

Delaware Symphony Association Employee Handbook



Revised January 1, 2018

EMPLOYEE RECEIPT AND ACCEPTANCE

I hereby acknowledge receipt of a copy of the current DSA Employee Handbook. I understand that it is my continuing responsibility to know its contents.

I understand and agree that the Employee Handbook is not an employment contract for any specific period of employment or for continuing or long-term employment. Therefore, I acknowledge and understand that unless I have a written employment agreement with DSA that provides otherwise, I have the right to resign from my employment with DSA at any time with or without notice and with or without cause, and that DSA has the right to terminate my employment at any time with or without notice and with or without cause.

I agree to return my copy of the Employee Handbook at the end of my employment.

(signature)

(date)

(print name)

CONFIDENTIALITY POLICY

Any information that an employee learns about DSA, its Board members, its Members or its donors as a result of working for DSA that is not otherwise publicly available information constitutes confidential information.

The disclosure, distribution, electronic transmission, or copying of DSA's confidential information to anyone not related to the DSA is prohibited. Any such disclosure will make the employee subject to disciplinary action (including separation). In circumstances where there is a question about disclosure, the Executive Director should be consulted and approve the disclosure before it occurs.

Discussions involving sensitive information should always be held in confidential settings to safeguard the confidentiality of the information. Conversations regarding confidential information generally should not be conducted on cellular phones, or in elevators, restrooms, restaurants, or other places where conversations might be overheard.

I understand the above policy and will not disclose DSA confidential information.

(signature)

(date)

(print name)

**DELAWARE SYMPHONY ASSOCIATION EMPLOYEE HANDBOOK
TABLE OF CONTENTS**

I. MISSION, VISION, AND CORE VALUES	1
II. OVERVIEW	1
III. EMPLOYMENT AT-WILL	1
IV. EQUAL EMPLOYMENT OPPORTUNITY	2
V. POLICY AGAINST WORKPLACE HARASSMENT.....	2
VI. SOLICITATION	4
VII. CODE OF ETHICAL CONDUCT	4
VIII. DRUG AND ALCOHOL POLICY	5
IX. SMOKING POLICY	6
X. WORKPLACE SOLICITATION	6
XI. ZERO TOLERANCE FOR WORKPLACE VIOLENCE	6
XII. NON-SOLICITATION AFTER EMPLOYMENT	7
XIII. HOURS OF WORK, ATTENDANCE AND PUNCTUALITY	7
XIV. EMPLOYMENT POLICIES AND PRACTICES	8
XV. POSITION DESCRIPTION AND SALARY ADMINISTRATION	8
XVI. WORK REVIEW	9
XVII. ECONOMIC BENEFITS AND INSURANCE	9
XVIII. CHILD SUPPORT REPORTING REQUIREMENTS	10
XIX. SALARY DEDUCTION POLICY FOR EXEMPT EMPLOYEES	10
XX. LEAVE BENEFITS AND OTHER WORK POLICIES	11
(Holidays, Vacation, Sick Leave, Personal Leave, Military Leave, Civic Responsibility, Parental Leave, Bereavement Leave, Extended Personal Leave, Severe Weather Conditions, Meetings and Conferences, Dress, Gifts and Gratuities, Complimentary Tickets)	
XXI. REIMBURSEMENT OF EXPENSES	15
XXII. SEPARATION	15
XXIII. RETURN OF PROPERTY	17
XXIV. REEMPLOYMENT	17
XXV. PERSONNEL RECORDS	17
XXVI. EMPLOYMENT OF RELATIVES	18
XXVII. INTRODUCTORY PERIOD	18
XXVIII. REFERENCES/BACKGROUND CHECKS	18
XXIX. WORK ELIGIBILITY RECORDS	18
XXX. OUTSIDE EMPLOYMENT	19
XXXI. HIPAA PRIVACY AND SECURITY COMPLIANCE	19
XXXII. IDENTITY THEFT PROTECTION	20
XXXIII. COMPUTER AND INFORMATION SECURITY	20
XXXIV. SAFETY & EMERGENCY	22

I. MISSION, VISION, AND CORE VALUES

MISSION: The Delaware Symphony Orchestra is dedicated to enriching lives through inspiring musical experiences.

VISION: The Delaware Symphony Orchestra will be valued and praised for performances that inspire, enrich, and enlighten the lives of audiences everywhere.

CORE VALUES: Building and Sustaining Trust; Commitment to Quality; Access for All; Curiosity, Openmindedness, and Exploration; and Fiscal Responsibility.

II. OVERVIEW

The DSA Employee Handbook (the "Handbook") has been developed to provide general guidelines about DSA policies and procedures for employees. It is a guide to assist employees in becoming familiar with some of the privileges and obligations of their employment, including DSA's policy of employment at-will. None of the policies or guidelines in the Handbook is intended to give rise to contractual rights or obligations, or to be construed as a guarantee of employment for any specific period of time, or any specific type of work. Additionally, with the exception of the employment at-will policy, these guidelines are subject to modification, amendment or revocation by DSA at any time, without advance notice.

The personnel policies of DSA are established by the Board of Directors, which has delegated authority and responsibility for their administration to the Executive Director. The Executive Director may, in turn, delegate authority for administering specific policies. Employees are encouraged to consult the Executive Director for additional information regarding the policies, procedures, and privileges described in this Handbook. Questions about personnel matters also may be reviewed with the Executive Director.

DSA will provide each individual a copy of this Handbook upon employment. All employees are expected to abide by it. The highest standards of personal and professional ethics and behavior are expected of all DSA employees. Further, DSA expects each employee to display good judgment, diplomacy, and courtesy in their professional relationships with members of DSA's Board of Directors, Music Director, Executive Director, committees, membership, patrons, staff, and the general public.

III. EMPLOYMENT AT-WILL

Unless an employee has a written employment agreement with DSA which provides differently, all employment at DSA is "at-will." This means that employees may be terminated from employment with DSA with or without cause, and that employees are free to leave employment by DSA with or without cause. Any representation by any DSA officer or employee contrary to this policy is not binding upon DSA unless it is in writing and is signed by the Executive Director with the approval of the Board of Directors.

