

# **Employee Handbook**

January, 2024

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# WELCOME

We are happy to have you as a new member of our team!

We have earned a reputation as a leader in the Long-Term Care industry. We are successful because of the individual contributions made by each of our employees. You were selected to join our team because we feel you have the skills, ability and commitment needed to help us deliver the finest patient care available to our residents.

We hope you will find your job challenging and rewarding and will enjoy with us the special feelings of satisfaction that comes with doing a job well. We have a toll free hotline **1-877-531-7472** that is available for any employee to make us aware of any circumstances in The Company.

This handbook will explain many of the benefits you will enjoy as an employee and some of the rules and regulations that enable our company to run smoothly and efficiently. If you have any questions, or if there is something we can do to help you succeed and grow with us, please contact your Administrator.

We extend to you our personal best wishes for your success and career development as a team member.

## EMPLOYEE HANDBOOK

### PERSONNEL POLICIES

This handbook is designed to be a summary of personnel policies and practices as they apply to all Facility personnel. This handbook does provide a working guide for use in understanding and applying all policies and practices. It is meant to be helpful to all employees and their supervisors. Please also be aware that your facility may have additional policies and procedures that you will need to follow. You will be apprised of these policies and procedures during orientation. Every employee is subject to a standard 90 day probationary period unless otherwise stated in an employment offer letter.

Please understand that circumstances may arise requiring changes in the policies, practices and benefits described in this handbook. Accordingly, The Company reserves the right to amend the contents as it deems appropriate.

Should any provision in this employee handbook be found to be unenforceable or invalid, such finding does not invalidate the entire employee handbook, but only that particular provision.

This Employee Handbook replaces and supersedes any and all other facility employee handbooks, or other facility policies, whether written or verbal.

This handbook covers a wide variety of topics and expectations, for those individuals covered by a collective bargaining agreement herein after referred to as (CBA) some or the majority of items contained herein may be addressed in the CBA. To the extent that the CBA does not address the topic The Company standards and expectations in this handbook will be applied. If you have a question about whether you are or are not covered by a CBA please contact your regional human resources team.

**This manual does not constitute a guaranteed contract of employment.**

**All employees are employee's at-will.**

**MISSION STATEMENT**

**“Caring about you while Caring for you”**

*We are a haven for healing, fostering  
Recovery, rejuvenation and revitalization.  
We embody the essence of wellness and strive to  
Enlighten and comfort the mind, body and spirit.  
We embrace our responsibility with joy and  
Enthusiasm to cherish our community and all  
Whose hearts and lives we touch.  
We value integrity and devote ourselves to being  
Honest, reliable and steadfast with a passion  
To be the best in all we do.*

## Our Philosophy

The Company believes in creating a harmonious working relationship among all employees. In pursuit of this goal, The Company has created the following employee relations objectives:

1. Provide an exciting, challenging and rewarding workplace and experience.
2. Select qualified people on the basis of skill, training, ability, attitude and character regardless of age, sex, color, race, creed, national origin, religion, marital status, citizenship status, ancestry, sexual orientation, physical or mental disability, veteran status, or any other classification protected by law.
3. Review wages, employee benefits and working conditions regularly with the objective of being competitive in these areas consistent with sound business practices.
4. Provide eligible employees with vacation, sick time and holidays consistent with the policy contained herein.
5. Provide eligible employees with health and welfare benefits consistent with the policy contained herein.
6. Assure employees, after talking with their manager, an opportunity to discuss any issue or problem with upper management, to the extent practicable.
7. Take prompt and remedial action in response to complaints brought to the attention of supervisory personnel and upper management, to the extent practicable.
8. Respect individual rights and treat all employees with dignity and respect.
9. Maintain mutual respect in our working relationship.
10. Provide a workplace that is comfortable, orderly and safe.
11. Promote employees on the basis of their ability and merit.
12. Keep employees informed of the progress of The Facility and the Company as well as its overall goals and objectives.
13. Promote an atmosphere in keeping with The Company's vision, mission and goals.

**We are committed to offering advancement opportunities  
for our employees who perform at a high level  
and are interested in growth.**

## **Expectations of Staff**

We need your help in making each working day as satisfying and rewarding as possible. Your first responsibility is to know your own duties and how to do them promptly, correctly and pleasantly. Secondly, you are expected to cooperate with management and your fellow employees, which includes maintaining a good team attitude.

How you interact with residents, visitors and fellow employees, and how you accept direction can affect the success of your department. In turn, the performance of one department can impact the entire performance of The Facility. Consequently, whatever your position, you have an important assignment: perform every task to the very best of your ability.

You are encouraged to grasp the opportunities for personal development that are offered to you. This Employee Handbook offers insight on how you can perform positively and to the best of your ability to meet and exceed The Company's expectations.

We expect all employees to be responsible for their own actions and to maintain standards of performance and behavior that reflects this facility's status in the community. It is your responsibility to make sure you understand the standard of performance and behavior expected, and to conduct yourself accordingly. We expect every employee to report to work every day they are schedule and be at work and ready on time.

We strongly believe you should have the right to make your own choices in matters that concern and control your life. We believe in direct access to management. We are dedicated to making our company one where you can approach your supervisor, or any member of management, to discuss any problem or question. We expect you to voice your opinions and contribute your suggestions to improve the quality of this Facility. We're all human, so please communicate with each other and with management.

Remember, you help create the pleasant and safe working conditions that The Company intends for you. The result will be better performance for this facility overall and more personal satisfaction for you.

## **1.0 POLICIES**

During the course of your employment with The Company, you may be privy to proprietary and/or confidential information and as part of your employment you agree to maintain this information in a confidential manner.

### **1.1 Equal Employment Opportunity/Affirmative Action**

We do not discriminate in any aspect of employment, (hiring, training, compensation, benefits, transfers, promotions, discipline and termination) because of race, color, religion, sex, age, national origin, or other classification protected by law, nor do we discriminate against anyone because he or she is a disabled veteran or because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified in accordance with the law.

### **1.2 Discrimination- and Harassment-Free Workplace**

A work environment free from unlawful discrimination and harassment is essential to each employee's ability to contribute and succeed. The Company's Discrimination- and Harassment-Free Workplace policies require employees to communicate and conduct themselves in a manner that is respectful of others. All employees share in the responsibility of preventing harassment and discrimination.

The Company prohibits discrimination and all forms of harassment due to a person's race, color, religion, sex, sexual orientation, military duty, age, national origin, disability or veteran's status, or any other basis protected by federal, state or local law.

The Company will also not tolerate discrimination or harassment of employees by those with whom it has a business, service or professional relationship. It is very important that every employee communicate any perceived harassment to your immediate supervisor, administrator or human resource professional as quickly as possible.

The Company does not discriminate against any person on the basis of race, color, national origin, disability, or age in admission, treatment, or publication in its programs, services, and activities, or in employment. For further information about this policy please contact Human Resource Manager at **502-429-8062**.

### **1.3 Sexual Harassment-Free Workplace**

The Company is committed to maintaining a work environment for employees free from sexual harassment. Sexual harassment includes harassment based on pregnancy, childbirth or related medical conditions.

Sexual harassment is a specific form of harassment, which consists of unwelcome sexual advances or offensive visual, verbal or physical conduct of a sexual nature.

Sexual harassment may occur when:

- Submission to or rejection of sexual advances or requests for sexual favors is made an implicit or explicit condition of employment
- Submission to or rejection of sexual advances or requests for sexual favors is used as a basis for employment decisions, or
- An intimidating, hostile or offensive work environment interferes with the ability to perform job duties.

No supervisory employee may threaten or insinuate that an individual's submission to or rejection of sexual advances will in any way influence decisions affecting the individual. No employee shall create a hostile or offensive work environment for others.

Examples of prohibited conduct include, but are not limited to:

- Offensive verbal conduct (for example: sexual epithets, sexual jokes, slurs)
- Sexually suggestive letters, notes, text message, email or voice mail messages
- Unwelcome sexual flirtations or advances
- Unwelcome comments about a person's body, discussion of sexual activities or experiences
- Offensive physical conduct (for example: improper touching, obscene gestures or assault), or
- Visual harassment (for example: leering, sexually explicit photographs, cartoons or drawings).

It is inappropriate for anyone in a management role to enter into a close personal, dating or sexual relationship with a person directly or indirectly reporting to him or her. The Company prohibits harassing conduct even if it does not rise to the level of legally actionable conduct.

## **1.4 Reasonable Accommodations for Individuals with Disabilities**

The Company complies with the Americans with Disabilities Act and applicable state and local laws prohibiting discrimination in employment against qualified individuals with disabilities.

If you have a disability that limits your ability to fully perform the essential functions of the position you hold or to which you are applying, you may request an accommodation by notifying your Facility Administrator. Upon receiving a request for accommodation, The Company will work with you to determine if a reasonable accommodation can be made. You may be asked to provide a doctor's certification of the disability as well as the need for an accommodation.

The Company reserves the right to determine if a qualified disability exists and, if one is found, whether a reasonable accommodation can be provided without undue hardship to The Company or The Facility, and which does not pose a direct threat to the health and safety of you or others.

If your accommodation request is denied, you may appeal the decision through the Discrimination, Harassment or Retaliation Concern Procedure or the Grievance Procedure in this handbook.

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### 1.5 Discrimination, Harassment or Retaliation Concern Procedure

The Company recognizes that victims and observers of discrimination, harassment or retaliation are sometimes reluctant to report such conduct for fear of being blamed, retaliated against or because it is difficult to discuss such matter with others. However, no employee should have to endure workplace discrimination, harassment or retaliation. The Company encourages and expects you to take responsibility to report discrimination, harassment or retaliation, whether you have experienced the behavior or observed it.

If you have a good faith belief that you, or any other employee, has been the victim of harassment, discrimination or retaliation in violation of The Company policies, promptly report the conduct to management. Every supervisor is responsible for promptly responding to any reported or suspected act of discrimination, harassment or retaliation.

You may, as you believe appropriate under the circumstances, report incidents directly to:

- Your supervisor or manager
- Your Administrator or Regional Director of Operations
- Group Office Human Resources Department at **586-752-5008**
- Home Office Human Resources Department at **502-429-8062**

You are not required to report the incident to your supervisor, manager or anyone in your line of organization, but may choose from the list above based upon the situation. Concerns may be verbal or written. All reports of discriminatory, harassing or retaliatory conduct will be investigated promptly and as confidentially as possible. You are expected to fully cooperate in any investigation.

Employees who are found to have violated any of these policies are subject to disciplinary measures, up to and including termination. Such violations may also result in personal legal and financial liability.

If you are dissatisfied with the investigation's outcome, you may utilize The Company's Grievance Procedure. Please contact your supervisor, Administrator or Group Office

Human Resources if you have any questions.

## 1.6 Drug-Free Workplace

The Company is committed to providing a safe workplace and to protecting the safety and well-being of employees, residents, patients and others. It is The Company's policy to maintain a drug-free workplace. This is a zero-tolerance policy.

The employees shall not:

1. Report to work under the influence of drugs or alcohol
2. Manufacture, distribute, dispense, possess, sell, or use drugs or alcohol in the workplace, or while performing work or representing The Company either on or off company premises, or
3. Manufacture, distribute, dispense, possess, sell, or use drugs or alcohol on non working time to the extent that, in The Company's opinion, it impairs an employee's ability to perform on the job or threatens the reputation or integrity of The Company.

**"Drugs" and "Alcohol"** include drugs and other mind-controlling substances, narcotics, alcoholic beverages, marijuana<sup>1</sup> inhalants, prescription drugs and over-the-counter medications (except as noted below) and paraphernalia and literature related to drug or substance use.

Prescription drugs being used upon the advice of a physician are exempted if used as prescribed and not abused. However, if you must use a prescription drug that may cause side effects such as drowsiness or impaired reflexes or reaction time, you must inform your supervisor that you are taking such medication.

<sup>1</sup>While Marijuana may be legal under State law in certain locations where The Company operates, because The Company is subject to and operates under Federal regulations, The Company must comply with Federal law which holds that the possession or use of marijuana is illegal.

## Drug and Alcohol Testing and Searches

To minimize the danger that drug and alcohol use poses, **The Company may conduct searches or tests.** Drug/Alcohol testing may occur when your work performance, conduct, appearance or behavior creates a suspicion that you may be impaired by drugs or alcohol. If you are involved in an on-the-job injury that results in either injury to you or another person requiring medical attention, or property damage, you may be required to take a drug/alcohol test. Individuals returning from a break in service exceeding three months may be required to pass a drug/alcohol test. Any employee returning to work after completion of a rehabilitation program may be required to pass a drug/alcohol test, as well as periodic tests thereafter. If The Facility has a drug diversion or "missing drugs" any staff who had access to or is involved in the investigation must agree to submit to any appropriate drug testing if required by The Company or face disciplinary actions up to and including termination. Reasonable searches of The Company premises and employees, including personal effects, may be

used when there is reasonable suspicion that an employee is in violation of this policy.

## **Disciplinary Action**

Failure to submit to a drug/alcohol test or a test that reveals the presence of identifiable traces of alcohol or illegal drugs regardless of when or where the substance(s) entered your system is considered a positive result and may result in disciplinary action, up to and including termination.

As a condition of employment all employees are expected to abide by this Drug-Free Workplace policy and report to The Company, in writing, any conviction of a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction. If you have such a conviction, The Company may respond with appropriate disciplinary action, up to and including termination

## **Confidentiality**

Test results will be kept confidential to the extent possible. Information related to investigations conducted pursuant to this policy will be disseminated on a need-to-know basis in order to further the objectives of this policy and to comply with The Company policies or legal obligations.

