot be counted as a break in service for purposes of vesting or eligibility for participation in a pension or other retirement plan.

Family and Medical Leave Pay

Accrued and accumulated PTO may be taken prior to beginning unpaid leave status if the leave is due to a serious health condition of a spouse, child, parent or the employee. You may elect but may not be required to use available PTO if the leave is for the care of a newborn, adopted, or foster child, and no serious health condition exists.

Military Caregiver Leave

National Defense Authorization Act (NDAA) as added to FMLA permits a spouse, son, daughter, parent, or next of kin (as defined by the US Department of Labor) to take up to a combined total of 26 workweeks of FMLA leave within a single 12 month period to care for a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness. Coverage includes a services member's serious illness or injury that existed before the beginning of the service member's active duty which was aggravated by service in the line of duty on active duty. Covered service member includes a veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness and who was a member of the Armed Forces within the prior five years.

The single 12-month period begins on the first day the eligible employee takes FMLA leave and ends 12 months after that date. Eligible employees are not entitled to more than 12 weeks for traditional FMLA, even if less than 14 weeks are taken to care for a covered service member.

Qualifying Exigency Leave

The NDAA also permits an employee to take up to 12 weeks FMLA leave for any qualifying exigency arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on active duty or has been notified of an impending call or order to active duty in the Armed Forces in support of a contingency operation. Employee may use available PTO during leave.

For a qualifying exigency arising out of the fact that your spouse, son, daughter, or parent is covered military member defined as: National Guard or Reserves or retired member of Regular Armed Forces or Reserves on federal active duty in a foreign country or is called to federal active duty in foreign country provided that such duty is in support of a contingent operation or regular Armed Forces deployed to a foreign country regardless of the nature of the service performed in that foreign country and regardless of whether it is in support of a contingent operation.

Qualifying Exigency includes:

- ✦ Short Notice Deployment - 7 or fewer days' notice of deployment provided
- ✦ Military events and related activities - official ceremonies and the like
- ✦ Childcare and school activities - arrange alternative childcare
- ✦ Financial and legal arrangements - powers of attorney
- ✦ Counseling - provided need arises from call to active duty

- ✦ Rest and recuperation - up to 5 days to spend time with service member
- ✦ Post deployment activities - arrival ceremonies
- ✦ Additional activities - to address other events which arise out of active duty

MILITARY LEAVE

Employees who are members of a uniformed service or who make application for membership in a uniformed service will be given the required time off for the performance of duty, including active duty, active duty for training, initial

active duty for training, inactive duty training, full-time National Guard duty, and the time necessary to be absent from employment for an examination to determine fitness to perform any of these duties. Uniformed services generally include the Armed Forces, the Army National Guard, and the Air National Guard. You or an officer of the service must give ACH Child and Family Services advance notice, either written or verbal, of your need for military leave, unless advance notice is precluded by military necessity (as determined by the Secretary of Defense) or is otherwise not within your control. You should give notice and provide a copy of any official papers as soon as possible after receipt of military orders so that any necessary scheduling arrangements can be made. Failure to provide adequate notice may result in a denial of reinstatement.

Upon notification of the employee's need for leave or upon the employee's request to Human Resources, you will be provided with information regarding your rights and responsibilities for military leave.

ATTENDANCE AND PUNCTUALITY

You are expected to be at your work area and ready to begin work at the assigned starting time. Absences caused by serious illness or injury are often unavoidable. However, regardless of the validity of the reason, absenteeism often results in delays and creates an extra workload for other employees who are in attendance as expected.

In the event of an unforeseen illness or an emergency situation requiring you to be late or absent from work, you are to notify your supervisor no later than the time you are regularly scheduled to begin work. Calls to nondesignated personnel or messages left on voicemail will not be considered appropriate notification. Notice must be given as to the nature of the illness or other reason for the absence or tardiness. Calls from individuals other than you will not be accepted as appropriate notice unless approved by your supervisor.

Any employee who is absent from work for one full day without proper notification to his/her supervisor may be considered to have abandoned his/her job and voluntarily resigned from employment.

ACH Child and Family Services may require certification from a health care provider at any time for absences due to illness. A health care provider's statement is required upon return to work for any absence of three or more continuous days due to illness or injury. After three occurrences of illness or injury within any 90-day period, you may be required to present a health care provider's statement upon your return to work from any subsequent occurrence, regardless of the number of days you are absent.