IV. EQUAL EMPLOYMENT OPPORTUNITY

DSA follows the letter and spirit of all federal, state, and local employment laws and is committed to equal employment opportunity. To that end, the Board of Directors and Executive Director of DSA will not discriminate against any employee or applicant in a manner that violates the law. DSA is committed to providing equal opportunity for all employees and applicants without regard to race, color, religion, national origin, sex, age, marital status, sexual orientation, disability, political affiliation, personal appearance, family responsibilities, matriculation or any other characteristic protected under federal, state or local law. Each person is evaluated on the basis of personal skill and merit. DSA's policy regarding equal employment opportunity applies to all aspects of employment, including recruitment, hiring, job assignments, promotions, working conditions, scheduling, benefits, wage and salary administration, disciplinary action, termination, and social, educational, and recreational programs. The Executive Director shall act as the responsible agent in the full implementation of the Equal Employment Opportunity policy.

DSA will not tolerate any form of unlawful discrimination. All employees are expected to cooperate fully in implementing this policy. In particular, any employee who believes that any other employee of DSA may have violated the Equal Employment Opportunity policy should report the matter to the Executive Director.

If DSA determines that a violation of this policy has occurred, it will take appropriate disciplinary action against the offending party, which can include counseling, warnings, suspension or termination. Employees who report, in good faith, violations of this policy and employees who cooperate with investigations into alleged violations of this policy will not be subject to retaliation. Upon completion of the investigation, DSA will inform the employee who made the complaint the results of the investigation.

DSA is also committed to complying fully with applicable disability discrimination laws, and ensuring that equal opportunity in employment exists at DSA for qualified persons with disabilities. All employment practices and activities are conducted on a non-discriminatory basis. Reasonable accommodations will be available to all qualified disabled employees, upon written request, so long as the potential accommodation does not create an undue hardship on DSA. Employees who believe that they may require an accommodation should discuss these needs with the Executive Director. Employees should contact the Executive Director if they have any questions regarding this policy.

V. POLICY AGAINST WORKPLACE HARASSMENT

DSA is committed to providing a work environment for all employees that is free from all types of discriminatory harassment. Employees are expected to conduct themselves in a professional manner and to show respect for their co-workers. DSA's commitment begins with the recognition and acknowledgment that sexual harassment and other types of discriminatory harassment are, of course, unlawful. DSA has a policy against workplace

harassment and a reporting procedure for employees who may have been subjected to or witnessed harassment. This policy applies to all work-related settings and activities, whether inside or outside the workplace, and includes business trips and business-related social events. DSA's property (e.g. telephones, copy machines, facsimile machines, computers, and computer applications such as e-mail and Internet access) may not be used to engage in conduct that violates this policy. DSA's policy against harassment covers employees and other individuals who have a relationship with DSA which enables DSA to exercise some control over the individual's conduct in places and activities that relate to DSA's work (e.g., contractors, vendors, volunteers, etc.).

Prohibition of Sexual Harassment - DSA's policy against sexual harassment prohibits sexual advances or requests for sexual favors or other physical or verbal conduct of a sexual nature, when: (1) submission to such conduct is made an express or implicit condition of employment; (2) submission to or rejection of such conduct is used as a basis for employment decisions affecting the individual who submits to or rejects such conduct; or (3) such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile, humiliating, or offensive working environment.

It is also unlawful and expressly against DSA policy to retaliate against an employee for filing a complaint of sexual harassment or for cooperating with an investigation of a complaint of sexual harassment.

Prohibition of Other Types of Discriminatory Harassment - It is also against DSA's policy to engage in verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his or her race, color, gender, religion, sexual orientation, age, national origin, disability, or other protected category that: (1) has the purpose or effect of creating an intimidating, hostile, humiliating, or offensive working environment; (2) has the purpose or effect of unreasonably interfering with an individual's work performance; or (3) otherwise adversely affects an individual's employment opportunities.

It is also against DSA's policy to retaliate against an employee for filing a complaint of discriminatory harassment or for cooperating in an investigation of a complaint of discriminatory harassment.

Reporting of Harassment -A report should be made immediately to the Executive Director if an employee believes that s/he has experienced or witnessed sexual harassment or other discriminatory harassment by any employee of DSA. Possible harassment by others with whom DSA has a business relationship, including customers and vendors, should also be reported to the Executive Director as soon as possible so that appropriate action can be taken. DSA will promptly and thoroughly investigate all reports of harassment as discreetly and confidentially as practicable. DSA's goal is to conduct a thorough investigation, to determine whether harassment occurred, and to determine what action to take if it did.

If DSA determines that a violation of this policy has occurred, it may take appropriate disciplinary action against the offending party, which can include counseling, warnings, suspension or termination. Employees who report violations of this policy and employees who cooperate with investigations into alleged violations of this policy will not be subject to retaliation. Upon completion of the investigation, DSA will inform the employee who made the complaint of the results of the investigation.

Compliance with this policy is a condition of each employee's employment. Employees are encouraged to raise any questions or concerns about this policy or about possible discriminatory harassment with the Executive Director. If the allegation of harassment is against the Executive Director, the President of the DSA should be promptly notified.

VI. SOLICITATION

Employees are prohibited from soliciting (personally or via electronic mail) for membership, pledges, subscriptions, the collection of money, or for any other unauthorized purpose anywhere on DSA property during work time, especially those of a partisan or political nature. "Work time" includes time spent in actual performance of job duties but does not include lunch periods or breaks. Non-working employees may not solicit or distribute solicitation materials to working employees. Persons who are not employed by DSA may not solicit or distribute literature on DSA's premises at any time for any reason.

Employees are prohibited from distributing, circulating or posting (on bulletin boards, refrigerators, walls, etc.) literature, petitions or other materials at any time for any purpose without the prior approval of the Executive Director or his/her designee.

VII. CODE OF ETHICAL CONDUCT

The DSA substantially depends upon contributed support to sustain its services. As a public charity, it is essential that the DSA maintain the public's trust and confidence by carrying out its responsibilities in a competent, efficient and ethical manner. No staff member shall:

- Authorize the use of, or use for the benefit or advantage of any person, the name, logo, emblem, stationery, endorsement, services, or any property of the DSA, except in conformance with the DSA policy.
- Accept, or seek on behalf of himself or herself, or any other person, any financial advantage or gain of other than nominal value offered as a result of the employee's DSA affiliation.
- Publicly utilize the DSA in connection with the promotion of partisan politics, religious matters or position on any issue not in conformity with the position of the DSA.

