



# Employee Handbook

For Nonexempt Field Staff Employees

Effective: March 1, 2015

Revised: September 9, 2021

# Disclaimer

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It is Compassionate Care Home Health Services, Inc.'s intention that this handbook provide information to you, the employee, regarding the Agency's policies and benefits applicable to your employment with the Agency. It is not intended to constitute a contract and the Agency reserves the right to amend, add to, repeal, or deviate from any or all of the policies and benefits described or referred to in this handbook whenever the Agency, acting through its Corporate Team, believes it is necessary or desirable to do so. Additional policies, procedures, and safety protocol may be found in their respectable manuals found in the Agency's office.

Employment with the Agency is by mutual agreement of the employee and the Agency and can be terminated, at will, by either the Agency or the employee at any time for any reason with or without cause or notice. No employee of the Agency has an employment contract which is not terminable at the will of either the Agency or the employee unless it is in writing, clearly states that it is not terminable at will, is signed by the President of the Agency, and is expressly approved by the Board of Directors. No officer, manager or Supervisor of the Agency has any authority from the Agency to alter this policy. This policy may not be modified by any statements contained in this handbook, employment applications, recruiting material, or any other materials provided to applicants or employees.

# Welcome

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It is with great pleasure that we welcome you as a new employee to Compassionate Care Home Health Services, Inc. You are now a member of an organization that not only cares for its employees, but also believes that caring for our community is vital to doing good business.

You were selected to be a part of our team because of the attributes you displayed that match the qualities and skills we pursue in our employees. We look forward to your contribution of knowledge, experience, and compassion that will be crucial to maintaining the mission and vision of Compassionate Care. In addition, your professional growth is of utmost concern for us. If you are growing, our clients will grow as well.

We know your work here will be gratifying. Please expect full support from the entire Compassionate Care team. Congratulations and welcome!

Sincerely,

Compassionate Care Home Health Services, Inc.

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# Introduction

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This employee handbook outlines policies and benefits applicable to your employment as a nonexempt field staff employee with Compassionate Care Home Health Services, Inc. ("the Agency"). It is intended as a guide to attempt to achieve consistent treatment of employees in recurring situations. It is not intended to constitute a contract, and the Agency reserves the right to amend, add to, repeal, or deviate from any or all of the policies and benefits described or referred to in this handbook whenever the Agency, acting through its Corporate Team, believes it is necessary or desirable to do so. The policies contained in this handbook supersede and replace any and all prior published or unpublished policies concerning the same or a similar subject.

**YOUR EMPLOYMENT IS AT WILL:** Employment with the Agency is by mutual agreement of the employee and the Agency and can be terminated, at will, by either the Agency or the employee at any time for any reason, with or without cause or notice. No employee of the Agency has an employment contract which is not terminable at the will of either the Agency or the employee unless it is in writing, clearly states that it is not terminable at will, is signed by the Director of Operations of the Agency, and is expressly approved by the Agency's Board of Directors. No other officer, manager or Supervisor of the Agency has any authority from the Agency to alter this policy. This policy may not be modified by any statements contained in this handbook, employment applications, recruiting material, or any other materials provided to applicants or employees.

All of the policies currently contained or referred to in this handbook, or which may be added or otherwise established by the Agency in the future, represent the policies established by the Agency for its employees in relation to the particular subject addressed by the policies. It is the intention of the Agency that its policies be used by its employees in meeting their responsibilities to the Agency. Violation of a policy can be the basis for discipline or termination of employment; however, because these policies relate to the establishment and maintenance of high standards of performance, under no circumstances shall any policy be interpreted or construed as establishing a minimum standard, or any evidence of a minimum standard, of the safety, due care, or any other obligation which may be owed by the Agency, or its employees, to another person. Furthermore, no policy is designed to interfere with, restrain, or prevent employee communications or activities regarding wages, hours or other terms and conditions of employment.

Each nonexempt employee receives a copy of this handbook for reference during his or her employment with the Agency. The handbook will be available in electronic or paper format, with updates provided as they are made. All copies of this handbook remain the property of the Agency and must be returned to the Agency upon termination of employment or at such other time as the Agency may direct the employee to do so.