The health care provider's statement must indicate the nature of the illness or injury, as well as any restrictions upon your ability to return to work. ACH Child and Family Services reserves the right to request a second and/or third opinion from a health care provider to verify the illness, at the expense of ACH Child and Family Services.

SEVERE WEATHER

Occasionally, severe weather may create a serious transportation hazard and make it difficult for you to arrive at work. ACH Child and Family Services evaluates such situations carefully before determining whether an office closing is warranted.

You should report to work unless the weather proves to be an actual safety threat or an office closing has been announced. You are expected to use appropriate discretion in determining whether to attempt to come to work. You are expected to notify your supervisor as soon as possible if you will be late or absent from work due to severe weather.

Employees who are scheduled to work on a day on which ACH Child and Family Services is officially closed, opens late, or closes early will receive their normal pay for the day, unless they arrive after or leave prior to the time the

closing was effective. Any employee who previously scheduled PTO or called in with an excused absence will be charged with the time off as originally scheduled.

Nonexempt employees will not be paid for time missed due to severe weather unless they use available PTO. Based upon individual circumstances, your supervisor may allow you to make up any missed time due to severe weather if the time is made up within the same workweek. Unless work is unavailable due to office closure or other arrangements have been made, exempt employees must use available PTO in the event of an absence due to severe weather.

MEDICAL INSURANCE

All full-time employees are eligible to participate in ACH Child and Family Services group medical insurance plan immediately upon employment. ACH Child and Family Services currently pays a portion of the premiums for individual coverage for eligible employees. Insurance premiums for dependents are established at annual renewal. You are responsible for the amount of the premium not covered by ACH Child and Family Services. These premiums will be deducted from your pay and can be deducted on a pre-tax basis, if you so choose. During unpaid leave, you will be required to submit payments for your portion of health, dental, life, etc. insurance premiums if you desire to maintain coverage. If you fail to submit your portion of insurance premium payments, ACH Child and Family Services may pay your unpaid premiums in order to ensure reinstatement of insurance coverage upon your return to work. Arrangements for reimbursements for these amounts from you to ACH Child and Family Services must be completed with Payroll and Human Resources.

You will receive information from Human Resources regarding insurance benefits upon eligibility for enrollment.

DENTAL INSURANCE

All full-time employees are eligible to participate in ACH Child and Family Services group dental insurance plan immediately upon employment.

ACH Child and Family Services currently pays a portion of the premiums for individual coverage for eligible employees. Insurance premiums for dependents are established at annual renewal. You are responsible for the amount of the premium not covered by ACH Child and Family Services. These premiums will be deducted from your pay and can be deducted on a pre-tax basis, if you so choose. During unpaid leave, you will be required to submit payments for your portion of health, dental, life, etc. insurance premiums if you desire to maintain coverage. If you fail to submit your portion of insurance premium payments, ACH Child and Family Services may pay your unpaid premiums in order to ensure reinstatement of insurance coverage upon your return to work. Arrangements for reimbursements for these amounts from you to ACH Child and Family Services must be completed with Payroll and Human Resources.

You will receive information from Human Resources regarding insurance benefits upon eligibility for enrollment.

SECTION 125 PLAN FLEXIBLE SPENDING ACCOUNTS

Flexible Spending Accounts allow participants to use pre-tax dollars to pay for out of pocket medical expenses, dependent care expenses and employer-sponsored medical related insurance premiums.

CONTINUING INSURANCE COVERAGE (COBRA)

You and covered family members may be permitted to temporarily extend insurance coverage at group rates under The Consolidation Omnibus Budget Reconciliation Act (COBRA) in instances where coverage under the plan would otherwise end. You may also be eligible for state-mandated continuation rights after COBRA coverage ends. Plans for which coverage may be continued include health, vision, and dental insurance.

ACH Child and Family Services will mail to you and your participating dependents complete information regarding insurance continuation and/or conversion rights and responsibilities upon enrollment in the group insurance plan(s). Additionally, when a qualifying event occurs, you and your covered family members will be mailed more information regarding your right to choose continuation and/or conversion of coverage and the applicable time frames for election of coverage.

LIFE INSURANCE

All full-time employees are eligible to participate in ACH Child and Family Services group life insurance plan immediately upon employment.

The insurance plan pays your designated beneficiary (ies) an amount based on your annual base salary. The full cost of the insurance premium is paid for by ACH Child and Family Services; however, you may purchase additional life insurance for you, your spouse, and your children.