### **1.7 HIPAA Compliance**

Health Insurance Portability and Accountability ACT ("HIPAA") Guidelines concerning the proper handling of Protected Health Information are in effect for this Facility and will be strictly adhered to at all times. If you have any questions or concerns regarding our HIPAA policies and/procedures, please contact your Facility's HIPAA officer or the Home Office HIPAA Officer at **(502) 429-8062**

### **1.8 Social Security Number Privacy**

The Company is committed to maintaining the confidentiality of social security numbers it collects with respect to employees, students and individuals associated with The Company.

It is the policy of The Company to protect the confidentiality of social security numbers obtained in the ordinary course of its business. The Company restricts access to information or documents containing social security numbers to members of The Company who have a legitimate business reason to access such information or documents. No employee of The Company shall knowingly obtain, store, transfer, use, disclose, or dispose of a social security number that The Company obtains or possesses except in accordance with the Act and this privacy policy. Each company department having access to records containing social security numbers shall determine which personnel within their departments have a legitimate reason in The Company's ordinary course of business to have access to such social security numbers. Personnel using records containing social security numbers will take appropriate steps to secure such records when not in immediate use.

## ***Procedure:***

Authorized collection and use of social security numbers.

This Policy does not prohibit the use of social security numbers where the use is authorized or required by state or federal statute, rule, regulation, or court order or rule, or pursuant to legal discovery or process.

This Policy also does not prohibit the use of social security numbers by the Department of Public Safety for criminal investigation purposes or the provision of social security numbers to a Title IV-D agency (child support/support orders), law enforcement agency, court, or prosecutor as part of a criminal investigation or prosecution.

Other legitimate reasons for collecting a social security number include, but are not limited to:

- Applicants for employment may be required to provide a social security number for purposes of a pre-employment background check.
- Copies of social security cards may be obtained for purposes of verifying employee eligibility for employment.
- Social security numbers may be obtained from employees for tax reporting purposes, for new hire reporting or for purposes of enrollment in any Company employee benefit plans.
- Social security numbers may be obtained from creditors, contractors or vendors for tax reporting purposes.

## ***Prohibited use or display of social security numbers***

**a. Public Display.** A social security number shall not be placed on identification cards, badges, time cards, employee rosters, bulletin boards, permits, licenses or any other materials or documents designed for public display. Documents, materials or computer screens that display all or more than four sequential digits of a social security number shall be kept out of public view at all times.

**b. Account Numbers.** The social security number as an individual's primary account number shall not be used unless that use has been approved by the Chief Human Resources Officer or Privacy Officer.

**c. Mailed Documents.** No employee of The Company shall mail a document containing the social security number of an employee or other individual except in the following circumstances:

- State or federal law, rule, regulation, or court order or rule authorizes, permits,

or requires that the social security number appear in the document.

- As part of an application or enrollment process initiated by the individual.
- To establish, confirm the status of, service, amend, or terminate an account, contract, policy, or employee or health insurance benefit, or to confirm the accuracy of a social security number of an individual who has an account, contract, policy, or employee or health insurance benefit.
- The document is mailed by or at the request of the individual whose social security number appears in the document or at the request of his/her parent or legal guardian.
- The document is mailed in a manner or for a purpose consistent with Gramm-Leach-Bliley Act, the Health Insurance Portability and Accountability Act or the Michigan Insurance Code.
- The document is mailed in connection with an ongoing administrative use to do any of the following:
  - Verify an individual's identity, identify an individual, or accomplish another similar administrative purpose related to an existing or proposed account, transaction, product, service, or employment.
  - Investigate an individual's claim, credit, criminal, or driving history.
  - Detect, prevent, or deter identity theft or another crime.
  - Lawfully pursue or enforce The Company's legal rights.
  - Provide or administer employee or health insurance benefits, claims, or retirement programs.

Documents containing all or more than four sequential digits of a social security number, that are sent through the mail, shall not reveal the number through the envelope window or otherwise be visible from outside the envelope or package.

### ***Computer Transmission***

All or more than four sequential digits of a social security number shall not be used or transmitted on the Internet or on a computer system or network unless the connection is secure or the transmission is encrypted.

### ***Storage***

All documents containing social security numbers shall be stored in a physically secure manner. Social security numbers shall not be stored on computers or other electronic devices that are not secured against unauthorized access.

### ***Disposal***

Documents containing social security numbers will be retained in accordance with the

requirements of state and federal laws and The Company's record retention policy. At such time as documents containing social security numbers may be disposed of, such disposal shall be accomplished in a manner that protects the confidentiality of the social security numbers, such as shredding. Electronic documents containing social security numbers should be destroyed in a manner consistent with the "best practices" guidance issued by the Privacy Officer.

### ***Unauthorized use or disclosure of social security numbers***

The Company shall take reasonable measures to enforce this privacy policy and to correct and prevent the re-occurrence of any known violations. Any employee who knowingly obtains, uses or discloses social security numbers for unlawful purposes or contrary to the requirements of this privacy policy shall be subject to discipline up to and including discharge. Additionally, certain violations of the Act carry criminal and/or civil sanctions. The Company will cooperate with appropriate law enforcement or administrative agencies in the apprehension and prosecution of any person who knowingly obtains, uses or discloses social security numbers through The Company for unlawful purposes.

## **1.9 Immigration Law Compliance**

This Facility is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility.

Former employees who are rehired must also complete the form if they have not completed an I-9 with this Facility within the past three years, or if their previous I-9 is no longer retained or valid. Employees with questions or seeking more information on immigration law issues are encouraged to contact the Human Resources Department at **(502) 429-8062**.

## **1.10 Employee Relations**

We are interested in what you have to say and believe that good communication is the first step to positive employee relations. We feel strongly about the ability to work closely with our employees, and prefer to deal with employees directly rather than through a third party. Although no organization is free from day-to-day problems, we believe we have the interest and the willingness to work through any problems in the best way that is beneficial to the employees, the residents and The Facility. We feel that an outside organization would be of no advantage to any of us, but in fact could seriously hurt our work relationship at this Facility.

We believe in people and encourage you to bring your suggestions and problems directly to your supervisor or anyone else on the supervisory staff including The Administrator. We in turn promise to listen and give the best possible response we can.

## 1.11 Grievance Procedure

If you should have a serious grievance or complaint, a prompt review of the problem is possible with our grievance procedure. This procedure is for serious, legitimate complaints. You can use it without fearing retaliation from anyone. The procedure's steps are below:

1. If your immediate supervisor can resolve your problem, discuss it with her/him and propose your solution to remedy the problem.
2. If your problem is not resolved, present the problem and your proposed solution to your department head.
3. If your problem is still not resolved, present the problem and your proposed solution to your administrator (employer head). You may choose to fill out an "Employee Grievance Report Form" which is located in The Facility Administrator's office.
4. If your Administrator's decision does not resolve your problem, appeal your grievance via the "Employee Grievance Report Form" to the corporate office. If necessary, your Regional Director may also become involved in order to satisfactorily reach a final decision.

Mail your completed "Employee Grievance Report Form" to:  
Home Office  
Attn: employee/labor relations  
7400 New LaGrange Road  
Suite 10  
Louisville, Kentucky 40222

**PLEASE NOTE: If you feel too uncomfortable or embarrassed to discuss your complaint at any step because of that person's gender or because that person is a part of the problem, your complaint maybe advanced to the next step of the procedure.**

These above steps are effective. You should always **use these steps first to resolve any human relations problem**. Using this procedure is especially important for resolving complaints concerning any improper or illegal conduct relative to harassment or discrimination regarding sex, race, age, disability, religion or any other legally protected status. We want to know about and resolve any problems before involving outside third parties. Therefore, you can be assured that the corporate staff who reviews your complaint and proposed solution are trained to listen, discuss and seriously consider a proper resolution. Grievances regarding terminations must be submitted within 5 days of the termination date to be considered. Any employee that believes that they have a claim against The Company has 180 days to bring that claim to The Company or lose their ability to advance the claim.

## 1.12 Code of Conduct

When you begin employment, you need to review and sign the Code of Conduct as a commitment that you will conduct all aspects of your job in an ethical and legal manner. You will also be required to participate in compliance training activities such as in-services and other special training events. Violation of the Code of conduct may lead to disciplinary action, up to and including termination.

In performing their duties and responsibilities, some employees may have access to business information that The Company considers confidential. Confidential information includes, but is not limited to, resident lists, resident medical information, employee personnel files, and employee medical files. Employees who maintain or have access to this information as part of their job responsibilities are expected to treat the information as confidential and not discuss or disclose it except as may be necessary in connection with the performance of their work. All information regarding employees' medical records or health status will be kept in separate files and shall be treated confidentially by those with access to this information. Unauthorized disclosure of confidential information will subject an employee to immediate discipline or discharge and possible criminal and civil penalties. This policy, however, does not prohibit disclosures protected by the National Labor Relations Act.

### **1.13 Conflict of Interest**

We ask all applicants to disclose any potential conflicts of interest during the application process, and we expect that you, as a condition of employment, disclose such information throughout your employment with The Company.

Generally, you are responsible for avoiding any activity that interferes with your commitment to The Company, or any situation that influences your decisions or actions, including the following examples:

- Accepting outside employment with those doing business with The Company or a competitor of The Company, and it interferes with your commitment to the company's professional standards (you must obtain prior written approval from your supervisor before accepting employment outside The Company)
- You or an immediate family member possessing a financial interest in an organization that does business with The Company, or its competitors, in which it appears that the interest could affect your decisions as determined by The Company
- Accepting gifts from any person or firm doing or seeking to do business with the company under circumstances where it appears that the purpose of the gift may be to influence the conduct of business with the donor
- Using confidential or The Company proprietary information for personal gain or the benefit of others, or using company property for personal purposes.

## **1.14 Violence Prevention**

The Company does not tolerate workplace violence or threats in any form on Company premises. This includes verbal or physical conduct that is intimidating, obscene or abusive. It is very important that every employee communicate any perceived harassment to your immediate supervisor, administrator or human resource professional as quickly as possible.

The Company also prohibits the possession of any weapon on company premises. The term "weapon" is construed broadly and inclusively to safeguard residents, patients, employees and others.

Employees are required to report any workplace activity, situations or incidents that appear threatening or violent. The Company will take reasonable steps to ensure safety and security, including investigating all potential incidents, disciplining employees responsible for misconduct, summoning law enforcement, or prosecuting individuals.

## **1.15 Visitors/Children/ Volunteers/local Health Department and State Guidelines**

Due to the confidential and often serious nature of your work, friends and relatives may not visit you while you are working. If there is an important reason for someone to see you at work, please arrange approval in advance with your supervisor. A child coming to work with their staff member relative due to the inability of the staff member being able to secure supervision for their child(ren) is not permitted.

Any persons that want to volunteer with The Facility must be approved by The Administrator. This includes appropriate background verification and training similar to that of an employee. Any volunteers under the age of 18 must have Regional Staff approval.

## **1.16 In-Services**

In-service education is important for all departments and your attendance is required. Every in-service meeting you are required to attend counts as time worked. You must clock in and out in order to be paid when in-service is conducted outside your regular work hours. For the purpose of this handbook Certified Nurse Aide (CNA) and State Tested Nurse Aide (STNA) are interchangeable.

In-services sufficient to meet the requirements for Certified Nurse Aide's will be available as part of The Facility in-service program. Each Certified Nurse Aide will be responsible for taking advantage of these in-services and maintaining his/her certification.

In-services requirements extend to any electronic training programs The Company chooses to utilize.

## 2.0 EMPLOYMENT PRACTICES

### 2.1 Employment Forms/Documents

You will need to complete the following employment forms/documents:

- A. Employment Application – Applicants must list all their experience, education, and references on the application form. Employment application must be signed.
- B. W-4 Federal Tax Withholding Form
- C. State Tax Withholding Form (where applicable)
- D. Immigration and Naturalization Service Form I-9. All employees, upon being hired, must complete Section 1 of the U.S. Department of Justice Immigration and Naturalization Service Form I-9. Authority for collection the information on this form is in Title 8, United States Code, and Section 1324A, which requires employers to verify employment eligibility of individuals. A copy of this form is included in the forms section of your Handbook. The Form I-9 will be used to verify your eligibility for employment in the United States and will require you to show documentation that establishes both your identity and employment eligibility.
- E. Insurance forms (if appropriate). Enrollment Application/Election Form for the health insurance program should occur within thirty (30) days of eligibility for any qualifying position.
- F. WOTC (Work Opportunity Tax Credit) Program form 8850 is used to determine if your employment with The Company constitutes eligibility for additional employer tax credits.
- G. Signed "Employee Handbook Acknowledgement" form.
- H. Background check authorization form
- I. Any other required company or facility specific documents

### 2.2 Post-Employment Offer Screenings

In order to protect the residents and patients under our care, as well as our employees, visitors and others, and to comply with state and federal laws, The Company may conduct various types of investigations after an individual has been extended an offer of employment. All offers of employment are conditioned upon the successful completion of any background checks required in your facility or otherwise required by specific state or federal regulations. These background checks include abuse registry checks, criminal background checks, OIG/SAM screening and license verifications.

The Company follows state specific laws and regulations in regards to employees with criminal histories to determine eligibility. If a specific state does not have a comprehensive list of disqualifying criminal convictions, then The Administrator along with consultation from the Regional Director of Operations and the Regional HR Team will review the applicant for appropriateness and determine whether to employ the applicant.