Any reference in this handbook to a Supervisor or any other member of management includes that person's designee.

For further information or clarification of anything contained or referred to in this handbook, employees should contact his or her Supervisor.

If there is any disagreement or misunderstanding concerning the meaning or application of any of the policies or benefits contained or referred to in this handbook, the decision of the Agency's Corporate Team shall control and shall be final.

## History

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At Compassionate Care Home Health Services, Inc., we know from personal experience that home care services in the privacy of your own home are very important. Facing a diagnosis of MS in 1994, Cathy and Joe knew the real possibility of needing in-home care in their future. The idea of creating Compassionate Care belongs to Joe. He knew that in order for a different kind of care to be available, they were going to have to make it happen themselves. Months were spent in the end of 1997 researching both the need and potential for the type of in-home care they were looking for.

Joe and Cathy founded Compassionate Care Home Health Services, Inc. on January 21, 1998. Joe's extensive experience with computers and technology, as well as the willingness to get the job done, proved to be critical in laying the foundation of Compassionate Care. His talents combined with Cathy's knowledge of patient care led to the founding of Compassionate Care Home Health Services, Inc. on January 21, 1998.

For the first year and a half all the work was done in Cathy and Joe's living room. They started with one desk that they shared. They quickly had to start moving furniture into their garage to make room for more desks. As soon as three desks and many scheduling boards completely took over their living room, they found a small office in Standish. With a lot of fear Compassionate Care hired their first full time office staff member. It wasn't long before more offices were opened, totaling today's four fully staffed offices all across Michigan.

The years have passed very quickly; Cathy's MS has progressed which has resulted in her no longer being able to actively schedule or hire. However, she is serving as a guide in the transition of other members to the administrative team. Currently, she oversees Compassionate Care.

Joe continues to be very active, guiding the company through challenges with his steady, level-headed, and thought provoking personality. He uses these talents to constantly research new technology available, making it possible for those who work for Compassionate Care to do their jobs more efficiently and ultimately provide the best in-home care services available in Michigan.

# Our Mission and Our Vision

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## **Mission**

Compassionate Care Home Health Services, Inc.'s mission is to promote recovery and independence to those in need by providing high quality, proactive, result-oriented, and compassionate care for clients in the comfort of their own home.

Physicians, Case Managers, and family members will assist our clients in achieving and maintaining an optimum level of well being while remaining in their own homes.

## **Vision**

We will be the preferred employer and provider of quality home health care services in the state of Michigan.

# Code of Conduct; Fraud; False Claims

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## **Code of Conduct**

The Agency has adopted a formal Code of Conduct to provide standards for employees to follow in the conduct of their jobs for the Agency, to establish financial integrity throughout the Agency, and to assure compliance with laws and regulations applicable to the operations of the Agency. The Code of Conduct is included in this handbook as Appendix A.

## **Medicare/Medicaid Fraud and Abuse**

All employees are reminded that, with a few narrow exceptions, it is a federal crime to knowingly and willingly offer or receive any kind of remuneration, in cash or in kind, direct or indirect, overt or covert, one purpose of which is to induce referrals of Medicare or Medicaid clients or the purchasing, leasing, ordering, or arranging of any good, facility, service, or item paid for by Medicare or Medicaid or any other federal health program. All employees are prohibited from engaging in such conduct. Any employee who violates this prohibition will be subject to disciplinary action up to and including discharge.

## Federal and State False Claims Laws

It is a violation of federal law to knowingly submit false or fraudulent claims for payment to the United States or to the state of Michigan. It is also a crime to knowingly make or use a false statement to get a claim paid or approved. False claims are prohibited by a number of state and federal laws, including the federal False Claims Act and the Michigan False Claims Act.

Both the Federal and Michigan False Claims Acts, and other statutes, provide very severe civil monetary penalties for submitting false claims. Submitting false claims can also lead to being excluded from participation in Medicare, Medicaid and other state or federal health care programs. In addition to these civil penalties, parties submitting false claims may be subject to criminal prosecution under state and/or federal law.