- Knowingly take any action or make any statement intended to influence the conduct of the DSA in such a way as to confer any financial benefit on such person or on any corporation or entity in which the individual has a significant interest or affiliation.

Employees are responsible for avoiding circumstances that involve apparent or actual conflicts between their private interests and the interests of the DSA. Although employees are not required to file formal disclosure statements, they must advise the DSA if a personal interest could materially interfere with their ability to perform their DSA duties objectively and competently.

VIII. DRUG AND ALCOHOL POLICY

The DSA maintains a workplace free of drugs and alcohol and discourages drug and alcohol abuse by its employees. Misuse of alcohol or drugs by employees can impair the ability of employees to perform their duties, as well as adversely affect the customers' relationships with and confidence in the DSA.

Alcohol - Employees are prohibited from using or being under the influence of alcohol while performing business for the DSA, while operating a motor vehicle in the course of business or for any job-related purpose, or while on company premises or a worksite.

Occasionally, the DSA hosts functions which are social in nature and at which alcohol may be served. While DSA employees are not precluded from consuming alcohol at these functions, they should remember that they represent the DSA at all DSA sponsored events, even those that are after hours and have a social component. Employees are expected to exercise discretion and good judgment in these situations. Under no circumstances should employees become visibly impaired as a result of alcohol consumption at one of these events. Such impairment may result in disciplinary action.

Illegal Drugs - DSA employees are prohibited from using or being under the influence of illegal drugs while performing DSA business or while on the DSA facility or worksite. Employees may not use, manufacture, distribute, purchase, transfer, or possess an illegal drug while in DSA facilities, while operating a motor vehicle for any DSA-related purpose or while on the job, or while performing DSA business. This policy does not prohibit the proper use of medication under the direction of a physician; however, abuse of such medications is prohibited.

Disciplinary Action - Employees who violate this policy may be disciplined or terminated, even for a first offense. Violations include refusal to consent to and comply with testing and search procedures.

Drug Testing - The DSA may require a blood test, urinalysis, hair test, or other drug or alcohol screening of employees suspected of using or being under the influence of drugs or alcohol at work or where other circumstances or workplace conditions justify such testing. The refusal to consent to testing may result in disciplinary action, including termination.

IX. SMOKING POLICY

Smoking is prohibited inside DSA facilities. All employees, clients and other visitors are expected to comply with this policy, and employees who violate it may be disciplined. Employees who have a question, complaint, or dispute about smoking in the workplace should contact the Executive Director.

X. WORKPLACE SOLICITATION

Employees may not solicit on DSA property or use DSA facilities, such as e-mail, voicemail, or bulletin boards during working time for solicitation. This policy applies to collecting funds, requesting contributions, selling merchandise, gathering employee signatures, and/or promoting membership in clubs or organizations. Working time means time during which employees are expected to be actively engaged in their assigned work; it does not include scheduled meal or break periods.

Employees may solicit another employee only if both s/he and the other employee are not on working time, and s/he may distribute literature only in non-working areas and while not on working time to other employees who are not on working time.

Non-employees may not make solicitations or distribute literature at any time.

The DSA may grant limited exemptions from these rules for charitable purposes at the Executive Director's discretion.

XI. ZERO TOLERANCE FOR WORKPLACE VIOLENCE

The DSA has a zero-tolerance policy concerning threats, intimidation, and violence of any kind in the workplace, either committed by or directed to the DSA employees. Employees who engage in such conduct will be disciplined, up to and including immediate termination of employment.

Employees are not permitted to bring weapons of any kind onto DSA premises or to DSA functions. Any employee who is suspected of possessing a weapon is subject to search at DSA's discretion. Such searches may include, but not be limited to, the employee's personal effects, desk and workspace.

If an employee feels s/he has been subjected to threats of violence or threatening conduct by a coworker, vendor, or customer, the employee should notify the Executive Director immediately. Employees will not be penalized for reporting such concerns.

XII. NON-SOLICITATION AFTER EMPLOYMENT

During the period of six months following the employee's last date of employment with the DSA, regardless of the reason for employee's separation, employee agrees, whether on behalf of himself/herself or any other person or entity, not to solicit or otherwise attempt to obtain business from any of the DSA's board members, staff members, or others who had an actual business relationship with the DSA at the time of the employee's separation from the DSA, or were prospective customers of the DSA at the time of employee's separation from the DSA and with whom employee had contact while employed with the DSA.

Employee further agrees that, for the same period of time following his/her separation from the DSA, that s/he will not, whether on behalf of himself/herself or any other person or entity, encourage anyone to end their relationship, stop doing business with, or decrease business with the DSA.

XIII. HOURS OF WORK, ATTENDANCE AND PUNCTUALITY

Hours of Work - The normal work week for DSA consists of five (5), seven (7) hour days. Ordinarily, work hours are from 9:00 a.m. - 5:00 p.m., Monday through Friday, including one hour (unpaid) for lunch. Employees may request the opportunity to vary their work schedules (within employer-defined limits) to better accommodate personal responsibilities and the Executive Director shall decide in each case.

Attendance and Punctuality - Attendance is a key factor in job performance. Punctuality and regular attendance are expected of all DSA employees. Excessive absences (whether excused or unexcused), tardiness or leaving early is unacceptable. If you are absent for any reason or plan to arrive late or leave early, you must notify the Executive Director as far in advance as possible and no later than one hour before the start of your scheduled work day. In the event of an emergency, you must notify the Executive Director as soon as possible.

For absences extending longer than one day, you must telephone or e-mail the Executive Director prior to the start of each scheduled workday. When reporting an absence, you should indicate the nature of the problem causing your absence and your expected return-to-work date.

An employee who is absent from work for three consecutive days without notification to the Executive Director will have voluntarily terminated his or her employment. The employee's final paycheck will be mailed to the last mailing address on file with DSA.

Excessive absences, tardiness or leaving early will be grounds for discipline up to and including termination. Depending on the circumstances, including the employee's length of employment, DSA may counsel employees prior to termination for excessive absences, tardiness or leaving early.