## 2.3 Employment of Relatives

This facility will attempt not hire or transfer relatives of employees into jobs that will place the employees in the same work area, or in a position in which one relative would supervise or affect the work of another. Relatives include: wife, husband, father, mother, daughter, son, sister, brother, or in-law, significant other or grandparents or Step family members. Certain facilities and circumstances may be eligible to modify this restriction, but it may be done only with written approval of

**The Administrator, Vice President of Operations and Regional HR Team.**

## 2.4 Name Tags/Uniform

Wearing The Facility approved name tag on your uniform at all times while on duty is required for reasons of security and regulatory compliance. The departmental dress code will be explained during orientation. If you fail to wear your uniform you may be sent home and will not be paid for such non-working time away from The Facility. Employees should dress in a manner consistent with the position and job duties. Staff need to avoid images or accessories that could upset residents, family members, visitors or co-workers. Striving to maintain a professional and respectful atmosphere is our utmost importance. Should you have any questions about the appropriateness please contact your **supervisor** or human resources.

## 2.5 TB Skin Test / Communicable Diseases

For the protection of our residents, by law, each employee that will have contact with residents is required to have a tuberculin skin test. This may include a TB skin test, chest x-ray and/or documentation of asymptomatic status. We can accept verification of a test which is done within Twelve (12) months before the start of employment; if this is the case then that test may be used as the first step of the required two-step PPD. If a test has not been done within twelve (12) months prior to employment, a test must be done prior to your start of employment. Thereafter, an annual tuberculin questionnaire or screening, skin test or chest x-ray is required of all employees.

The Company and employees agree to follow rules and regulations associated to communicable diseases as required by the industry regulatory agencies and communicated to all employees.

## 2.6 Orientation Period for Newly Hired, Transferred or Promoted Employees

The first ninety (90) days of your employment, whether you are new to the position, facility or company is an orientation period. Your supervisor will evaluate your performance during your orientation period to determine whether the position is right for you. It is also a good time for you to determine whether we are the right company for you and/or whether the position is right for you.

Your supervisor may decide to extend your orientation period, terminate your employment at any time during the orientation period or continue your employment. If you are a newly promoted or newly transferred employee who does not successfully complete the orientation period, you may return to your previous position if a vacancy exists or you may be placed in another similar vacant position if you are qualified.

From time to time, orientation periods are extended to provide further opportunity to assess performance. Extension of an orientation period does not affect benefits eligibility. Successful completion of any orientation period does not alter the employment-at-will relationship discussed in the introduction.

## **2.7 Licensure and Certification**

Licensed and Certified employees are to furnish copies of all required degrees, certifications, licenses, transcripts, etc., which will be placed in your personnel record. Proof of current registration and/or licensure in the state you are applying for work, if the state requires registration for your profession will be required prior to beginning work and must be updated annually.

Validation of license/certification must be made available to The Facility as it is renewed. This evidence of renewal becomes part of your permanent personnel record.

Licensed and Certified employees who fail to renew their license and submit a copy of the renewal to The Facility will not be allowed to work until the expired license or certification is current and a copy is given to The Facility. The employee could be subject to disciplinary actions up to and including termination.

## **2.8 Anniversary Date**

Your anniversary date is the actual date on which you were initially employed by this Facility. This date is used to establish seniority and eligibility for certain employment benefits. If you leave The Facility and are rehired, a new anniversary date is established at the time of rehire. If you receive a promotion or job change with salary increase, that will reset your anniversary for future reviews.

## **2.9 Eligibility for Re-Employment (Rehire Policy)**

Former employees who left The Company in good standing may be considered for re-employment. Generally, consideration for rehire is based on the requirements of the position, previous work record and whether proper notice was given. A former employee who is rehired will be considered a new employee from the date of rehire for purposes of pay, benefits and seniority. Rehired employees are not eligible for sign on bonuses. Any consideration for rehire must have Administrator , Regional Director of Operations and Regional HR team approval.

## 2.10 Personnel Records

A personnel file and a medical file are established in your name when you are hired. Personnel files and all records pertaining to employees are confidential and remain the property of The Company. Upon request to your Administrator, you may review your personnel file with your supervisor. If you wish to include information in your file regarding work-related issues, please submit the information in writing. The Company provides copies of personnel files in accordance with state law. There will be a nominal charge for copying.

Please report any changes in your status (such as name, address, telephone number, marital status, dependents, beneficiaries, etc.) promptly to your Payroll/Benefits Coordinator. No one may disclose or provide employee records to anyone within or outside The Company without authorization. All requests for employee information, files or wage records must be referred to The Administrator and Legal for review. Personnel records are considered Company property and will not be released unless mandated by state specific law.

## 2.11 Compliance, False Claim Reporting and Non-retaliation policy

It is the policy of The Company to provide services in a manner that complies with applicable federal and state laws. This policy is to comply with Section 6032 of the Deficit Reduction Act of 2005 (DRA), providing information about certain federal and state laws in preventing and detecting fraud, waste and abuse in federal health care programs.

The following is a summary of the Federal False Claims Act and Program Fraud Civil Remedies

### 1) False Claims Act: 31 U.S.C §3729-3733

The Federal False Claims Act imposes liability on any person or entity who:

- Knowingly files a false or fraudulent claim for payments to Medicare, Medicaid or other federally funded health care programs;
- Knowingly uses a false record or statement to obtain payment on a false or fraudulent claim from Medicare, Medicaid or other federally funded health care program; or
- Conspires to defraud Medicare, Medicaid or other federally funded health care programs by attempting to have a false or fraudulent claim paid.

A person or entity found liable under the False Claims Act is, generally, subject to civil monetary penalties and any person reporting such act may be entitled to recovery to them.

**2)Program Fraud Civil Remedies Act: 31 U.S.C. § 3801-3812**

The Program Fraud and Civil Remedies Act (PFCRA) creates administrative remedies for making false claims and false statements. These penalties are separate from and in addition to any liability that may be imposed under the False Claims Act.

The PFCRA imposes liability on people or entities that file a claim that they know or have reason to know:

- Is false, fictitious or fraudulent;
- Includes or is supported by any written statement that contains false, fictitious or fraudulent information;
- Includes or is supported by a written statement that omits a material fact, which causes the statement to be false, fictitious or fraudulent; or
- Is payment for property or services not provided as claimed?

Violations of this section of the PFCRA carries civil monetary penalties

**3)Non-Retaliation Protections**

The Company requires that all staff and employees, who believe that someone may be violating the law, must report it to:

- Immediate Supervisor, or
- Facility Administrator, or
- Group Office, Human Resources, or
- Home Office, Human Resources

Reasonable precautions will be taken to maintain the confidentiality of anyone who reports violations; even if it turns out that no violation occurred. No one may punish or seek reprisal against another individual who has conscientiously made a report in good faith. The False Claims Act protects that employee from being discharged, demoted, suspended, threatened, harassed or in any other manner discriminated against in the terms and conditions of employment.

**3.0 WAGES AND JOB CLASSIFICATIONS**

**3.1 Employment Classifications**

The Company will assign all employees into one of the following categories fulltime, part- time or PRN.:

**Regular Full-time.** Regular full-time employees, in accordance with the Affordable Cares Act,are those employees who are regularly scheduled to work in a position and average at least 65 hours for six consecutive pay periods. Regular full-time employees are eligible to receive full benefits. Regular full-time employees must work 65 hours in a pay period to receive credit on vacation accrual. Reference section 4.1for benefit eligibility. This does **not limit** The Facility from scheduling you for more than 72 hours

in a pay period.

**Regular Part-time.** Regular part-time employees are those employees who are regularly scheduled to work less than 65 hours but more than 20 hours per pay period and are eligible for ancillary benefits.

**Weekend.** Weekend employees are those employees participating in the “weekend only” incentive plan(s). Weekend employees are eligible for full benefits if they work at least 65 hours per pay period and have done so for their entire eligibility period and continue to maintain at least 65 hours per pay period. All other employees participating in the weekend only plan working less than 65 hours but more than 20 hours per pay period are eligible for ancillary benefits.

**PRN or Temporary.** PRN employees are those employees who are on-call, either employed through an in-house pool or in-house registry, or who are hired to work on an occasional basis. PRN employees are not eligible to receive any benefits other than those required by law. PRN employees typically work less than 20 hours per pay period but are required to work at least one full shift per month. Temporary employees are not eligible for any benefits due to their brief employment period.

Your Facility may change your classification if there is a change in your position, work schedule or scheduled hours. Employee’s **request** for classification changes is at the sole discretion of The Administrator after successful verification that the employee meets the requirements and The Facility has a bona fide need for this position. Employee must be in their position/classification for at least 90 days and in good standing, before they can transfer out to another position in The Facility.

### 3.2 Work Schedules

Since your Facility serves the needs of residents and patients 24 hours a day, 7 days a week, 365 days a year, work schedules are varied. Your supervisor will discuss your schedule with you either before you are hired or during your orientation. Schedule changes will be made as necessary.

Schedules are typically posted two weeks in advance unless otherwise stated in Facility policy. It is your responsibility to check the posted schedule for any changes. If you wish to make changes to your schedule or to schedule time off, you must secure the prior approval of your supervisor. Please refer to your facility’s attendance policy for additional information.

Your facility has its own policy on attendance. You will be informed of The Facility attendance policy during your orientation. Non-exempt employees are required to record their time worked using the time clock procedures in place at your Facility.

You are not to record time, clock in or clock out on behalf of another employee. Altering, falsifying or tampering with time records is prohibited and subjects the employee to discipline, up to and including termination.

### **3.3 Meal and Work Breaks**

Employees will be provided a one-half-hour unpaid meal break. You are expected to schedule your meal breaks with your supervisor. Your supervisor must approve any variation in this length of time. Meal breaks are not considered time worked, so you must leave your workstation to take your meal break. It is the policy of The Facility that all non-exempt employees working a shift of six (6) hours or more take a thirty (30) minute unpaid break. This break is to be scheduled or coordinated with the employee's supervisor and the employee must be completely relieved of work. These breaks will be automatically deducted from the employee's time sheets. It is mandatory to clock out anytime you leave The Facility premises. Meal breaks may not be used to make up time for tardiness or to leave work early without prior permission from your supervisor.

Your Facility will schedule work breaks in accordance with applicable state and federal law. If an employee is unable to take the 30 minute break, they are responsible for completing a time clock feedback form that indicates that they did not receive the required break and need to be paid for that time. The form must be completed on the same day as the break is missed.

### **3.4 Fair Labor Standards Act-Exempt and Non-Exempt**

Under the Fair Labor Standards Act, exempt employees are salaried and are not entitled to overtime compensation. Salaried employees are not to utilize The Company time clocks for time and attendance tracking. Exempt employees will generally receive their full salary for any workweek in which work is performed. Non-exempt employees are paid hourly and must be paid for all hours worked, including overtime, and any shift differentials for overtime hours.

Exempt employees are expected to work a minimum of 40 hours per work week. The typical workday consists of a minimum of 8.5 hours with a 30 minute unpaid meal break. Excessively working less than 8 hours a day may result in disciplinary action, up to and including termination.

Every effort is made to ensure employees are paid correctly, but mistakes can happen. We ask employees to review their paychecks and report to HR/Payroll any deductions that seem improper. Any reports of improper deductions will be investigated promptly. Improper deductions will be reimbursed and measures will be implemented to avoid re-occurrence. There is no retaliation for the reporting of potential errors or improper deductions.

### **3.5 In-Service/Training**

As part of our continued efforts to offer classes to enhance our employees' knowledge, education and in-service classes will be offered by The Facility on a regular basis. Notices and sign-up sheets regarding the upcoming classes will be posted on your departmental bulletin board.

If an in-service training class is designated “mandatory”, you must attend, and you will be paid for time spent at the class. Examples of some mandatory sessions are the annual fire/safety and infection control. If you do not attend a mandatory in-service, you may be subject to disciplinary action up to and including termination.

In-services sufficient to meet the requirements for All Staff will be available as part of The Facility in-service program. Each certified staff member is responsible for taking advantage of these in-services and maintaining his/her certifications. Certified staff members that fail to attend Facility provided in-services in order to maintain certification shall be responsible for obtaining the required training in order to maintain certification at the employee’s expense.

In-services requirements extend to any electronic training programs, similar to Relias that The Company chooses to utilize. The design of this program is to conduct training in small increments that can be done during the normally worked employee shift without too much interruption.

Shift differentials are not paid to employees for training or orientation periods

### 3.6 Overtime

In order to properly staff The Facility, you may be scheduled to work overtime. When possible, advance notification of these mandatory assignments will be provided. Overtime is paid to all nonexempt employees in accordance with federal and state wage and hour requirements. Depending on your status, you will be overtime on worked hours over 40 hours per week basis. If you are unclear as to your status, you should get clarification from either your supervisor or the Payroll/Benefits Coordinator at your Facility.

Overtime is paid on actual hours worked; not vacation, holiday, sick or leave time. All overtime must be authorized by the immediate supervisor. This authorization is provided on the “Overtime Authorization Sheet” available at the nurse’s station or with your supervisor. If you have not been authorized to stay and work after your shift or clock in early for your shift, you will be subject to appropriate disciplinary measures.

### 3.7 Pay Period

Your pay stub will be available online or on paper on payday. Pay stubs are not available in advance of each payday. W-2’s will be available online by January 31<sup>st</sup> of each year. Pay periods are on a bi-weekly basis.

Review your pay stub for errors and report any mistakes immediately to your Payroll/ Benefit Coordinator and your supervisor. Payroll errors in excess of \$100.00 will be corrected via a manual check request within 2 business days and errors less than \$100.00 will be included in the next payroll cycle regardless of which party’s error. Employees will be assessed a \$25.00 fee for any lost checks or requests due to the employee’s error.