While on any unpaid leave of absence, you will be required to submit payments for your portion of the premiums to ACH Child and Family Services in order to maintain insurance coverage. During unpaid leave, you will be required to submit payments for your portion of health, dental, life, etc., insurance premiums if you desire to maintain coverage. If you fail to submit your portion of insurance premium payments, ACH Child and Family Services may pay your unpaid premiums in order to ensure reinstatement of insurance coverage upon your return to work. Arrangements for reimbursements for these amounts from you to ACH Child and Family Services must be completed with Payroll and Human Resources.

You will receive information from Human Resources regarding insurance benefits upon eligibility for enrollment.

SHORT-TERM DISABILITY INSURANCE

Full-time employees are eligible to participate in the short-term disability plan on the first of the month following your first day of employment. The plan provides wage replacement at 60% of your income, up to \$500 weekly in the event you are disabled and unable to work for more than 8 days up to 6 months. You must pay the full cost of short-term disability insurance coverage based on age and salary.

You will receive information from Human Resources regarding insurance benefits upon eligibility for enrollment.

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

Full-time employees are eligible to participate in the accidental death and dismemberment insurance plan immediately upon employment. Accidental death and dismemberment insurance pays benefits if you are seriously injured or die as the result of an accident.

You will receive information from Human Resources regarding insurance benefits upon eligibility for enrollment.

LONG-TERM DISABILITY INSURANCE

Full-time employees are eligible to participate in the long-term disability plan immediately upon employment. The plan provides wage replacement at 60% of your income, up to \$500 weekly in the event you are disabled and unable to work for more than 6 months. ACH Child and Family Services pays the full cost of long-term disability insurance coverage.

You will receive information from Human Resources regarding insurance benefits upon eligibility for enrollment.

401(k) PLAN

All employees who are at least 21 years of age are eligible to participate in ACH Child and Family Services 401(k) plan on the first day of the month after six (6) months of continuous employment. Upon enrollment, you may contribute between 1% and 20% of your compensation each pay period on a pre-tax basis to your 401(k) account. ACH Child and Family Services will match 100% of your contribution up to a total of 3% of your gross wages and will match 50% of the next 2% of your gross wages as determined by Human Resources and IRS regulations.

Effective May 1, 2020, all staff who have or as of date of hire will in the future reach their 6 month eligibility requirement, will be automatically enrolled in the ACH 401k retirement plan at a 3% participation rate with the corresponding company match, **unless they either elect not to participate (at that time) or elect a higher or lower percentage**. Every employee should review and indicate their respective choice during the initial enrollment.

Please Note: Under the plan Safe Harbor rules, you have the right to make changes to your participation, as needed or desired (i.e. increase/decrease contribution or stop/ restart).

As another plan enhancement, ACH has added a ROTH (Post Tax) option, which will also be subject to company matching. The Roth option allows you to contribute **after tax** dollars to your 401k, which will not only grow tax free, but will not subject to federal income tax when a distribution is made, on /after an individual attains the age of 59 1/2.

You will always be fully vested in the funds that you contribute into your 401(k) account as well as the matching funds paid to your account.

You will receive information from Human Resources regarding this benefit upon eligibility for enrollment.

ADDITIONAL BENEFITS

TelaDoc available for full time and part time employees

With Teladoc, you have 24/7 access to talk to a doctor by phone to get a diagnosis, treatment options, and a prescription if necessary. Teladoc is a great option for common medical issues such as colds, flu, poison ivy, respiratory infections, bronchitis, pink eye, sinus problems, allergies, urinary tract infections and ear infections.

Save time and money by using Teladoc when appropriate. You can speak with a physician from home or work with NO co-pay or bi-weekly deduction.

Aetna Resources for Living available for full time and part time employees

Balancing your work and life is not always easy. With Aetna Resources for Living, you have access to services for all aspects of your wellbeing, including emotional support, legal, and financial. It is free confidential and available for you and your household members 24 hours a day, 365 days a year.

WORKERS COMPENSATION

Workers' compensation insurance is maintained by ACH Child and Family Services to provide compensation to all employees (including full-time, part-time, and temporary employees) for loss of wages due to injury or illness that occurs in or as a result of employment and also pays necessary related medical expenses, according to applicable state law. The Texas Department of Insurance has created a system of healthcare networks with contracts with carriers and healthcare providers. ACH Child and Family Services participates in a Workers Compensation network.

You may elect to decline such coverage if, no later than five days after beginning employment, you notify Human Resources in writing that you wish to retain your common law right of action. In such an instance, you would not be covered by the insurance plan and would not be able to obtain workers' compensation income or medical benefits in the event of a job-related injury or accident. Additionally, your employment may be terminated immediately, as coverage under workers' compensation insurance is a condition of employment with ACH Child and Family Services.