Overtime - Overtime pay, which is applicable only to Non-Exempt Employees, is for any time worked in excess of 40 hours in a work week. Only the Executive Director may authorize overtime work. Overtime rate is one and one-half time of the employee's straight time rate, except in instances involving a Sunday or holidays when the rate is two times the regular rate. Payment of overtime will be provided in the pay period following the period in which it is earned.

XIV. EMPLOYMENT POLICIES AND PRACTICES

a. Definition of Terms

1. Employer. The DSA is the employer of all full-time, part-time and temporary employees. An employee is hired, provided compensation and applicable benefits, and has his or her work directed and evaluated by DSA.
2. Full-Time Employee. A full-time employee regularly works at least 35 hours per week.
3. Part-Time Employee. A part-time employee regularly works less than 35 hours per week but no less than 17 hours per week.
4. Exempt Employee. An exempt employee is a full-time employee who is paid on a salary basis and meets the qualifications under the Fair Labor Standards Act ("FLSA").
5. Non-Exempt Employee. A non-exempt employee is a full-time employee who is paid on an hourly basis and does not meet the qualifications for exemption under the Fair Labor Standards Act ("FLSA"). For non-exempt employees, an accurate record of hours worked must be maintained. DSA will compensate non-exempt employees in accordance with applicable federal and state law and regulations.
6. Temporary Employee. An individual employed, either on a full-time or part-time basis, for a specific period of time less than six months.

XV. POSITION DESCRIPTION AND SALARY ADMINISTRATION

Each position has a written job description. In general, the description will include the: purpose of the position, areas of responsibilities, immediate supervisor(s), qualifications required, salary range, and working conditions affecting the job, e.g., working hours, use of car, etc. The Executive Director has discretion to modify the job description to meet the needs of DSA.

Paychecks are distributed on a bi-weekly basis on Thursdays, except when that day falls on a holiday, in which case paychecks will be distributed on the preceding workday. Timesheets for part-time staff are due to the Finance Manager at the close of business on Friday of each

week. All deductions are itemized and presented to employees with the paycheck. Deductions may include: federal, state, and city withholding taxes; social security, and Medicare; voluntary medical and group hospitalization insurance premiums (if in force and if paid by employee) and other benefits (e.g., additional life insurance, retirement).

XVI. WORK REVIEW

The work of each employee is reviewed on an ongoing basis by the Executive Director to provide a systematic means of evaluating performance.

The annual performance review is a formal opportunity to exchange ideas that will strengthen the working relationship, review the past year, and anticipate DSA's needs in the coming year. The purpose of the review is to encourage the exchange of ideas in order to create positive change within DSA. To that end, it is incumbent upon both parties to have an open and honest discussion concerning the employee's performance. It is further incumbent upon the Executive Director to clearly communicate the needs of DSA and what is expected of the employee in contributing to the success of DSA for the coming year.

Both parties should sign the performance review form, which will be kept as part of the employee's personnel record and used as a guide during the course of the year to monitor employee progress relative to the agreed upon objectives.

XVII. ECONOMIC BENEFITS AND INSURANCE

DSA provides a package of benefits for all eligible DSA employees. The following outline of available benefits is provided with the understanding that benefit plans may change from time to time, and the plan brochures (known as Summary Plan Descriptions) are to be considered the final word on the terms and conditions of the employee benefits provided by DSA. For eligibility requirements, refer to the Plan document for each benefit program. Continuation of any benefits after termination of employment will be solely at the employee's expense and only if permitted by DSA policies and statutes. The Executive Director will determine levels of deductibility and co-payments for all insurance related benefits annually.

Health/Dental Insurance – DSA currently provides individual health and dental insurance benefits for eligible full-time employees except those who are insured through their spouse, retired military, or other plans, beginning after the first full month of employment. Eligible employees may elect to participate in available health plan(s) offered by DSA. DSA presently pays the individual insurance premium for all eligible employees. DSA may require employees to pay a portion of insurance premium in the future. Information about DSA's health plan(s) will be provided to the employee upon request.

Life Insurance – Eligible employees will receive documents that explain the life insurance program the DSA provides. This coverage becomes effective upon employment and is provided at no expense to the employee. If a covered employee dies, the insured amount will

be paid to his or her named beneficiary. Employees are responsible for naming your beneficiary and may change that selection by submitting a written request to the Executive Director.

Short Term Disability – Full-time employees receive short term disability benefits following seven consecutive days of illness, or immediately following an injury that prevents the ability to work. Eligibility is subject to plan requirements and employees should see the Executive Director for additional information.

Social Security/Medicare/Medicaid – DSA participates in the provisions of the Social Security, Medicare and Medicaid programs. Employees' contributions are deducted from each paycheck and DSA contributes at the applicable wage base as established by law.

Workers' Compensation – The DSA provides insurance to compensate for any illness or injury an employee might suffer while working on DSA premises, traveling on official DSA business, or attending an activity officially sponsored by the DSA. Any employee who becomes ill or injured on the job should seek medical attention at once. Employees must also report the details to the Executive Director immediately and complete a report for every injury, no matter how small, to keep the coverage in force and to get any benefits or other compensation to which they may be entitled.

Unemployment Insurance – The law provides unemployment compensation benefits to protect workers from economic hardship due to a loss of employment. A terminated employee who is unable to secure new employment may file a claim for unemployment compensation. An employee may be eligible for unemployment compensation if s/he was terminated for reasons other than misconduct, as defined by state law. Employees who voluntarily resign without "good cause" may not be eligible for benefits.

XVIII. CHILD SUPPORT REPORTING REQUIREMENTS

Federal and state law require the DSA to report basic information about new employees, including their name, address, and social security number to a state agency. The state collects this information in an effort to enforce child support orders. If the state determines that an employee owes child support, it will send the DSA an order requiring the DSA to withhold money from that employee's paycheck to pay your child support obligations. DSA is required to comply with such orders as a matter of law.

XIX. SALARY DEDUCTION POLICY FOR EXEMPT EMPLOYEES

Deductions from pay are permissible when an exempt employee is absent from work for one or more full days for personal reasons other than sickness or disability; for absences of one or more full days due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy, or practice of providing compensation for salary lost due to illness; to offset amounts employees receive as jury or witness fees; for military pay; or for unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule

infractions. Also, an employer is not required to pay the full salary in the initial or terminal week of employment; for penalties imposed in good faith for infractions of safety rules of major significance; or for weeks in which an exempt employee takes unpaid leave under the Family and Medical Leave Act. In these circumstances, either partial or full day deductions may be made.