The applicable federal laws are set forth in 31 U.S.C. §§ 3729 – 3722 and 31 U.S.C. § 38 Michigan's False Claims Act is set forth at MCL §400.601 et seq. Both the federal and state False Claims Acts include "whistleblower" provisions. These provisions provide protection for employees who investigate or report an allegedly false claim. They also protect employees who provides testimony or otherwise assists in a false claim prosecution.

The protections afforded to whistleblowers includes prohibiting terminating, suspending, harassing or otherwise discriminating against an employee who cooperates with or participates in a false claims investigation. Employees who suffer such retaliation are entitled to reinstatement, back pay, two times back pay, and interest on back pay.

Under both the Federal and Michigan False Claims Acts, an employee with independent knowledge of a false claim may file suit on behalf of the government to enforce the state or federal act.

The Agency maintains detailed policies and procedures related to fraud and abuse. These policies and procedures address preventing, detecting, and eliminating waste, fraud, and abuse. The Agency's policies and procedures contain a process for you to report suspected non-compliance or false claims. If you would like to review these policies and procedures, you may do so by contacting the Agency's Corporate Team at 877-308-1212.

# Applicability

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The policies contained or referred to in this handbook apply to all nonexempt field staff employees of the Agency. They do not apply to nonexempt administrative staff employees or to exempt employees. Separate employee handbooks exist for the nonexempt administrative staff employees and exempt employees.

Nonexempt employees are those who are entitled to receive at least minimum wage and overtime pay for hours worked in excess of forty (40) hours in a workweek. Exempt employees are those who are exempt from minimum wage and overtime pay requirements as either executive, administrative or professional employees or on another basis.

Field staff employees are those employees who have direct contact with clients in the clients' homes or other places of residence. Office staff employees are those employees who normally spend the majority of their workday in the Agency office and have little, if any, direct contact with clients.

As used in the policies contained or referred to in this handbook, unless the context indicates otherwise, the words "employee" or "employees" mean only the nonexempt field staff employees to which these policies apply.

Because the Agency maintains offices in several geographic locations, the policies contained or referred to in this handbook may be supplemented or modified from time to time by additional or different policies applicable only to employees at a specific Agency office.

# Organization Chart

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Included in this handbook as Appendix B is the organization chart of the Agency.



# Non-Discrimination

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## Equal Employment Opportunity

The Agency is committed to providing a work environment which is free from unlawful discrimination. The Agency provides equal employment opportunity for all employees and applicants for employment without unlawful discrimination on the basis of race, creed, color, religion, sex, height, weight, pregnancy, child birth and related medical conditions, age, handicap, disability, citizenship, national or ethnic origin, current or future service in a uniformed service, sexual orientation, or other basis prohibited by law. Equal employment opportunity includes, but is not limited to, hiring, promotion, transfer, demotion, termination and training.

## Harassment

Harassment based on some innate or personal characteristic, such as race, color, religion, sex, age, height, weight, disability, national or ethnic origin, or other basis prohibited by law, is prohibited. Harassment is unwelcome conduct that interferes with an employee's job performance. It can be spoken or written, graphic or physical. It can be done to offend or simply as insensitive joking.

Sexual harassment deserves special mention. Sexual harassment infringes on an employee's right to a comfortable working environment and undermines the integrity of the employment relationship. No employee, male or female, should be subjected to unsolicited and unwelcome sexual overtures or conduct.

It is illegal for an employee, male or female, to sexually harass any other employee. Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct or communication constitutes sexual harassment when:

- Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; and,
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment by verbal, physical or visual conduct of a sexual nature.

Examples of sexual harassment include, but are not limited to: unwanted sexual advances; demands for sexual favors in exchange for favorable treatment or continued employment; repeated sexual jokes, flirtations, advances or propositions; verbal abuse of a sexual nature; graphic verbal commentary about an individual's body, sexual prowess or sexual deficiencies; leering; whistling; touching; pinching; assault; coerced sexual acts; suggestive, insulting, obscene comments or gestures

of a sexual nature; and display in the workplace of sexually suggestive objects or pictures.

Conduct constituting harassment will not be tolerated in the workplace or in other work-related settings. If you feel you have been subjected to harassment, tell the offending person that you want the activity to stop immediately. Because some conduct may be considered offensive by some and not by others, you should put your fellow employees and managers on notice if you are offended by any of their conduct or comments. However, you are not required to directly confront any persons who are the source of your problem or closely associated with the person who is the source of the problem. You are required to make a reasonable effort to bring forward any allegations of unlawful harassment or discrimination so the agency may stop such wrongdoing and prevent future occurrences.