The Company is required by law to deduct social security tax, federal and state income taxes and local taxes, where applicable. Wage attachments and garnishments may also be deducted in accordance with Federal and State law. You may authorize payroll deductions for medical, dental, vision, FSA, ancillary coverages, uniforms, and other items. Medical, dental and vision insurance, 401k, Flexible Spending Account and some ancillary deductions may be taken on a “pre-tax” basis, unless prohibited by law. A signed benefit statement or an election form with appropriate applications needs to be completed in order to receive any benefits that qualify on a “pre-tax” basis.

### 3.8 Performance Evaluation and Salary Review

A performance evaluation provides an opportunity for ongoing communication with your supervisor about your job. Your facility management team may conduct an evaluation upon the completion of your orientation period and once a year around your anniversary date. Additional performance evaluations may be scheduled if performance warrants additional evaluation. Performance evaluations are used for a variety of purposes, including to:

- Acknowledge areas where you are doing well
- Determine areas for improvement, and
- Identify resources, job enhancements or training that you need.

Your salary may be reviewed at the same time as your performance evaluation. If a salary increase is recommended, it will be based upon your performance since the last increase, your placement in the salary range, the financial position of The Facility and company, and trends in the healthcare industry. Salary increases may become effective at any time during the year. Wage increases are not mandatory. **Wage increases can only be awarded retroactively with CEO or VP Operations approval and under extreme circumstances only.**

Any employee status or wage changes can only be made effective on the first day of the pay period. No mid period changes are allowed. If your classification is on a wage grid you will not receive annual wage reviews and will follow the grid until such time you exceed the highest grid amount and then you will be eligible for annual wage reviews until you reach the capped wage.

Each position designated within The Company will have an established maximum wage level that is not to exceed 125% of the discipline/department starting wage. Any employee that is currently in excess of this maximum wage level will be considered capped and not eligible for further wage increases. Employees that are covered under a Collective Bargaining Agreement are governed by that signed agreement.

Employees that are capped maybe considered for a merit cap bonus but only with Administrator AND Regional Director of Operations expressed approval.

### **3.9 Reimbursed Expenses**

Expenses that are submitted for Company reimbursement should be submitted on a personal expense report no later than 30 days after the date incurred to be eligible for reimbursement. Expenses outside this 30 day window should be submitted to the CFO for consideration

## **4.0 EMPLOYEE BENEFITS**

### **4.1 General Overview**

The Company is committed to providing a comprehensive benefits program for all eligible employees. In addition to receiving a competitive salary and having an equal opportunity for professional development and advancement, you may be eligible to enjoy other benefits which will be an important part of your total compensation package.

Complete Summary Plan Descriptions of your benefits will be available to you upon you becoming eligible to participate. The Plan documents themselves govern and constitute the only full statement of benefits provided and applicable restrictions.

The Company reserves the right to amend or terminate any of the benefit programs or to require or increase employee contributions with or without advance notice and at its sole discretion. The Company will provide as much advance notice of any changes as reasonable and practical. The Employee contributions are deducted on a pay as you go status. No advance premiums are collected. All benefits terminate on the employees last day of employment.

Once each year The Company holds an open enrollment period for health-related benefits where all eligible employees can add, change or end coverage in certain pre-tax benefit plans such as Medical, Dental and Vision Insurance. All facilities will be notified when open enrollment is to occur. Some ancillary coverages will be offered to part time employees at their own expense. Employees need to check their deductions on their paychecks to make sure that they are enrolled in the correct plans. Changes can not be made 30 days after the coverage effective date.

Please note that since your contributions toward the cost of these and other benefits is made on a pre-tax basis, federal law does not allow you to make changes in coverage during the plan year unless you experience a qualified life event as described in the Section 125 plan documentation, and apply for corresponding changes to coverage within 31 days of the change. For complete information regarding any of our benefit programs, please consult the Summary Plan Descriptions, Plan documents or contact your Payroll/Benefits Coordinator.

### **4.2 Group Medical, Dental and Vision Plans**

In order to be eligible for the Medical, Dental and Vision Plans employees must average at least **65 hours per pay period and have completed your waiting/eligibility period.** To enroll in these plans, you must meet with an enrollment counselor or properly complete the benefits enrollment forms and return them to your Payroll/Benefit Coordinator within **30 days** of your eligibility date. Part time, PRN, Baylor or Interim employees are not eligible for The Company core benefits, but may qualify for ancillary products.

The Company pays a substantial portion of the medical coverage for eligible employees. You pay the balance with pre-tax dollars through payroll deduction. Please review your paycheck stub to determine that the deductions are accurate. If you have been enrolled in a plan but have not been paying the required premium, The Company may recover the unpaid amounts through payroll deduction unless prohibited by law, or your coverage may be canceled

The Company expects numerous changes to the employee benefit plans as we approach the key dates in the AFFORDABLE CARE ACT. We cannot list every change and all major items will be communicated through the PBC.

### **4.3 Group Term Life Insurance**

Group term life insurance (unless covered under separate legal agreement) is provided by The Company to full-time employees and is effective based on the same waiting/eligibility period as for our Medical, Dental and Vision programs. Please be sure to designate a beneficiary on the enrollment form.

### **4.4 401(K) Plan**

All employees who have at least one year of service with The Facility, have worked a minimum of 1000 hours within the past 12 months and are at least 21 years old, are eligible to participate in the 401(k) plan. This plan allows eligible employees to save regularly, defer taxes and save for retirement.

**There is a 365 day waiting period for 401k participation.**

Employees are eligible to enter the plan on the first day of each plan month after they have met the minimum eligibility requirements for the plan. You may invest a portion of your gross pay in a variety of funds through regular payroll deductions. The employee is completely responsible for all investing decisions. Failure to choose investment elections will result in all 401k funds being placed into the default investment election. The money you invest is not subject to federal withholding taxes until the funds are withdrawn. The Company reserves the right to voluntarily pay a discretionary match at its own discretion. You must work a minimum of 1000 hours during each calendar year to be vested for that year in the Employer match portion, if The Company elects an Employer Match for that year. Please make sure you elect a beneficiary for your 401k if you elect to participate.

For more information please consult the Summary Plan Description or contact your Facility's Payroll/Benefit Coordinator.

## 4.5 Continuing Education/Tuition Reimbursement

The Company encourages employees to further their education in relation to their job and company responsibilities.

### Employee Eligibility Requirements:

All full-time employees with at least one year of service and minimum performance rating of "satisfactory" or its equivalent are eligible to participate in the Continuing Education/Tuition Reimbursement Program. A full time employee is defined as an employee who maintains, with a combination of credit hours enrolled and hours worked, a minimum of 65 hours.

### Eligible Expenses:

Course(s) must be for certification or licensure for positions currently utilized in The Facility. Eligible expenses include: tuition, fees and all other course required materials (i.e. Uniforms, special calculators, etc.). General education courses are not eligible for reimbursement.

### Reimbursement of Eligible Expenses:

Proof of successful completion of course(s) and application for Tuition Reimbursement will be required along with appropriate receipts/cost documentation before reimbursement will be approved. Maximum reimbursement amount per 12 month rolling period (based on full-time hire date) is \$2,000.00. See your Administrator for additional details regarding the application process. **If the employee separates employment within one year of receiving tuition reimbursement the employee will be required to pay this benefit back to on a pro-rated basis.**

## 4.6 Student Loan Repayment Program (SLRP)

Prestige understands the issues that face today's diverse workforce and strives to provide unique opportunities to promote/reward longevity. A Student Loan Repayment Program allows us to do just that by contributing funds on a monthly basis towards employees existing student loans.

Please see your facility Payroll Benefit Coordinator for eligibility requirements and details on how to participate.

## 4.7 Occupational Injury or Illness Benefits

As a Company employee, you are automatically enrolled to receive benefits for compensable work-related injuries or illnesses. State law controls benefits and coverage. The Company pays the full cost for this protection.

It is essential that you promptly report any on-the-job illness or injury to your supervisor,

no matter how minor it may appear at the time. You must complete a Company Incident Report by the end of the shift on which your illness arose or injury occurred.

If the injury requires medical attention then you will be required to submit to a Drug/Alcohol test at a medical Facility. Refusal of the Drug/Alcohol test may result in disciplinary action up to and including termination of employment. Failure to follow this policy may result in a loss of benefits and possible disciplinary action.

Any group disability income benefits to which you may be entitled will be reduced by any benefits you receive under this program. Lost work time resulting from a work-related injury or illness may require you to take a leave of absence. Leaves of absences are described more fully in the Leaves of Absence section of this handbook.

**4.8 COBRA**

Federal law, Consolidated Omnibus Budget Reconciliation Act (COBRA), requires The Company to offer covered employees and covered family members the opportunity for a temporary extension of health, dental, vision and FSA coverage at group rates when coverage under the plan would otherwise end, due to certain qualifying events. This notice is simply intended to inform you (and your covered dependent(s) if any), in a summary fashion of your potential future options and obligations under the continued coverage provisions of the law. Should an actual qualifying event occur in the future, the plan administrator will send you the appropriate notification, after the qualifying event, through the mail and within established time limits. These forms will not be available from The Facility.

**5.0 TIME OFF BENEFITS**

**5.1 Vacation**

Full-time employees are eligible for vacation. Vacation benefits and accruals are as follows:

Vacation time will be accrued based on hours worked and are eligible to use after 90 days of full time employment with Administrator or designee approval. From that point, vacation hours are accrued and USABLE per pay period. Part time, PRN, Temporary and Baylor employees are not eligible. Vacation time is run in conjunction with FMLA not in addition to.

**Vacation Accrual Rates**

- o 0-5 years .0385 of vacation per hour worked capped at 80 vacation hours
- o 6-10 years .0577 of vacation per hour worked capped at 120 vacation hours
- o 10+ years .0769 of vacation per hour worked capped at 160 vacation hours

To calculate your vacation hours received per pay check, multiply your hours worked

by your accrual rate (example 80 hours worked,  $80 \times .0385 = 3.08$  hours of vacation will be added from that pay period). To accrue vacation hours, a full-time Regular employee must work 65 hours in a pay period.

Salaried employees will have vacation accrued based on an 80 hour pay period and at their appropriate accrual rate based on years of service, unless you take off time without pay. Employees can rollover up to 80 hours per year on your anniversary date. However an employee can NEVER go over their capped hour amount, even with rollover hours. Once an employee reaches their cap, then they will not accrue any more vacation hours until they fall below that capped amount. The minimum time used is 2 hours for hourly and 8 hours for salaried staff. Vacation requests must be submitted at least 2 weeks prior to the desired time off. Each supervisor must approve vacation time off for those employees in his/her department. Vacation time may be denied if it would result in a negative impact on resident care.

Vacation time is designed to supplement the employee up to but not to exceed 80 hours in a pay period. If using vacation time amounts to more than 80 hours of pay in a period, the use of vacation may be denied by The Facility. Cash out of vacation or sick time is prohibited unless covered by company policy.

If an employee gives The Facility proper notice of separation as defined in section 9.1 of this employee handbook, then any unused, earned vacation time will be paid upon Separation. Failure to give proper notice will result in forfeiture of all earned but un-used vacation time.

Employees will be assigned to their appropriate accrual rate based on their years of service with The Company. The Company considers vacation and PTO time as the same.

Employees that are covered by a CBA are excluded.

## **5.2 Sick Pay (Full-time employees only)**

Employees must work 90 days before any sick time will be paid. Full time employees receive their allotted hours of sick time on their 91<sup>st</sup> day of employment. Full time employees will be given their allotted hours of sick time every year on their anniversary date. The minimum time used is 2 hours. No Sick hours for salaried staff will be rolled over from year to year. Hourly staff can roll over 50% of their unused sick hours on their anniversary to the next year. The absolute maximum sick time an hourly employee can have with rollover hours is 60 hours, no exceptions. Any Sick time between November 15<sup>th</sup> and January 5<sup>th</sup> requires a doctor's note for payment of sick hours. The Company medical plan offers Telemed services and that will count toward this rule. Sick time is never to be paid out upon separation from service with The Company.

Years of Service	Sick hours per year
91 days- 5 years	24 hours
6 years – 10 years	32 hours
10+ years	40 hours

Because you work closely with (or in the same environment as) residents, you are required to advise your supervisor about any illness that you have or think you have. Infections, boils, fever, fever blisters, excessive coughing, sore throat, excessive sneezing, vomiting, diarrhea, or any wound or lesion which is draining needs to be discussed with your supervisor. If your supervisor decides you are too ill to work, you will be prevented from working due to medical reasons and your absence will be considered a “sick day” under this policy.

Sick time is designed to supplement the employee up to but not to exceed 80 hours in a pay period. Cash out of vacation or sick time is prohibited. Employees that are covered by a CBA are excluded

**5.2.1** Michigan Sick Time ONLY effective March 29, 2019, reference HR Guideline #285

### **5.3 Holiday Pay (Full-time and Part-time)**

The Company policy is that if an hourly/non-exempt employee works one of the six identified holidays (New Years, Memorial day, 4<sup>th</sup> of July, Labor Day, Thanksgiving and Christmas) they are paid double pay (two times their hourly rate, excluding shift differentials) for the hours they worked on that holiday, up to a maximum of 8 or 12 hours of holiday pay based on whether The Facility schedules the staff members on 8 or 12 hours shifts example, if an employee regularly works and 8 hour shift they are only eligible for 8 hours of holiday paid, even if they work more on the holiday. If an employee does not work on the holiday they will not receive ANY Holiday Pay. Employees may choose to use vacation pay with Administrator approval. Salaried staff will receive 6 paid holidays. The Administrator must schedule the salaried staff holiday in a manner that has the least amount of impact on The Facility.

Employees are required to work both their nearest scheduled workdays (the day before the holiday and the day after the holiday) in order to receive any Holiday Pay. Failure to meet this requirement will result in the employee forfeiting any Holiday Pay for that particular holiday.