All job-related injuries and accidents, regardless of the need for medical attention or severity of the injury or illness must be reported immediately to your supervisor or the Human Resources Director. If you require medical attention, you will be sent to a health care provider or hospital for appropriate medical treatment. If necessary, your designated emergency contact will be notified of the illness or injury.

Workers' compensation payments that you receive while on a workers' compensation leave of absence will not be supplemented by any available PTO. However, compensation benefits do not cover the first seven (7) days off. During the first seven (7) days you may use available PTO time until workers' compensation benefits begin. Following a work-related injury or illness; you will only receive benefits available through workers' compensation insurance. If you incur a work-related injury or illness you cannot substitute paid time off benefits for workers' compensation benefits. You are required to accept workers' compensation benefits if provided by the state. If you qualify for FMLA you will automatically be approve for FMLA if you are unable to work due to a work-related injury.

CHAPTER 5: SEPARATION

RESIGNATION

You are expected to provide appropriate advance written notice of your intent to resign. Failure to provide and to be available to work through the appropriate notice of resignation may result in ineligibility for re-employment and forfeiture of payment for any available PTO. Your notice period may not include PTO. Your date of termination will be the last day you actually worked.

At least two weeks' written notice to your supervisor is expected prior to the effective date of resignation. You should state the effective date of termination and the reason for resigning. A resignation is irrevocable, unless approval to rescind it is provided by the CEO.

ACH Child and Family Services may permit you to continue employment during the notice period or accept the resignation immediately or at any time during the notice period and pay you for the remainder of the notice period, up to a maximum of two weeks.

Available PTO up to a maximum of ten (10) days will be paid to you upon termination. If you terminate employment before completing six (6) months of service, no PTO benefits will be deemed to have accrued and you will receive no payment.

JOB ABANDONMENT

You are expected to provide appropriate notice if you are unable to work. Any employee who is absent from work without notice to his/her supervisor will be considered to have abandoned the job and resigned from employment with ACH Child and Family Services after one full day of absence. The effective date of termination will be the last day on which the employee was at work.

An employee who abandons the job will be paid only for each day actually worked. No payment for available PTO will be made to an employee who abandons the job.

PERFORMANCE-BASED TERMINATION

Performance-based terminations are initiated by ACH Child and Family Services for unacceptable job performance (see *Operation* section - *Standards of Conduct* and *Unsatisfactory Performance, Behavior, and Conduct*).

The effective date of termination will be the last day on which you were at work. PTO up to a maximum of ten (10) days will be paid to an employee who is terminated for reasons of unacceptable job performance, unless the employee has less than three (3) months of service.

MISCONDUCT-RELATED TERMINATION

Misconduct-related terminations are initiated by ACH Child and Family Services for inappropriate conduct or behavior (see *Operations* section - *Standards of Conduct* and *Unsatisfactory Performance, Behavior, and Conduct*).

The effective date of termination will be the last day on which you were at work. No payment for available PTO will be made when an employee is terminated for reasons of misconduct.

RETIREMENT

Retiring employees are expected to provide written advance notice of their intent to retire in order for ACH Child and Family Services to plan for the replacement of their position and at least a two week notice. Your retirement date will be the last day you actually worked. Once written notice is given the notice cannot be rescinded unless by the approval of the CEO.

Any available PTO up to a maximum of ten (10) days will be paid to you upon retirement.

MEDICAL SEPARATION

A medical separation is a release initiated by either you or ACH Child and Family Services when you are unable, for health reasons, to continue to work. A medical separation will not affect your eligibility for continued receipt of workers' compensation, PTO, up to a maximum of ten (10) days, or other disability payments for which he/she is eligible.

TERMINATION PROCEDURES

In the case of voluntary separation, you will generally be interviewed by Human Resources on or before your last day of employment. This exit interview will be conducted to give you an opportunity to discuss your reasons for leaving, as well as for ACH Child and Family Services to gain information that might improve policies, working conditions, or procedures.

For both voluntary and involuntary terminations, the following items may be discussed, if applicable, either in the exit interview or at the time of termination:

- status of benefits
- final pay
- PTO
- separation payments

Resigning employees will receive their final pay on the next regularly scheduled payday. Employees terminated by ACH Child and Family Services will be paid within six calendar days from the date of termination.

You must refrain from discussing the reason(s) surrounding an employee's termination unless the individual(s) with whom the information is discussed have a business-related need to know such information.