If an employee believes an improper deduction has been made to their salary, they should immediately report this information to the Executive Director. Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, the employee will be promptly reimbursed for any improper deduction made.

XX. LEAVE BENEFITS AND OTHER WORK POLICIES

Holidays – Full-time employees are eligible for 10 holidays per year as follows:

- New Year's Day
- Martin Luther King, Jr.'s Birthday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- The Day after Thanksgiving Day
- Christmas Eve
- Christmas Day
- New Year's Eve

Full-time employees (employees who regularly work at least 35 hours per week) receive one (1) paid day off for each full day of holiday time. Holiday benefits for part-time employees will be pro-rated in accordance with the hours regularly worked by the employee. Employees wishing to take religious holidays may substitute a religious holiday for one of those listed above, with advance approval from the Executive Director. Temporary employees are ineligible for holiday leave benefits. In those years when holidays fall on Saturday or Sunday, the Executive Director will designate the work day that will replace the weekend holiday.

Vacation – Full-time employees earn 4.04 hours per pay period (three weeks or 15 days per year) of vacation starting with the first day of employment. In their sixth year of employment, full-time employees earn 5.38 hours per pay period (four weeks or 20 days per year) of vacation. The Executive Director earns 4.04 hours per pay period (three weeks or 15 days per year) of vacation starting with the first day of employment. Vacation benefits are prorated accordingly for part-time employees. Temporary employees are ineligible for vacation benefits.

All requests for vacation leave will be done by e-mail in advance and require prior approval by the Executive Director. Upon review, the Executive Director will forward an approval to the employee.

The DSA reserves the right not to approve a vacation request if it will interfere with DSA operations or adversely affect coverage of job and staff requirements. Whenever possible, employees' requests for vacation will be accommodated, but where scheduling conflicts arise, seniority will prevail.

Employees are expected to use vacation benefits in the fiscal year for which vacation is earned. Employees may carry over no more than one week (35 hours for full-time employees) of unused vacation from one year to the next, as approved by the Executive Director. Upon termination, employees will be paid for all unused vacation time earned.

c. Sick Leave – Sick leave benefits are earned on a prorated basis of one day per month for full-time employees beginning at first day of employment. Part-time employees receive prorated sick leave benefits, (i.e., 3.5 hours per month if the Employee works 17.5 hours per week). Temporary employees are not eligible for paid sick leave benefits. Use of sick leave is subject to approval by the Executive Director. To be eligible for a sick day, employees must call or e-mail the Executive Director each day no later than 15 minutes after their usual start time for work.

Unused sick leave can accumulate from year to year up to a maximum of 45 days for full-time employees. This limitation on accrual of sick leave benefits is prorated accordingly for part-time employees. No sick leave benefits are paid upon separation of employment from DSA for any reason. If an employee's illness or injury requires a consecutive absence of five (5) days or more, physician documentation may be required.

Personal Leave – DSA provides three (3) days of personal leave per calendar year to all full-time employees who have completed six months of employment. Personal leave benefits are prorated accordingly for part-time employees. Temporary employees are not eligible for paid personal leave benefits. Personal leave is accrued at the beginning of each year and cannot be carried into the next year. Personal leave may not be taken in the first six (6) months of employment. All personal leave is subject to prior approval by the Executive Director. No personal leave benefits are paid upon separation from employment with DSA for any reason.

Military Leave – Employees who are inducted into or enlist in the Armed Forces of the United States, or are called to duty as a member of a reserve unit, may take an unpaid leave in accordance with applicable law. The employee must provide advance notice of his or her need for a military leave and DSA will request a copy of the employee's orders, which will be kept on record by DSA.

The time an employee spends on military leave will be counted as continuous service for the purpose of determining eligibility and accrual for various benefit plans and policies. For

military leaves extending 30 days or less, DSA will continue to pay the portion of the premium on health insurance, if any, that it was paying before military leave began. In order to continue such health insurance, the employee must continue to pay his or her portion of premiums during this period. For military leaves extending beyond 30 days, the employee will have the option to continue his or her insurance coverage at the employee's cost.

Upon return from military leave, employees will be reinstated as required by law.

Civic Responsibility – DSA encourages civic responsibility in its employees and does so by allowing employees time off to serve jury duty when required and to serve as nonpartisan Election Day poll workers when appropriate and approved.

Jury Duty – For time served on jury duty, DSA will pay employees the difference between their DSA compensation and any amount paid by the government, unless prohibited by law, up to a maximum of ten days. If an employee is required to serve more than ten days of jury duty, DSA will provide the employee with unpaid leave. Employees must provide DSA a copy of proof of service received by court in which they serve.

Election Day Poll Workers – DSA will pay employees the difference between their DSA compensation and any amount paid by the government or any other source, unless prohibited by law, for serving as an Election Day worker at the polls on official election days (not to exceed two elections in one given calendar year). DSA requires that employees provide proof of service for their time at the polls. Employees interested in using this benefit must have written approval from the Executive Director 30 days before the election. The Executive Director must assure that the employee's absence will not seriously interfere with the DSA's operations.

Parental Leave – Under Delaware law, DSA employees may be entitled to certain unpaid parental leave. Any DSA employee seeking this benefit should notify the Executive Director.

Bereavement Leave – DSA employees are entitled to bereavement leave with pay of five (5) days in the event of a death in the employee's immediate family (spouse/life partner, child or parent, brother, sister) and three (3) days for grandparent, father-in-law, mother-in-law, or grandchildren. If an employee wishes to take time off due to the death of an immediate family member, the employee should notify the Executive Director immediately. Approval of bereavement leave will occur in the absence of unusual operating requirements. An employee may use, with the Executive Director's approval, available paid leave for additional time off as necessary and in accordance with operating needs.

Extended Personal Leave – DSA employees who have been employed for at least one year may apply for personal leaves of absence for up to eight weeks. Personal leaves are unpaid and are discretionary with the management of DSA. When considering a request for a personal leave, DSA will consider factors such as the employee's position, the employee's length of service, the employee's performance record including attendance, the purpose of the leave,

the needs of the department in which the employee works, the effect of the leave on other employees, and DSA's general business needs. Accrued vacation or personal time may be used to continue an employee's compensation during the leave. Vacation and sick time will not continue to accrue during the leave of absence. Medical and life insurance benefits will continue on the same basis as if the employee were actively working.