The Company pays for 3 shifts on the established holidays and they are in order, 3<sup>rd</sup> shift, 1<sup>st</sup> shift and then 2<sup>nd</sup> shift or 2 twelve hour shifts if on regularly scheduled 12 hour shifts.

**Note: PRN and temporary staff are not eligible for Holiday Pay**

## 5.4 Leaves of Absence

The Company provides leaves of absence for medical reasons, personal reasons, and military duty in accordance with federal and state law. In addition to the leaves described below, some state laws require different types or duration of leaves for family matters and other reasons. The leave of absence policies in this handbook apply to all employees in every state in which The Company has a facility. For specific information about leaves of absence that may apply in the state in which you work, please contact your Facility Payroll/Benefit Coordinator.

### General Eligibility and Provisions for All Leaves

**Notice.** If the leave is planned in advance, you should provide your supervisor at least 30 days written notice before your anticipated leave date. If the leave is unexpected, you should notify your supervisor and provide written notice as far in advance of the anticipated leave date as practical.

**Documentation and Certification.** The appropriate forms are available from your Facility's Payroll/Benefit Coordinator and must be submitted for approval before taking any leave of absence, or as soon as possible if the leave is unforeseen. Medical certification to support the leave may be required.

**Leave Termination.** If you fail to return from leave as scheduled (back to work date) and have not contacted your supervisor, you may be deemed to have voluntarily resigned your position.

## 5.5 Family and Medical Leave of Absence

### EMPLOYEE RIGHTS UNDER THE FAMILY AND MEDICAL LEAVE ACT

#### LEAVE ENTITLEMENTS

Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within 1 year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;

- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.  
An eligible employee who is a covered service member's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the service member with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

## **BENEFITS & PROTECTIONS**

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits and other employment terms and conditions. Any missed deductions that are not paid during the leave period must be made up and current upon returning from leave. A make-up schedule will be sent to the payroll benefits coordinator and communicated with the employee.

An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, Opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

## **ELIGIBILITY REQUIREMENTS**

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least 12 months;
  - Have at least 1,250 hours of service in the 12 months before taking leave;\* and
  - Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.
- \*Special "hours of service" requirements apply to airline flight crew employees.**

## **REQUESTING LEAVE**

Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

## **EMPLOYER RESPONSIBILITIES**

Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.

Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

## **ENFORCEMENT**

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

**1-866-4-USWAGE**

**[www.dol.gov/whd](http://www.dol.gov/whd)**

**For additional information or to file a complaint:**

**(1-866-487-9243) TTY: 1-877-889-5627**

**U.S. Department of Labor Wage and Hour Division**

**THE UNITED STATES DEPARTMENT OF LABOR WAGE  
AND HOUR DIVISION**

**This is a copy of information contained on the WHD poster,  
posted in The Facility.**

## **5.6 Personal Medical Leave of Absence (same as Michigan Medical Leave of Absence)**

The Personal Medical Leave of Absence (PMLA/MMLA) is designed for employees who do not qualify for FMLA/MMLA leave. This leave is up to a maximum of 30 days of protected leave from work in a 12 month rolling period.

**Eligibility.** You are eligible for 30 days of PMLA/MMLA when you have completed at least 90 days, but less than 12 months of service with The Company.

**Intermittent and Reduced Schedule Leave.** Intermittent and reduced schedule leave is not available under PMLA/MMLA.

**Medical, Dental, Vision and Life.** Your benefits will terminate after your first four weeks of leave and you may elect COBRA coverage thereafter.

**Job Reinstatement Rights under PMLA.** You are not guaranteed reinstatement to your former position or an equivalent position following a leave taken under PMLA/MMLA unless required by state or local law. However, The Company will endeavor to reinstate you based upon performance considerations and Facility needs.

## 5.7 Personal Leave of Absence

If you do not qualify for one of the leaves otherwise described in the Leave of Absence section of this handbook, and you have been employed for 12 continuous months And are of FULL TIME STATUS ( Part time and PRN status are ineligible), you may request a personal leave of absence. Requests for a personal leave are granted solely at the discretion of The Administrator. Considerations for approving a personal leave will depend on:

- The reason for the leave;
- Length of the requested leave;
- Facility staffing concerns;
- Your overall performance and dependability record;
- Your length of service, and
- Facility needs.

**Pay.** Personal leaves are unpaid. Any earned vacation and/or sick time must be used prior to taking a Personal Leave.

**Leave Time Allowed.** You may request up to 30 days personal leave within a 12 month rolling period.

**Documentation.** You are required to complete and submit the Personal Leave of Absence request forms, which you can obtain from your facility Payroll/Benefits Coordinator. You must obtain signed approval from your facility administrator before starting your personal leave.

**Return to Work.** Failure to return to work at the expiration of your 30 days of personal leave will be considered a voluntary resignation.

**Status of Benefits during Personal Leave Time off Benefits.** Vacation and/or sick time will not accrue until your return to active work. You will not be eligible for Holiday Pay or any bonus payouts while on leave

### Small Necessities Leave Act

Allows employees who [qualify under the federal family and medical leave act](#) to take off up to 24 hours unpaid, in a 12 month period for:

- your child's school activities, such as parent-teacher conferences
- your child's medical appointments

your elderly relative's medical appointments or appointments for other professional services related to the elder's care,

### Military Duty Leave of Absence

The Company complies with all applicable laws regarding military leaves of absence. To request a leave of absence for military service, you must furnish your supervisor with written proof of the service requirements two weeks in advance of service dates, or as soon as otherwise feasible. You may elect to use available vacation time during military training or service.

**Pay and Benefits.** In the case of military training leave of absence, full-time employees with at least three months of continuous service are eligible to receive pay for the difference, if any, between regular pay and the amount of military training pay for regularly scheduled workdays. Pay is limited to eight hours a day and ten workdays in a calendar year. A copy of the military pay record is required. Benefits will continue during military training leave.

In the case of military duty leave of absence, full-time employees are eligible to receive pay for up to 30 days for the difference, if any, between base pay and military earnings. Pay will not exceed eight hours per day. A copy of the military pay record is required. Medical, dental and life coverage as applicable under the group plans, subject to the employee continuing contributions, will continue for the latter of 30 days or until becoming eligible for military benefits.

## 5.8 Court Appearances

You will receive time off to comply with a court summons or a legal subpoena to appear as a witness in a judicial proceeding.

**Pay.** You are not paid for time off from work to appear in court as a witness pursuant to a subpoena or if you are a party to a lawsuit unless otherwise required by state law. The Company pays for time off from work to appear in court as a witness on behalf of The Company. You should devote as much time to your job as is practical and reasonable while serving as a witness.

**Documentation.** You are required to provide a copy of the official summons or subpoena to your supervisor upon receipt unless otherwise required by state law.

## 5.9 Jury Duty (Full time and Part time)

Serving on a jury, when called, is our civic responsibility, and we want you to be able to fulfill that responsibility with no personal financial loss. All full-time and part time employees who are required to serve on a jury during their normal working time will be excused from their regular duties – to the extent that jury service requires. If jury duty requires your absence from work on one of your regularly scheduled work days, you will be paid your regular straight time pay for the number of hours you would have been scheduled to work, for up to a **maximum of 5 days**. Employees receiving this benefit are required to turn in their jury duty pay from the court. Employees are required to return to work if released.

### 5.10 Bereavement Leave

After completing six (6) continuous months of regular full-time employment, you may receive time off due to a death in your immediate family. Immediate family members included in this policy are your parent, grandparent, brother, sister, spouse, legal domestic spouse, child, grandchild, and corresponding in-law or step family members.

**Pay.** An employee will be paid 2 work days at their base rate per benefit day and their regular scheduled work schedule with a maximum benefit will be:

8 hour shift are eligible for 16 hours of bereavement time  
Yearly max of 32 hours.

12 hour shifts are eligible for 24 hours of bereavement time  
Yearly max of 48 hours.

A benefit day is defined as a regularly scheduled work day that is missed due to bereavement leave.. The Administrator may grant additional NON-PAID hours of bereavement leave.

**Leave Time Allowed.** Up to three business days may be available. If extended travel time, or additional time is required, you may use vacation time or personal leave time if approved in advance by your supervisor and facility administrator.

## 6.0 EMPLOYEE CONDUCT

### 6.1 Standards of Conduct

As a member of The Company team, you are expected to conduct yourself and communicate with residents, patients, visitors and co-workers in a professional and respectful manner.

All employees are required to immediately notify their Facility Administrator of any arrests and **any convictions of any kind**.

To help ensure that we have a common understanding of appropriate work conduct and communication, you are expected to know, understand and follow the policies in this handbook, the Code of Conduct, as well as policies and procedures implemented by your Facility. In addition, listed below are examples of behavior The Company

considers to be gross or serious misconduct which may result in disciplinary action up to and including immediate termination. This list is not all-inclusive and does not alter the at-will status of your employment.

1. Violating the rights of residents and patients, including abuse, neglect or misappropriation of property or for failing to report to your supervisor any instance in which you have reason to believe a violation of a resident's or patient's rights has occurred.
2. Failing to render care to a resident or patient.
3. Providing medical services or treatment that you are not authorized, certified or licensed to provide or outside scope of your position.
4. Violating The Company's policies, including but not limited to conflict of interest, harassment, discrimination, violence prevention, drug-free workplace, confidentiality, criminal conviction, safety and security, computer, internet and email, and The Company's Code of Conduct.
5. Committing an unlawful act at or on Facility property, or behavior outside the workplace which brings discredit to The Company, or adversely affects the normal operation of The Company.
6. Falsifying employment documents, timekeeping records (includes clocking in and/or out for someone else), medical records or any company, governmental, resident or patient records.
7. Stealing, unauthorized possession, destroying, intentionally damaging or misusing Company property or the property of residents, patients, visitors or co-workers.
8. Refusing a job assignment, directive or being insubordinate to a Facility supervisor.
9. Smoking, eating, lounging, sleeping or appearance of sleeping during work time or in an unauthorized area, or performing personal business during work time.
10. Using any resident telephones for any reason except emergencies authorized by The Facility Administrator.
11. Accepting money or gifts from residents, patients, visitors or those doing business with The Company of more than a nominal value, or any item if it is intended to influence your actions or decisions.
12. Engaging in horseplay, destructive practical jokes, or other dangerous acts.
13. Possession of firearms, explosives, knives, or other weapons, while on Facility premises.
14. Fighting or engaging in violent or threatening behavior of any kind.
15. Failing to clock-out before leaving The Facility premises for any reason other than Company business.
16. Using obscene, inappropriate, abusive or threatening language.
17. Leaving your work area or Company premises without prior authorization while on duty.
18. Endorsing outside medical services to residents, patients, or families without Company authority.

19. Engaging in inappropriate or unprofessional personal relationships with residents, patients, visitors, co-workers or those doing business with The Company.
20. Refusal to work assigned overtime.
21. Failing to obtain prior authorization for changes in the work assignment, schedules or overtime.
22. Disruptive or distracting behavior in the workplace including insubordination.
23. Failing to report for scheduled work without calling The Facility in advance ("no call/no show"). Terminations for "no call/ no show" or other job abandonment will result in final wages being paid at minimum wage and forfeiture of accrued vacation time.
24. Any action that is considered to be threatening to the health or well-being of others or the continued productivity or standards of The Company.
25. Posting, producing of any negative, disruptive, critical or unprofessional electronic communications related to residents, employees, facility or any company activity on any social media outlet, text message, picture message, voicemail, message boards or directly with any of the above.
26. Using sick leave (FMLA, PMLA, LOA) or sick pay for a purpose other than intended will constitute sick time abuse.

## 6.2 Attendance and Punctuality

The ability to provide quality care for our residents and patients depends on everyone taking responsibility for good attendance. Your attendance is an important aspect of your work performance. We expect every employee to report to work on their schedule shift and be ready to work on time.

Too many unscheduled absences or late arrivals, or patterned absences proceeding or following weekends, holidays and paydays, will result in disciplinary action, up to and including termination. In addition, if you do not report for work as scheduled and fail to notify your supervisor, you will be considered a "no call/no show," and your job may be considered abandoned by you.

Each Facility has developed its own attendance policy, but you should follow these **basic guidelines**:

- Know and follow your facility's attendance expectations;
- Call your supervisor well in advance of your scheduled start time if you will be absent or late;
- Call personally unless you are medically unable to do so;
- Call each day of continued absence before your shift is scheduled to start unless other arrangements have been made with your supervisor; and
- Call your supervisor if you will be late, to confirm that you will report to work and give your estimated arrival time.

## **6.3 Confidentiality**

It is The Company's policy to protect the confidentiality of information concerning residents, employees, business practices, policies, finances, operations and assets. Information you obtain in the course of your employment regarding residents, patients, company assets, activities and operations is confidential. You are not only expected to refrain from disclosure, but you are responsible for safeguarding all confidential information, providing such information only on a need-to-know basis.

Direct all requests for information about The Company, your job, co-workers, residents, or The Company policies to your Facility Administrator. Misuse or unauthorized disclosure of confidential information will result in disciplinary action, up to and including termination. Please refer to The Company's Code of Conduct for more information on protecting confidential information.

Making a recording of any Company conversation or video of any company activities without express permission is prohibited and any employee that does this may be subject to disciplinary action, up to and including termination.

## **6.4 Outside Employment**

If you wish to work another job while you are employed with The Company, you are expected to notify your supervisor before accepting the position. Your supervisor will generally approve this request as long as the outside employment does not interfere with your commitment to The Company's professional standards. Please refer to the Conflict of Interest policy for further information.

## **6.5 Company Communications**

Communications about The Company affects our reputation in the community. In an effort to protect the integrity of The Company's image, all employees should refrain from any public communication on behalf of The Company or its operations unless approved in advance by the Media Director (section 6.7).

Refer any request or inquiries from public news and information organizations to your Facility Administrator. Your Administrator will contact Corporate Communications prior to responding to the request.

Information concerning residents or patients is confidential and not to be communicated or disclosed without the written authorization from the resident, patient or designee. Refer any requests or inquiries for information from any source outside The Company regarding residents and patients to your supervisor or Facility Administrator.

Information concerning employees and former employees is confidential. Refer all requests for employee information to your Facility Administrator.

## **6.6 Personal Appearance**

Our Facility expects employees to abide by certain standards in personal appearance and to dress in a manner consistent with safe and efficient operations and good public image. Unless covered under a more extensive policy the following are considered unacceptable dress code infractions: wearing sleeveless shirts, open toe shoes or direct care employees wearing jeans or denim pants. Office staff are to wear business casual attire.

The manner of dress may vary from department to department depending upon the work to be performed and the standards for the particular department. Departmental dress standards will be communicated to you by your supervisor. Direct care employees must comply with various CDC guidelines and company guidelines regarding care and hygiene, such as appropriate length of nails etc.

If an employee's personal hygiene becomes offensive to the staff or residents of The Facility, and after appropriate attempts to correct the problem with the staff in question, disciplinary actions up to and including termination can be imposed with Administration and Human Resource approval.

If an employee chooses to have tattoos or facial piercings, other than reasonable "ear piercings" The Facility may require that tattoos be covered during working hours and that additional piercings be removed during working hours.

## **6.7 Media Contact**

If you are approached by any Press or Media person or entity referencing an inquiry/statement/opinion or a request to be interviewed please refer them to the corporate Media Director, Bill Gray at 502-396-3245. Give them the corporate number and ask them to contact this person. Do not directly comment or participate in any interview or inquiry by the Press or Media without prior authorization from Bill Gray.

# **7.0 SAFETY**

## **SAFETY IN OUR FACILITY**

Safety is everyone's responsibility and it starts with our employees. Our Facility makes every effort to provide a clean and safe environment for residents, visitors, and employees. Employee involvement is a very important part of our philosophy, and safety is an area where employee involvement is critical. By using equipment provided, participating in the safety committee, practicing safe work procedures, and by giving suggestions and input regarding safety issues, you can help make The Facility's safety program work. Do not wait until a problem occurs to make a recommendation(s) to a supervisor and/or the safety committee for corrective action.

## **7.0 Safety Committee**

The Safety Committee is the heart of an effective facility safety/loss prevention

program. Our facility has a safety committee comprised of employees from each department. The committee meets monthly to review incidents and accident reports, looks for any trends in accident experience and makes recommendations to The Administrator. The Safety Committee also monitors existing safety policy and programs to insure that they continue to be effective. Employees are encouraged to join and actively participate in the Safety Committee. Involvement with the safety program and participation in the Safety Committee are key elements to the success of The Facility's safety program and a safe working environment for all employees.

## **7.1 Disaster Plan**

A disaster plan has been prepared for this Facility to help meet any emergency. Employees are expected to be available, if needed, should an emergency occur. In addition, you are expected to know your duty in The Facility's disaster plan. The Facility disaster plan shall be reviewed with you as part of the orientation program

## **7.2 Accidents to Residents/Visitors**

If you witness or discover an accident in which a resident or a visitor is injured or appears to be injured, immediately give all the assistance possible and then report the incident to your supervisor and/or Administrator. If you suspect that the person is seriously injured, do not attempt to move him/her. Immediately call for a nurse. Special reports are required for all accidents to residents and visitors. The Administrator may ask for your help in completing such a report.

## **7.3 Work-related Illness/Injury**

If you should suffer an illness or injury on the job, no matter how minor, you must inform your supervisor immediately. If your supervisor is not present at the time of the injury, you must report the incident to The Administrator and/or the charge nurse. Reporting must be made prior to the end of the shift during which the injury or illness occurred and before you leave the building. Should you witness an accident or incident involving an employee, report the facts immediately to your supervisor.

## **7.4 Incident/Accident Report**

An incident/accident report must be filled out if there is an accident/incident (any unusual occurrences) taking place on the premises which involve residents, employees, volunteers, or visitors. Failure to report incidents and employee accidents on the shift on which they occur may result in employee disciplinary action and/or termination.

### **If the incident involves an employee:**

- 1.** It must be reported to the supervisor immediately and a written Employee Incident Report must be submitted during the shift on which the incident occurred.
- 2.** If an employee is injured on the job, the supervisor may direct the employee to appropriate medical care. Injured employees may be seen by the preferred medical provider for The Facility. Furthermore the employee may be required

to submit to a drug/alcohol test at The Facility or upon arrival.

3. If the employee initially decides not to see a doctor and later changes his/her mind, the employee must notify the supervisor immediately upon determining the need for medical treatment.

**If the incident involves a resident, volunteer, or visitor:**

1. If you witness an incident involving a resident, report it to the nurse in charge immediately. You will be required to describe the incident as a witness and to sign the completed Resident/Visitor/Volunteer Incident Report for verification. When describing an incident, be sure to relate only factual events that you actually saw or heard and avoid any speculation.

## **7.5 Fire**

The greatest danger in most fires is panic. Residents are alarmed by excited emotions.

**NEVER SHOUT “FIRE”!** Residents look to you for protection, so be calm and move with assurance. The Facility fire and disaster policies and procedures will be explained to you in detail during your orientation. At the first evidence of a fire, you must do the following, listed in order of their priority:

### **R-RESCUE, A-ALARM, C-CONTAIN, E-EXTINGUISH**

## **7.6 Flammable Liquids**

NO flammable liquids shall be on The Facility premises except those provided by The Facility.

## **7.7 Smoking**

Many fires in health care facilities have been started by persons violating smoking regulations. The Company will comply with all State Laws. It is absolutely vital that smoking regulations be followed.

- A. Smoking for employees is allowed only in the designated area.
- B. Smoking and Vaping by employees is NOT permitted in other parts of the building at any time. (You are never permitted to smoke in a resident's room).
- C. Each employee and his/her supervisor is responsible for enforcement of smoking regulations and is responsible for enforcing smoking regulations in regard to visitors in his/her area during his/her shift.

## **7.8 Weapons**

All employees of this Facility and any other person coming onto The Facility's premises are prohibited from carrying any dangerous weapon of any sort, concealed or visible. This prohibition also applies to any Facility sponsored event off our premises. Any employee violating this policy shall be subject to immediate disciplinary action, up to

and including termination of employment. Any employee having questions concerning this policy should contact The Administrator of The Facility.

## **7.9 Facility Property Searches**

The Facility reserves the right to search, manually or electronically, Facility property such as lockers, cabinets, desk, work stations, computers and other work areas.

Employees shall have no expectation of privacy in the use of Facility property. Upon reasonable suspicion, The Facility also reserves the right to search an employee's person and property that is brought onto Facility property such as lunch boxes, purses, backpacks, and vehicles. Refusal to consent to a reasonable search request may result in disciplinary action, and/or termination.

## **7.10 Safety Rules for Employees**

Employees are required to comply with all safety procedures in addition to their specific departmental rules to prevent injury to residents, visitors, and employees. Examples of these rules include, but are not limited to, the following:

- All employees are required to have assistance or use appropriate safety equipment when lifting or transferring a resident;
- All employees are required to wear low-heeled slip resistant shoes and no open toe/open heel shoes; CROC-like shoes are forbidden, if you have questions about your footwear please see your supervisor.
- All employees must adhere to The Facility smoke rules;
- Oxygen safety precaution signs must be posted whenever oxygen is used. All smoking materials must be removed from the area before oxygen is started;
- All toxic chemicals must be properly labeled and stored in a secure/locked area;
- All spills must be cleaned up immediately upon discovery;
- "Wet Floor" signs must be used at all times when floors are being mopped or cleaned;
- All carts must be pushed, not pulled;
- Employees may not use or operate any mechanical equipment unless properly instructed in its use;
- Horseplay or running in The Facility is prohibited; and
- All employees must report incidents/accidents to their supervisor during the shift on which they occur.

**THERE ARE NO EXCEPTIONS;  
EMPLOYEES FOUND IN VIOLATION OF ANY SAFETY RULE  
WILL FACE IMMEDIATE CORRECTIVE ACTION.**

The Company encourages employees to be aware of their surroundings and to report

any suspicious activity immediately to your supervisor or manager on duty. Employees should use the “buddy system” whenever possible when walking to and from the parking lot to the building. If you are unable to locate a buddy you may ask your supervisor to provide a buddy for you. Please check with your immediate supervisor for additional facility specific safety and security procedures.

## **8.0 COMPANY PROPERTY, PREMISES AND RESOURCES**

### **8.1 General Overview**

Employees are responsible for using company property, premises and resources for authorized business purposes only and for protecting them to the extent possible, from misuse by others, loss, theft or damage.

**“Company Premises”** includes, but is not limited to, offices, work locations, resident and patient rooms, break rooms, halls, common areas, kitchens, closets, lockers, out buildings, parking lots, grounds or locations of The Company operations of any kind, and any vehicle being used for The Company business.

**“Company Property”** includes, but is not limited to, all owned, leased or rented equipment, hardware, software, computers, electronic codes, email, medical devices, furniture, furnishings, business machines, maintenance equipment, supplies, food, keys, identification badges, name tags, credit cards, building access cards, program and procedure manuals, books, documents, records, handbooks, buildings or vehicles.

To protect the health, welfare and property of employees, residents, patients and The Company, as well as to ensure business is being conducted properly, The Company reserves the right to conduct inspections of company property or premises. You should have no expectation of privacy in your use of company property, premises or resources. The Company is not responsible for anything destroyed, lost or stolen from your locker, desk, cabinets or other storage containers or areas on company premises.

### **8.2 Care of Facility Property**

Careless handling of equipment, supplies, or property greatly increases the cost of operations. If you observe equipment or facility property in need of repair or attention, or see waste or misuse of equipment and/or supplies, please aid The Facility by reporting these situations to The Facility Administrator in writing.

### **8.3 Telephone Usage**

Company telephones are the property of The Company and should be reserved for company business. Answer facility telephones promptly, identify yourself and The Company and take accurate messages. Limit your personal calls to emergencies or essential personal business. Personal long distance calls may not be charged to The Company.

### **8.4 Social Media Policy**

The Company respects the desire of employees to use social media (see definition below) for personal expression. However, employees' use of social media can pose risks to The Company's and residents' confidential, proprietary and sensitive information, can harm The Company's reputation in the community, can expose

The Company to discrimination and harassment claims, and can jeopardize The Company's compliance with business rules and laws, including but not limited to The Company's compliance with the Health Insurance Portability and Accountability Act (HIPAA) and related laws and regulations protecting residents' protected health information (PHI).

To minimize these business and legal risks, to avoid loss of productivity and distraction from employees' job performance, and to ensure that The Company's IT resources and communications systems are used appropriately as explained below, The Company expects its employees to adhere to the following guidelines and rules regarding social media.

## Definitions

**Electronic Devices** – Any device used for Electronic Communications or Electronic Information, including but not limited to: computers, laptops, tablets, digital cameras, video recorders, fax machines, copiers, scanners, telephone systems, smartphones, cell phones, iPod, and pagers.

**Media** – Any equipment on which Electronic Communications or Electronic Information is stored, including but not limited to: servers (including the cloud), CDs, DVDs, hard drives, flash drives, memory cards, and SIM cards.

**Electronic Communications or Electronic Information** – Including, but not limited to: electronic mail (email) messages, attachments, or links; instant messages; voicemail messages; text messages; digital photos; telephone conversations; Internet histories; social media posts, conversations, or messages; facsimiles; or any other kind of files, data, documents, communications, or messages, transmitted to, received by or printed from, or stored or recorded on any electronic device or on any media.

**Social Networking Communications** – Any form of Electronic Communications or Electronic Information utilizing any form of networking environment, including but not limited to: all social networking forums or platforms such as Facebook, LinkedIn, Twitter, Instagram, Snapchat, YouTube, Pinterest, Tumblr, chat rooms, personal web sites, blogs and wikis.

**Social Media** – Including but not limited to all Social Networking Communications, Electronic Communications, and Electronic Information.

**Protected Health Information** – Including but not limited to any and all individually identifiable information about the physical or mental health condition or treatment of

any individual, including but not limited to: any identifying information about a resident, such as the resident's name or a photo or video of the resident; any information about a resident's health condition or medication; and any information about payment for a specific resident's care and services.

## Standards for Compliance with Related Policies and Agreements

All of The Company's other policies that might apply to Social Media remain in full force and effect. Employees should always adhere to them with respect to all Social Media, whether or not you are using The Company's IT resources and communication systems.

Social Media should never be used in a way that violates any of The Company's policies or employee obligations. If your Social Media activity would violate any of The Company's policies in another forum, it will also violate them in an online, electronic, or digital forum. For example, employees are prohibited from using Social Media to engage in activities that would:

- Violate The Company's policies on use of Electronic Devices or Media.
- Violate The Company's policies on confidential, proprietary and sensitive information.
- Circumvent The Company's ethics and standards of conduct policies.
- Engage in unlawful harassment, discrimination or retaliation in violation of The Company's policies or applicable law.
- Violate The Company's privacy or HIPAA policies or applicable law.
- Violate any other laws or ethical standards (for example, using Social Media in a false or misleading way, such as by claiming to be someone other than yourself).

Employees who violate Company policies or applicable law while using Social Media may be subject to discipline, up to and including immediate termination of employment.