DSA cannot guarantee reinstatement upon return from an extended personal leave. DSA will, however, make a reasonable effort to place the employee in any available position for which he or she is qualified. If such a position is not available, the employee's employment will terminate. Even in that event, the employee may later apply for reemployment.

Employees who fail to report to work after an approved leave of absence are deemed to have voluntarily resigned. When an approved leave has been exhausted, the employee may request an additional leave. The Executive Director must approve all leaves.

Severe Weather Conditions – DSA closes when federal/city government offices in the Wilmington metropolitan area are closed due to severe weather conditions. DSA also will follow a liberal leave policy when the federal government announces that liberal leave is applicable. Under DSA's liberal leave policy, annual and/or personal leave may be taken without prior scheduling and approval if the employee is unable to reach the office due to severe weather conditions. If it becomes necessary to shut down the office due to weather or other emergency, every effort will be made to notify employees. If there is a question as to whether the office will be open, employees should call the office. If there is no answer within one hour after the normal start time, employees should assume the office is closed.

Meetings and Conferences – Staff may be given limited time off by the Executive Director with pay to participate in educational opportunities related to the staff member's current or anticipated work with DSA. An employee serving as an official representative of DSA at a conference or meeting is considered on official business and not on leave.

Dress - As a representative of the DSA, each DSA employee is expected to present a professional appearance and maintain good grooming and personal cleanliness habits. During work hours office staff employees should wear conservative business attire that fits their position and type of work. Employees who attend meetings or events representing the DSA outside of the office are expected to wear business or other attire appropriate to the event.

The following are not appropriate work attire: sweatpants, low-rider style pants, worn or torn jeans, cut-offs or shorts, short or low-cut tops, tube or halter tops, form-fitting or see-through clothing, slippers, beach thongs, flip-flops or attire with slogans or logos other than those of the DSA. Conservative-length hemmed (not cut-off) shorts are acceptable attire for outdoor work but are not appropriate for the office.

Because of allergic sensitivities of others, employees are requested to refrain from wearing strong scents at work.

Gifts and Gratuities – Members of the DSA staff are not allowed to accept personal gifts or gratuities from donors, volunteers, or others in the performance of their DSA-compensated job duties without the approval of the Executive Director. Gifts, prizes, purchase incentives, etc., exceeding a \$50 value provided or promised by various vendors become the sole property of the DSA and should be sent to the Executive Director.

Complimentary Tickets – DSA staff may make reasonable requests for complimentary concert tickets when supply is available to the Executive Director.

XXI. REIMBURSEMENT OF EXPENSES

Reimbursement is authorized for reasonable and necessary expenses incurred in carrying out job responsibilities. Mileage or transportation, parking fees, business telephone calls, and meal costs when required to attend a luncheon or banquet, are all illustrative of reasonable and necessary expenses.

Employees serving in an official capacity for DSA at conferences and meetings are reimbursed for actual and necessary expenses incurred, such as travel expenses, meal costs, lodging, tips and registration fees. When attending meetings that have been approved by the Executive Director, employees are reimbursed for travel expenses, course fees, and costs of meals and lodging at the current rates. Employees may also request a travel advance to cover anticipated expenses for approved travel. Employees may be granted leave to attend a conference or professional meeting related to their professional development, and/or DSA's current and anticipated work. Expenses for these purposes can be paid by DSA, if funds are available, and if the employee obtains prior written approval of the Executive Director for such expenses.

Employees are responsible for transportation costs between the office and home during normal work hours. Transportation costs are paid by DSA for work outside normal work hours if the employee is on official business for DSA. Employees authorized to use their personal cars for DSA business are reimbursed at the U.S. Internal Revenue Service approved rate.

Forms are provided to request reimbursement for actual expenses and advance payment for travel. Receipts must be provided for all expenditures made in order to claim reimbursement. All expense reports must be submitted for approval within thirty (30) days from the date of the event.

XXII. SEPARATION

Either DSA or the employee may initiate separation. DSA encourages employees to provide at least two weeks (10 working days) written notice prior to intended resignation. After receiving such notice, an exit interview will be scheduled by the Executive Director or his or her designee. The Executive Director has authority to employ or separate all DSA employees. Circumstances under which separation may occur include:

Resignation – Employees who resign are entitled to receive accrued, unused vacation benefits.

Termination or Lay-off – Under certain circumstances, the termination or lay-off of an employee may be necessary. Employees who are terminated or laid off are entitled to receive accrued, unused vacation benefits.

The Executive Director has authority to discharge an employee from the DSA. As stated above, all employment at DSA is "at-will," unless a written employment agreement provides otherwise. This means that employees may be terminated from employment with DSA with or without cause, and employees are free to leave the employment of DSA with or without cause. Reasons for discharge may include, but are not limited to:

- Falsifying or withholding information on and employee's employment application that did or would have affected DSA's decision to hire them (such conduct will result in immediate termination);
- Falsifying or withholding information in other personnel records including personnel questionnaires, performance evaluations, or any other records;
- Performance at work below a level acceptable to DSA or the failure to perform assigned duties;
- Insubordination;
- Refusing to work reasonable overtime;
- Negligence in the performance of duties likely to cause or actually causing personal injury or property damage;
- Fighting, arguing, or attempting to injure another;
- Destroying or willfully damaging the personal property of another, including DSA's property;
- Breach of confidentiality;
- Using or appearing to use for personal gain any information obtained on the job which is not readily available to the general public, or disclosing such information that damages the interests or reputation of the DSA, its Board of Director, staff, or supporters;
- Placing oneself in a position in which personal interests and those of DSA are or appear to be in conflict or might interfere with the ability of the employee to perform the job as well as possible;
- Using DSA property or services for personal gain or taking, removing, or disposing of DSA material, supplies, or equipment without proper authority;
- Gambling in any form on DSA property;
- Dishonesty;
- Theft;
- The possession, use, sale, or being under the influence of drugs or other controlled substances or alcoholic beverages during working hours or on the DSA premises at any time in violation of DSA's policies;
- Carrying or possessing firearms or weapons on DSA premises;

- Excessive tardiness or absenteeism whether excused or unexcused;
- Unauthorized absence from work without proper notice; and
- Engaging in discriminatory or abusive behavior, including sexual harassment.