## Protecting Residents' PHI

Employees are absolutely prohibited from using Social Media in any way that would violate HIPAA or otherwise disclose or compromise residents' PHI. This includes but is not limited to the following:

- DO NOT use Social Media to post, upload, send, or otherwise share or disclose a photo or video of any resident without prior written permission of the resident or the resident's authorized agent as required by applicable law. You must use the Company's authorization form to obtain such prior written permission. This prohibition includes photos and videos where the resident is not easily identifiable (e.g., a photo of the resident's hand, a close up photo of any part of a resident's body, or a photo of the back of a resident in the far background of the photo). It also includes photos or video where the resident

is easily identifiable, whether in the photo or video itself or through a caption. This prohibition also includes photos and videos of residents participating in Company-sponsored activities or events. When in doubt, assume that you do not have permission to share a photo or video of the resident. Keep in mind that the resident or the resident's authorized agency may revoke the permission at any time, which could require you to destroy all such photos or videos, including where posted.

- DO NOT use Social Media to post, upload, send, or otherwise share or disclose the name of any resident (even if just the first name or a nickname) without prior written permission of the resident or the resident's authorized agent as required by applicable law. You must use The Company's authorization form to obtain such prior written permission. When in doubt, assume that you do not have permission to share the resident's name. Keep in mind that the resident or the resident's authorized agency may revoke the permission at any time, which could require you to destroy all such photos or videos, including where posted.
- DO NOT use Social Media to post, upload, send, or otherwise share or disclose any information about a specific resident, even without a photo, video, or name, that could allow any individual to identify the resident without prior written permission of the resident or the resident's authorized agent as required by applicable law. You must use The Company's authorization form to obtain such prior written permission. This prohibition includes any resident's age, biographical background information, unique medical condition, treatment or payment information, or other personal or identifiable information about a resident, whether alone or in concert with other information about the resident. This prohibition also includes any photos, videos, or other identifying information about the family members of any resident. When in doubt, assume you do not have permission to share any information about a specific resident. Keep in mind that the resident or the resident's authorized agency may revoke the permission at any time, which could require you to destroy all such photos or videos, including where posted.

### **Use of Personal Electronic Devices in Work Areas**

Personal electronic devices, including, but not limited to, cellular phones, PDAs, electronic games, MP3 players, iPods, CD/DVD players and pagers will not be allowed in the work area without prior written approval of The Administrator. Work areas are those where residents, families and visitors are using The Facility. This includes resident rooms, hallways, dining and common areas, and therapy service rooms. Personal electronic devices may be used during break times in the employee lounge.

### **No Expectation of Privacy in Company's IT Systems**

All contents of The Company's IT resources and communications systems, including

but not limited to all Company Electronic Devices, Media, and any other components of The Company's computer, electronic, or digital system(s) or network(s) (collectively the "Company's IT Systems"), are the property of The Company. Therefore, employees should have no expectation of privacy whatsoever in Electronic Communications or Electronic Information transmitted to, received by or printed from, or stored or recorded on The Company's IT Systems.

You are expressly advised that in order to prevent misuse, The Company reserves the right to monitor, intercept, and review, without further or advance notice, every employee's activities using The Company's IT Systems, including but not limited to Social Media postings and activities, and you consent to such monitoring by your acknowledgment of this policy and your use of The Company's IT Systems. This might include, without limitation, the monitoring, interception, accessing, recording, disclosing, inspecting, reviewing, retrieving and printing of any and all Electronic Communications and Electronic Information, and other uses of The Company's IT Systems as well as keystroke capturing and other network or system monitoring technologies.

The Company also may store copies of such data or communications for a period of time after they are created, and may delete such copies from time to time without notice.

Employees are strongly encouraged to use Company IT Systems to communicate with one another for business purposes whenever possible and to refrain from using personal Electronic Devices for business purposes. If you have any questions about the use of personal Electronic Devices for business purposes, including any exceptions from the general rule against the use of personal Electronic Devices for business purposes, please contact HR.

Do not use The Company's IT Systems for any matter that you desire to be kept private or confidential from The Company.

**Personal Use of Social Media**

Personal use of Social Media is never permitted on working time. Personal use of Social Media is never permitted at any time by means of The Company's IT Systems.

**Media contacts**

Employees should not speak to the media on The Company's behalf without prior permission. All media inquiries should be directed to Bill Gray, **502-396-3245**

**Guidelines for Employees' Responsible Use of Social Media**

The above material covers specific rules, policies and contractual obligations that employees must follow in using Social Media, whether for personal or business purposes, in consideration of their employment and subject to discipline for violations. The following sections of the policy provide employees with common-sense guidelines and recommendations for using Social Media responsibly and safely, in the best

interests of The Company. These guidelines are intended to add to, not contradict, limit or replace applicable mandatory rules, policies, legal requirements, legal prohibitions and contractual obligations.

Protect The Company's Goodwill and Community Reputation. You are personally responsible for what you communicate in Social Media. Remember that what you publish might be available to be read by the masses (including The Company itself, future employers and social acquaintances) for a long time. Keep this in mind before you post content.

Make it clear in your Social Media activity that you are speaking on your own behalf. Use your personal email address, and not your company email address, when connecting to social media sites for personal purposes or making any personal communications via social media.

If you disclose your affiliation as an employee of The Company, it is recommended that you also include a disclaimer that your views do not represent those of your employer. For example, consider such language as "the views in this posting reflect my personal views and do not represent the views of my employer."

Use good judgment about what you post and remember that anything you say can reflect on The Company, even if you do include a disclaimer. Always strive to be accurate in your communications about The Company. The Company encourages professionalism and honesty in Social Media and other communications.

Respect copyright and intellectual property Laws. For The Company's protection as well as your own, it is critical that you show proper respect for the laws governing copyright, fair use of copyrighted material owned by The Company or others, trademarks, logos, and other intellectual property, including The Company's own copyrights, trademarks, intellectual property, and logos.

Respect and comply with Terms of Use of all sites you visit. Do not expose yourself or the company to legal risk by using a social media site in violation of its terms of use. Review the terms of use of all social media sites you visit and ensure your use complies with them. If you are using social media as part of your job duties, pay particular attention to terms relating to:

- Prohibitions or restrictions on the use of the social media site, including prohibitions or restrictions on use for advertising, marketing and promotions or other commercial purposes (for example, Facebook's Statement of Rights and Responsibilities (its terms of use) and accompanying Promotional Guidelines specify the terms for businesses administering promotions through Facebook).
- Ownership of intellectual property used on, or information collected or generated through use of, the site (for example, any of The Company's

copyrighted material and trademarks that might be posted on the site, or user information The Company collects through the site).

- Requirements for licenses or other permissions allowing use by the site owner and other third parties of The Company's trademarks or other intellectual property.
- Privacy rights and responsibilities of the site owner and users.

Respect others. You must comply with The Company's policy prohibiting harassment, discrimination and retaliation by not posting or sharing anything on social media that would violate The Company's policy, including racial and ethnic slurs, sexist comments, discriminatory comments, or any content that is maliciously false and could therefore be defamatory.

Supervisors should refrain from trying to connect with their subordinates through the use of personal social media (for example, making friend requests on Facebook). Neither supervisors nor subordinates should feel pressured to accept or respond to any personal social media requests from anyone at The Company.

Employees should refrain from trying to connect with residents and resident family members through the use of personal Social Media (for example, making friend requests on Facebook). No employee should feel pressured to accept or respond to any personal social media requests from any resident or resident family member.

### **Retaliation Prohibited**

The Company prohibits retaliation against any employee for reporting a possible violation of this policy or for cooperating in an investigation. Any employee who retaliates against another employee in violation of this policy may be subject to discipline, up to and including immediate termination of employment.

### **Conduct Not Prohibited by this Policy**

This policy is not intended to preclude or dissuade employees from engaging in legally protected activities/activities protected by law, including the National Labor Relations Act, such as discussing wages, benefits or other terms and conditions of employment, forming, joining or supporting labor unions, bargaining collectively through representatives of their choosing, raising complaints about working conditions for their own and their fellow employees' mutual aid or protection or other legally protected activities.

## **8.5 Smoking and Use of Tobacco Products at Work**

Smoking, Vaping and use of tobacco products are prohibited except in designated areas and during non-work time or while on designated work breaks. Vaping is considered smoking and is prohibited inside any facility.

## 8.6 Solicitation and Distribution of Literature

To protect you, our residents, patients and visitors from annoyance, disruption of work or safety hazards, you are not permitted to solicit other employees or distribute literature during working time for any purpose. This applies while either the person doing the soliciting or the person being solicited is on working time or in an immediate resident or patient care area. Working time does not include meal or work breaks.

Further, you are not permitted to distribute literature of any kind in any work areas at any time.

You may not enter The Facility during your off-duty hours, except to visit a resident, to pick up your paycheck, or as requested or required by your supervisor to attend meetings on work-related issues.

Solicitation for any purpose and distribution of literature of any kind by **non-employees** is prohibited at all times on Company premises.

## 8.7 Computers, Duplicating Equipment, Software, Internet and Electronic Mail

Computer, copy machines, facsimile equipment, software, electronic mail ("e-mail") and internet access are provided by The Company, remain The Company property and should be used only for legitimate company business. Any communication that is entered into The Company's computers or placed on e-mail may be accessed by The Company or by third parties, even if the e-mail is deleted at the time. You should have no expectation of privacy in the information contained in The Company's computer systems or on e-mail.

### The following guidelines apply:

- Computer access is given only to staff members who have a work related reason to use such equipment. Internet access and/or non-related "games", etc. used by employees will result in disciplinary action and/or termination.
- Confidential, proprietary or sensitive legal or financial matters should be communicated via telephone or in person, and not by e-mail.
- No commercial, religious, offensive, harassing, or disruptive messages may be sent by email or over the internet. The Company policies prohibiting offensive, intimidating or harassing materials in the workplace apply with equal force to material communicated through or stored on electronic systems.
- No copyrighted material may be distributed by Company e-mail.

- Employees may not read or access other employees' computer system or e-mail unless the Corporate HIPAA Officer has authorized such access.
- Employees may not use a password or system ID number that has not been assigned or authorized for their use unless directed to do so by the Corporate HIPAA Officer. Employees must use only their own passwords to access any Company systems.
- Only authorized employees may install or update software residing within the Company computer system. This process may only be initiated after proper software licenses are obtained in the name of The Company as evidenced by a license agreement obtained by the Corporate Office. Company software may not be copied without proper authorization.
- Email and Internet use may be monitored. Potential reasons include but are not limited to: Investigating allegations of misconduct, complying with legal or regulatory requests for information, and ensuring that company operations continue during an employee's absence.

Employees should report any violations of this policy to their supervisor, Facility Administrator, or to the Corporate Human Resources Department.

Certain employees may be issued various technology items necessary to complete their work. Any employee that receives such items is responsible for them and is responsible to return them if requested or upon separation from The Company. If the employee fails to return the items upon separation from The Company reasonable replacement cost for the item will be deducted from the employee's final check.

## **8.8 Company Vehicles – Driving on Company Business**

Use of a Company vehicle or a vehicle not owned by The Company but used for Company business, must be authorized by The Facility Administrator or designee and must be signed in and out. Primary drivers must go through the approval process, complete the necessary training and pass the check off on how to use the vehicle properly.

Employees who are authorized to use their personal vehicles on approved Company business will be reimbursed The Company designated rate for mileage. If you are involved in an accident while driving a Company vehicle or another vehicle on Company business, contact The Facility Administrator immediately and provide details of the accident. All drivers are subject to review of their driver records and such poor driving records can be reason for driving privileges to be denied or revoked.

## **8.9 Parking**

Parking facilities may be provided in a designated employee parking lot. The Company assumes no responsibility for damage to vehicles or theft of articles from vehicles parked on The Facility premises.

## 8.10 Bulletin Boards

The Company posts laws and regulations that affect your employment, responses to employee questions, notices of activities or special events, changes in policies or procedures and other topics of interest on designated bulletin boards. Bulletin boards are maintained for your benefit. Check them frequently to keep informed about important information, events or company business that affects you.

## **9.0 SEPARATION OF EMPLOYMENT**

### **9.1 Leaving the Company**

The Company requires that all employees work out a full notice prior to leaving The Company.

All professional staff, which includes salaried staff, RNs, LPNs, MDS, Admissions Staff, Business office staff and department heads, are required to submit a four week notice.

All employees not mentioned, are required to submit a two week notice. If the complete notice for either group is not worked in full then your last paycheck will include all hours worked during your notice but compensation will be at minimum wage. Failure to give the proper notice of separation as outlined above will result in the employee forfeiting all earned but unused vacation time.

The Company requires that employees provide a resignation notice in writing. Your written resignation becomes a part of your work record and may influence future re-employment with The Company. You need to arrange for the return of all company property and any documents that contain confidential or proprietary business information at the time of your departure. You agree not to solicit current employees to leave their employment, or to solicit current residents to move to another Facility.

Paid vacation or sick time cannot be counted towards satisfying the above notice periods. Once resignation has been given by an employee, all approved and pending paid leave for that employee will be canceled.

Terminations for No Call No Show or other Job Abandonment will result in final wages being paid at state minimum wage and forfeiture of accrued vacation time.

### **9.2 Termination for Business Reasons and Layoff**

In the event that unfavorable business, financial or other conditions cause The Company to implement a layoff, work-hour reduction or position elimination, The Company will consider any or all of the following in determining work force reductions: job classification, work status and seniority.

### **9.3 Exit Interview/Effect on Benefits**

Employees who choose to leave The Facility maybe requested to complete exit interviews. The departing employee may be asked to complete an exit interview form, which provides valuable feedback to The Facility. Upon leaving The Company, benefits are discontinued on your last day of employment. If you are enrolled in health, dental and/or vision plans then you will be eligible for continued coverage for a limited time through COBRA. Please consult your Payroll/Benefits Coordinator for further information.

## **9.4 Final Paycheck**

Your final paycheck will reflect regular compensation due for days/hours worked up to your effective date of termination. You will be paid for unused, earned vacation time but not for any accrued or earned sick days. Your final check will be issued in accordance with your payroll deposit preference on file with The Company, unless otherwise required by state law.

## **9.5 Resignations**

The Company reserves the right to accept resignations from employees effective immediately. Employees that are within 6 months of the original hire date resignation may become immediate without any further wages nor vacation being due to the employee.

If The Company does elect to accept the resignation effective immediately for employees with more than 6 months of service all earned wages and accrued but un-used vacation time will be paid out the employee at their normal rate of pay. Sick Time is never paid out upon termination of employment of any kind.

## ACKNOWLEDGMENT AND RECEIPT OF HANDBOOK

### January 2024 Edition

I have received a copy of the Employee Handbook. It is my responsibility to read and understand the personnel policies contained in this handbook and to understand that the contents of this handbook summarize current policies of The Company, that they are intended as guidelines only, and that these policies may be amended at any time. The effectiveness of any changes does not depend on receiving notice thereof.

During orientation, I have been provided with information regarding Resident Rights, as well as the Safety and Disaster Plans established for The Company.

I understand that my employment with The Company is at will and that this handbook and the policies contained herein do not in any way constitute, and should not be construed as, a contract of employment between the employer and the employee, or a promise of continued employment. All employment is at will.

I understand that The Company reserves the right to establish, amend, or abolish policies at any time as the needs of The Facility may require. I understand my supervisor or department head will answer any questions I have about this handbook.

I acknowledge that I am to abide by the terms of the policy of a drug free workplace, and I will notify my employer or any criminal drug statue conviction for violation occurring in the workplace not later than five days after the conviction.

### TO BE SIGNED, DATED AND PLACED IN THE EMPLOYEE FILE

**Print Employee Name:** \_\_\_\_\_

**Employee Signature:** \_\_\_\_\_

**Date Received:** \_\_\_\_\_

**Date Reviewed:** \_\_\_\_\_

HR to have employee sign separate copy of this form

### RESPONSIBILITY STATEMENT

#### January 2024 Version

1. It is my responsibility to read the entire Code/Standard of Conduct. I have had the opportunity to ask questions with regard to its contents and I understand fully how the policies relate to my position.
2. I hereby acknowledge my obligation and agreement to fulfill those duties and responsibilities as set forth in the Code/Standard of Conduct and to be bound by these standards.
3. I further certify that, throughout the remainder of my association with the company, shall continue to comply with the terms of the Code/Standard of Conduct.
4. I understand that violations of the Code/Standard of Conduct may lead to disciplinary action and/or termination of employment.
5. I understand my email and internet usage may be monitored for reasons listed, but not limited to, in this handbook.

**Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

# SEPARATION OF EMPLOYMENT ACKNOWLEDGMENT

## January 2024 Version

I hereby acknowledge the receipt of the employee handbook any by my signature below specifically agreeing to follow sections 9.1 and 10.0 of the employee handbook.

### **9.1 Leaving the Company**

**The Company requires that all employees work out a full notice prior to leaving the Company.**

**All professional staff, which includes salaried staff, RNs, LPNs, MDS, Admissions Staff, Business office staff and department heads, are required to submit a four week notice.**

**All employees not mentioned, are required to submit a two week notice. If the complete notice for either group is not worked in full then your last paycheck will include all hours worked during your notice but compensation will be at minimum wage. Failure to give the proper notice of separation as outlined above will result in the employee forfeiting all earned but unused vacation time.**

**The Company requires that employees provide a resignation notice in writing. Your written resignation becomes a part of your work record and may influence future re-employment with The Company. You need to arrange for the return of all company property and any documents that contain confidential or proprietary business information at the time of your departure. You agree not to solicit current employees to leave their employment, or to solicit current residents to move to another Facility.**

**Paid vacation or sick time cannot be counted towards satisfying the above notice periods. Once resignation has been given by an employee, all approved and pending paid leave for that employee will be canceled.**

**Terminations for No Call No Show or other Job Abandonment will result in final wages being paid at state minimum wage and forfeiture of accrued vacation time.**

**Signature:\_\_\_\_\_ Date:\_\_\_\_\_**

**The submission of an application, acceptance of employment or the continuation of employment by you shall be deemed to have accepted this arbitration policy.**

**Signature:\_\_\_\_\_ Date:\_\_\_\_\_**

**HR to have employee sign separate copy of this form**

## EMPLOYEE ARBITRATION

1. Any "Covered Claim" that you may have against The Company (or its owners, directors, officers, managers, employees or agents) or that The Company may have against you shall be submitted exclusively to and determined exclusively by binding arbitration under the Federal Arbitration Act, 9 U.S.C. § 1 et seq., regardless of the state in which the arbitration is held or the substantive law applied in the arbitration.
2. Covered claims include, but are not limited to, disputes concerning wage and hour law, compensation, leave, harassment, discrimination, retaliation, breaks or rest periods, uniform maintenance, expense reimbursement, training, discipline, termination, defamation, transfer, demotion, promotion and termination. It also includes, but is not limited to, any claims that come about through Title VII of the Civil Rights Act of 1964, Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Worker Adjustment and Retraining Notification Act, Equal Pay Act, Americans with Disabilities Act, as amended, Family and Medical Leave Act, Fair Labor Standards Act, Employee Retirement Income Security Act, Genetic Information Non-Discrimination Act, and any federal, state or local laws or regulations covering the same or similar matters or any aspect of the employment relationship, as well as any tort, negligence, or contractual claim. It also includes claims The Company may have against me, such as for conversion or breach of fiduciary duty and other business torts like intentional interference or inducement to breach a contract.

Issues relating to this Employee Arbitration Agreement's validity, enforceability, or interpretation of its prohibitions on class, collective, and representative proceedings, shall be exclusively for a court of competent jurisdiction to decide. Otherwise, The Company and I agree that all other issues are for the Arbitrator to decide.

This Employee Arbitration Agreement does not cover any claims for workers' compensation, state disability insurance, unemployment insurance benefits, or claims of sexual harassment or sexual assault. I can still bring claims to an administrative agency if the law says so. These would be claims like those before the Equal Employment Opportunity Commission (or state or local equivalent) ("EEOC"), the Department of Labor, or the National Labor Relations Board.

This Employee Arbitration Agreement does not prevent me from bringing those claims before an administrative agency, but it likewise does not excuse me from failing to bring such a claim if I am required to do so to exhaust my administrative remedies. Notwithstanding the foregoing, I agree that I will not seek any monetary compensation as a result of any proceeding arising from the filing of a charge (and/or participating in an investigation resulting from the filing of a charge) with the EEOC and/or state or local human rights agency, because I understand that if I believe I am owed any monetary compensation related to any charge I might file with

the EEOC and/or state or local human rights agency, Employee Arbitration Agreement provides the exclusive avenue through which I will seek it.

- 3.** Both The Company and I are required to bring all claims that are known or should have been known that are subject to arbitration in one arbitration proceeding. Any such claims not brought in a single arbitration shall be waived and precluded. The arbitrator shall have the power to hear as many claims me or The Company may have against each other consistent with the terms of this Agreement.

The arbitrator has no authority to and shall not consolidate claims of different employees into one proceeding, nor shall the arbitrator have the power to hear an arbitration as a class or collective action (a class or collective action involves an arbitration or lawsuit where representative members of a group who claim to share a common interest seek class or collective relief), and I shall not be allowed to submit my claim(s) against The Company to arbitration as a representative of or participant to a class or collective action or a claim seeking class or collective relief.

- 4.** Arbitration is held before one neutral, third-party Arbitrator. The parties agree to work together in good faith to choose one neutral, experienced and disinterested Arbitrator and The Company shall nominate an Arbitrator who is a member in good standing of a nationally recognized arbitration association or who has at least ten (10) years' experience in employment law. If you do not agree to the Arbitrator, I may nominate a different person who is a member in good standing of a nationally recognized arbitration association, or who has at least ten (10) years' experience in employment law, and the two (2) Arbitrators shall, within ten (10) days, select a third Arbitrator who is a member in good standing of a nationally recognized arbitration association who has at least ten (10) years' experience in employment law.

- 5.** Neither I, nor The Company can file a civil lawsuit in court against the other party relating to such Covered Claims. If a party files a lawsuit in court to resolve claims subject to arbitration, both parties agree that the court shall dismiss the lawsuit and require the claim to be resolved through arbitration.

- 6.** If a party files a lawsuit in court involving claims that are, and other claims that are not, subject to arbitration, such party shall request the court to stay litigation of the non-arbitrable claims and require that arbitration take place with respect to those claims subject to arbitration. The arbitrator's decision on the arbitral claims, including any determinations as to disputed factual or legal issues, shall be entitled to full force and effect in any later court lawsuit on any non-arbitrable claims.

- 7.** Arbitration must be initiated in accordance with the time limits contained in the applicable law's statute of limitations.

- 8.** The arbitration hearing shall be held at a location within twenty-five (25) miles of

your last place of employment with The Company, unless the parties agree otherwise.

- 9.** "Costs of arbitration" include filing or administrative fees charged by the arbitration service, or hourly fees charged by the arbitrator. "Incidental Costs" include such items as photocopying or the costs of producing witnesses or proof. The Company shall pay the costs of arbitration, excluding Incidental Costs. The Employee Arbitration Agreement does not infringe on either party's right to consult with an attorney at any time. The Arbitrator may (based on the facts and circumstances) also require that The Company pay any Incidental Costs.
- 10.** Upon a finding that a party has sustained its burden of persuasion in establishing a violation of applicable law, the arbitrator shall have the same power and authority as would a court to grant any relief, including costs and attorney's fees, which a court could grant, in conformance with applicable principles of common, decisional and statutory law, in the relevant jurisdiction.
- 11.** The parties may settle their dispute at any time without involvement of the arbitrator.
- 12.** Class/Collective Action Waiver. Both The Company and I agree that any and all claims subject to arbitration may be instituted and arbitrated only in an individual capacity, and not on behalf of or as a part of any purported class, collective, representative, or consolidated action (collectively referred to in this Employee Arbitration Agreement as a "Class Action"). Furthermore, both The Company and I agree that neither party can initiate a Class Action in court or in arbitration in order to pursue any claims that are subject to arbitration pursuant to this Employee Arbitration Agreement. Moreover, neither party can join a Class Action or participate as a member of a Class Action instituted by someone else in court or in arbitration in order to pursue any claims that are subject to arbitration pursuant to this Employee Arbitration Agreement. It is the parties' intent to the fullest extent permitted by law to waive any and all rights to the application of Class Action procedures or remedies with respect to all claims subject to this Employee Arbitration Agreement, and it is expressly agreed between The Company and you that any arbitrator adjudicating claims shall have no power or authority to adjudicate Class Action claims and proceedings. The waiver of Class Action claims and proceedings is an essential and material term of this Employee Arbitration Agreement, and both The Company and I agree that if it is determined by a court of competent jurisdiction that it is prohibited or invalid under applicable law, then this entire Employee Arbitration Agreement is unenforceable. Otherwise, if any other provision of this Employee Arbitration Agreement is declared void or unenforceable it shall be severed and the remainder of this policy shall be enforceable.

I acknowledge and agree that the Employee Arbitration Agreement is a condition of my employment or continued employment with The Company. This Employee Arbitration Agreement is not and shall not be construed to create any contract of employment for a specified duration, express or implied. This Employee Arbitration Agreement does not in any way alter the "at will" status of

employment with the Company, meaning that either I or The Company may terminate the employment relationship at any time, with or without advance

notice, and with or without cause, however, this Employee Arbitration Agreement will remain in full force and effect after my employment relationship with The Company ends.

I understand that, as a condition of employment and pursuant to this Employee Arbitration Agreement, I am waiving my right to a jury trial and waiving any right I may have to bring any claim covered by this Employee Arbitration Agreement as a Class Action (as defined herein), either in court or in arbitration, or to participate in such an action.

13. If any term or provision, or portion of this Employee Arbitration AgreementArbitration Policy is declared void or unenforceable it shall be severed and the remainder of this policy shall be enforceableThis Employee Arbitration Agreement may be modified, in whole or in part, or terminated by The Company only after The Company provides at least 30 days written notice of such modification or termination to me, and only with respect to claims submitted under the Employee Arbitration Agreement which are received after the effective date of such modification or termination. The Employee Arbitration Agreement in effect at the time a claim is received by the Company will govern the process by which the claim is determined.
14. **THE SUBMISSION OF AN APPLICATION, ACCEPTANCE OF EMPLOYMENT OR THE CONTINUATION OF EMPLOYMENT BY YOU SHALL BE DEEMED TO BE ACCEPTANCE OF THIS EMPLOYEE ARBITRATION AGREEMENT. NO SIGNATURE SHALL BE REQUIRED FOR THE AGREEMENT TO BE APPLICABLE. THE MUTUAL OBLIGATIONS SET FORTH IN THIS AGREEMENT SHALL CONSTITUTE A CONTRACT BETWEEN YOU AND THE COMPANY BUT SHALL NOT CHANGE YOUR AT-WILL RELATIONSHIP OR ANY TERM OF ANY OTHER CONTRACT OR AGREEMENT BETWEEN THE COMPANY AND YOU. THIS EMPLOYEE ARBITRATION AGREEMENT SHALL CONSTITUTE THE ENTIRE AGREEMENT BETWEEN YOU AND THE COMPANY FOR THE RESOLUTION OF COVERED CLAIMS.**

Signature:\_\_\_\_\_ date:\_\_\_\_\_

January 2024 Version