At the sole discretion of the Executive Director, the terminated employee may be asked to leave immediately or be given a period of notice.

XXIII. RETURN OF PROPERTY

Employees are responsible for DSA equipment, property, and work products that may be issued to them and/or are in their possession or control, including but not limited to:

- Credit cards,
- Identification badges,
- Office/building keys,
- Office/building security passes,
- Computers, data storage devices, electronic/voice mail codes, and
- Intellectual property (e.g., written materials, work product).

In the event of separation from employment, or immediately upon request by the Executive Director or his or her designee, employees must return all DSA property in their possession or control. Where permitted by applicable law(s), DSA may withhold from the employee's final paycheck the cost of any property, including intellectual property, which is not returned when required. DSA also may take any action deemed appropriate to recover or protect its property.

XXIV. REEMPLOYMENT

The DSA may rehire former employees, but previous DSA employment does not guarantee subsequent employment. Individuals who voluntarily leave DSA employment, or whose employment ceased as a result of a reduction in force, and whose employment record is satisfactory may be eligible for reemployment.

Individuals whose employment was terminated by the DSA for cause, including job abandonment, are not eligible for reemployment. In addition, employees not giving sufficient notice may not be eligible for reemployment.

A re-employed DSA employee will have a leave balance of zero but will accrue leave at the current rate applicable to the years of service prior to separation plus years of service in the new period of employment. Leave accrual for individuals who are rehired will be based on the then-current policy.

XXV. PERSONNEL RECORDS

Personnel records are the property of DSA, and access to the information they contain is restricted and confidential. A personnel file will be kept for each employee and should include

the employee's job application, copy of the letter of employment and position description, performance reviews, disciplinary records, records of salary increases and any other relevant personnel information. It is the responsibility of each employee to promptly notify his or her supervisor in writing of any changes in personnel data, including personal mailing addresses, telephone numbers, names of dependents, and individuals to be contacted in the event of an emergency.

To maintain accurate employment related records, employees must immediately inform the Executive Director of any changes in status, including telephone numbers, addresses (IRS requires a new W-4), marital status, employee name change, person to notify in case of an emergency, insurance beneficiaries, or military status.

XXVI. EMPLOYMENT OF RELATIVES

The DSA may hire relatives of employees where there are no potential problems of supervision, safety, security, morale, or potential conflicts of interest. Relatives include an employee's parent, child, spouse, domestic partner, sibling, cousin, in-laws, and step relationships. Employees who marry or become related will be permitted to continue to work as long as there are no substantial conflicts. Reasonable accommodations will be made when possible in the event a conflict arises.

XXVII. INTRODUCTORY PERIOD

The first 120 days of employment are the Introductory Period for both the employee and the DSA. However, during and after this period, the work relationship will remain "at will," unless a DSO employment agreement provides otherwise. This time period allows a new employee to determine if they have made the right career decision and for the DSA to determine whether their initial work performance meets its needs. Benefits such as time off for vacation, personal days, sick days, or bereavement leave will accrue during this period.

XXVIII. REFERENCES/BACKGROUND CHECKS

The DSA conducts reference and background checks on all new employees. Employees who have falsified information on their application will be disciplined, which could include termination, and may be eliminated from further consideration for employment.

XXIX. WORK ELIGIBILITY RECORDS

The federal government requires that within three business days of your first day of work, you must complete an employment eligibility form (I-9 Form), and show DSA documentation proving your identity and your eligibility to work in the United States. Employees who have previously worked for the DSA only need to provide this information if it has been more than three years since they last completed an I-9 Form for the DSA or if their current I-9 Form is no longer valid.

XXX. OUTSIDE EMPLOYMENT

Individuals employed by DSA may hold outside jobs as long as they meet the performance requirements of their job with DSA. Employees should consider the impact that outside employment may have on their ability to perform their duties at DSA. All employees will be evaluated by the same performance standards and will be subject to DSA scheduling demands, regardless of any outside work requirements.

If DSA determines that an employee's outside work interferes with his or her DSA job performance or ability to meet the requirements of DSA, as they are modified from time to time, the employee may be asked to terminate the outside employment if he or she wishes to remain employed with DSA.

Outside employment that constitutes a conflict of interest is prohibited. Employees may not receive any income or material gain from individuals or organizations for materials produced or services rendered while performing their jobs with DSA.

XXXI. HIPAA PRIVACY AND SECURITY COMPLIANCE

It is the intent of the DSA to safeguard and protect the privacy and security of its applicants' and employees' "protected health information" as defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). "Protected health information" includes individually identifiable information, maintained or transmitted through any medium, relating to an individual's past, present, or future physical or mental health or healthcare. Health information is considered "individually identifiable" if it either identifies a person by name or creates a reasonable basis to believe the individual could be identified (through identifiers such as address, social security number, dates of service, telephone number, email addresses, or vehicle identification number).

It is the policy of the DSA to ensure the confidentiality, integrity, and availability of protected health information entrusted to the DSA by its applicants and employees by protecting it from unauthorized access, alteration, deletion, or unauthorized transmission and to ensure its physical security. Employees and managers of the DSA shall not at any time access, use, or disclose to any person or entity, any protected health information of the DSA's applicants or employees, except as necessary and authorized in the course of their duties and responsibilities with the DSA. Similarly, employees and managers are prohibited from making any unauthorized transmission, alteration, deletion, or unauthorized access of protected health information. Such unauthorized transmission includes, but is not limited to, removing and/or transferring protected health information in the DSA's computer system to an unauthorized location.

These privacy and security obligations apply regardless of the manner in which the employee or manager acquires the protected health information, whether it was communicated verbally,

in writing, electronically, or in any format, and regardless of whether it was communicated directly to the individual or intended for his/her access.

The unauthorized access, use, disclosure, alteration, deletion, or unauthorized transmission of protected health information in violation of this policy may subject a DSA employee to disciplinary action up to and including termination of employment.

XXXII. IDENTITY THEFT PROTECTION

The DSA respects the privacy of employees' personal data and is committed to ensuring that it will only be accessed and utilized as necessary, in a professional and confidential capacity. In all circumstances, the DSA takes reasonable steps to:

- Give employees clear notice when the DSA is requesting information from them, the types of information requested, the general purposes for which that information will be used or disclosed, and the categories of users to whom the information is provided; and
- Use safe and secure systems, physical and electronic, to safeguard employees' non-public personal information, including their social security numbers.

If at any time, an employee believes their personal data has been misused or improperly accessed, they should immediately report their concerns to the Executive Director.

XXXIII. COMPUTER AND INFORMATION SECURITY

This section sets forth some important rules relating to the use of DSA's computer and communications systems. These systems include individual PCs provided to employees, centralized computer equipment, all associated software, and DSA's telephone, voice mail, and electronic mail systems. DSA has provided these systems to support its mission. Although limited personal use of DSA's systems is allowed, subject to the restrictions outlined below, no use of these systems should ever conflict with the primary purpose for which they have been provided, DSA's ethical responsibilities, or with applicable laws and regulations. Each user is personally responsible to ensure that these guidelines are followed.

All data in DSA's computer and communication systems (including documents, other electronic files, e-mail, and recorded voice mail messages) are the property of DSA. DSA may inspect and monitor such data at any time. No individuals should have any expectation of privacy for messages or other data recorded in DSA systems. This includes documents or messages marked "private," which may be inaccessible to most users but remain available to DSA. Likewise, the deletion of a document or message may not prevent access to the item or completely eliminate the item from the system.

DSA's systems must not be used to create or transmit material that is derogatory, defamatory, obscene or offensive, such as slurs, epithets, or anything that might be construed as harassment or disparagement based on race, color, national origin, sex, sexual orientation, age,

physical or mental disability, medical condition, marital status, or religious or political beliefs. Similarly, DSA's systems must not be used to solicit or proselytize others for commercial purposes, causes, outside organizations, chain messages or other non-job-related purposes.

Security procedures in the form of unique user sign-on identification and passwords have been provided to control access to DSA's host computer system, networks, and voice mail system. In addition, security facilities have been provided to restrict access to certain documents and files for the purpose of safeguarding information. The following activities, which present security risks, should be avoided:

- Attempts should not be made to bypass, or render ineffective, security facilities provided by the DSA.
- Passwords should not be shared between users. If written down, passwords should be kept in locked drawers or other places not easily accessible.
- Document libraries of other users should not be browsed unless there is a legitimate business reason to do so.
- Individual users should never make changes or modifications to the hardware configuration of computer equipment. Requests for such changes should be directed to the computer support vendor or the Executive Director.
- Additions to or modifications of the standard software configuration provided DSA's PCs (e.g., autoexec.bat and config.sys files) should never be attempted by individual users. Requests for such changes should be directed to the computer support vendor or the Executive Director.
- Individual users should never load personal software (including outside email services) to company computers. This practice risks the introduction of a computer virus into the system. Requests for loading such software should be directed to the computer support vendor or the Executive Director.
- Programs should never be downloaded from bulletin board systems or copied from other computers outside the company onto company computers. Downloading or copying such programs also risks the introduction of a computer virus. If there is a need for such programs, a request for assistance should be directed to the computer support vendor or the Executive Director. Downloading or copying documents from outside the company may be performed if this does not present a security risk.
- Users should not attempt to boot PCs from external storage devices. This practice also risks the introduction of a computer virus.
- DSA's computer facilities should not be used to attempt unauthorized access to or use of other organizations' computer systems and data.
- Computer games should not be loaded on DSA's PCs.
- Unlicensed software should not be loaded or executed on DSA's PCs.
- DSA software (whether developed internally or licensed) should not be copied onto external storage devices or other media other than for the purpose of backing up a hard drive. Software documentation for programs developed and/or licensed by the DSA should not be removed from the DSA's offices.

- Individual users should not change the location or installation of computer equipment in offices and work areas. Requests for such changes should be directed to the computer support vendor or the Executive Director.

There are a number of practices that individual users should adopt that will foster a higher level of security. Among them are the following:

- Turn off your personal computer when you are leaving your work area or office for an extended period of time, unless you will be accessing your terminal remotely.
- Exercise judgment in assigning an appropriate level of security to documents stored on the DSA's networks, based on a realistic appraisal of the need for confidentiality or privacy.
- Remove previously written information from external storage devices before copying documents on such devices for delivery outside DSA.
- Back up any information stored locally on personal computers (other than network based software and documents) on a frequent and regular basis. Documents should not be stored on the desktop. This information is not saved on a nightly basis; should an individual PC fail, this information may be lost. Information and documents not intended to be shared should be saved on the "H" drive; not the shared drive.

Should you have any questions about any of the above policy guidelines, please contact the Executive Director.

XXXIV. SAFETY & EMERGENCY

Every employee is responsible for recognizing potential fire dangers and taking an active role in preventing fires. Employees are required to observe all OSHA safety requirements and regulations. Flammable materials are to be stored in covered metal containers. Employees should not block any fire doors, fire exits, fire extinguishers, windows, or doorways, and should review the fire escape routes posted in each work area.

First Aid – Unless properly qualified, DSA employees should seek professional assistance when confronted with medical emergencies for other DSO staff, volunteers, or patrons. At all times, DSO employees should take precautions to avoid being exposed to blood and other bodily fluids when rendering first aid to others. A first aid kit with basic supplies is maintained in the DSO office.

Safety - The DSA is committed to maintaining a safe and healthy environment for all employees. All accidents, injuries, potential safety hazards, safety suggestions, and health and safety related issues should be reported immediately to the Executive Director.

If a DSA employee is ill or injured, the Executive Director should be contacted immediately. Outside emergency response agencies should be contacted, if needed.

Employees must submit a Claim for Worker's Compensation Benefit form if they have an injury that requires medical attention. If the injury does not require medical attention, the employee must still complete a Supervisor and Employee Report of Accident Form in case medical treatment is later needed and to ensure that any existing safety hazards are corrected. These forms can be obtained from the Executive Director.

The federal Occupational Safety and Health Act (OSHA), requires that the DSA keep records of all illnesses and accidents that occur on the job. OSHA also provides for employees' right to know about any health hazards which might be present on the job. In addition, the Delaware Workers' Compensation Act requires that employees report any illness or injury caused by the workplace, no matter how slight. If an injury is not reported, the employee may jeopardize their right to collect workers' compensation payments as well as health benefits.