### **Reporting Incidents of Unlawful Discrimination and/or Harassment**

Any employee who believes he or she has been unlawfully discriminated against, including unlawful harassment, by a coworker, Supervisor, manager or agent of the Agency, or by a visitor, client, physician or other person served by the Agency, should promptly report the facts of the incident or incidents and the names of the persons involved to his or her Supervisor or to the Director of Operations. Supervisors should promptly report such incidents to the Director of Operations. All claims of unlawful discrimination and/or harassment will be investigated and appropriate corrective action taken. In the event an employee of the Agency engages in unlawful discrimination, including unlawful harassment, corrective action may include disciplinary action, up to and including termination of employment.

### **Accommodation of Disability**

Notwithstanding anything in this handbook to the contrary, as required by applicable law, the Agency will make reasonable accommodation to the known physical or mental limitations of a qualified applicant or employee with a disability, unless the accommodation would cause an undue hardship on the operation of the Agency or the individual would pose a "direct threat" to the health or safety of himself/herself or of others that cannot be eliminated or reduced below the level of a "direct threat" by reasonable accommodation which does not constitute an undue hardship to the Agency.

### **Section 504 Grievance Procedure**

To facilitate handling of complaints of disability discrimination, the Agency has established a disability or "Section 504" Grievance Procedure. Section 504 is a federal law that prohibits disability discrimination. The Agency's Section 504 Grievance Procedure is included in this handbook as Appendix C. The Agency has identified a Section 504 Grievance Procedure Coordinator who is responsible for overseeing the Agency's Section 504 Grievance Procedure. The Section 504 Grievance Procedure Coordinator is identified in that Procedure.

# Hiring

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## Applications for Employment

Employees are chosen based on the Agency's evaluation of their qualifications, including knowledge, training, demonstrated ability, skills, previous work experience, attitude, dependability, and applicable licensure, registration or certification, if any. They must have a genuine liking for people and a real desire to help them achieve physical and mental health. They must be able to read, write, follow directions, have maturity and ability to deal effectively with demands of the job and pass any required examinations. They must have reliable transportation (some jobs require an automobile) and a telephone number through which they can be reached.

An application for employment must be fully completed by each applicant for employment. If a vacancy does not exist, the application will be kept on file for three hundred sixty-five (365) calendar days and considered when an appropriate vacancy becomes available. After three hundred sixty-five (365) days, the application will become inactive and, to be considered thereafter, a new application must be fully completed and submitted.

An applicant may be asked to submit a copy of his or her transcript or diploma with his or her application form.

At least two (2) employer references or, if the applicant has no prior work experience, two personal references must be provided. Applications are reviewed, and selected candidates will be interviewed by Field Staff Supervisor, Senior Field Staff Supervisor, or Assistant Administrators, or either of their designees, before the decision to hire, or not to hire, is made.

An omission or misrepresentation of any information on an application for employment may result in the applicant not being hired, or, if already employed when the omission or misrepresentation is discovered, may result in termination of his or her employment.

On or prior to the first day of work but after an offer of employment has been made, the applicant must:

- (a) Have employment or personal reference checks satisfactory to the Agency;
- (b) Complete the necessary verification of identity, eligibility to be employed, and Form I-9 as required by the Immigration Reform and Control Act of 1986;
- (c) If the job requires licensure, registration or certification, present an original of his or her current license, registration or certification; a copy will be made for the Agency's file;

- (d) If the job requires, present an original of his or her current driver's license and proof of motor vehicle insurance satisfactory to the Agency.
- (e) Have successfully completed a criminal history and other background checks (e.g., whether the individual is excluded from participation in the Medicare or Medicaid programs) satisfactory to the Agency;
- (f) Have successfully completed the health requirements (see page 17 of this handbook);
- (g) Attend an employee orientation program and sign appropriate forms acknowledging that policies of the Agency are understood;
- (h) Enter into a separate noncompetition/no-solicitation agreement; and
- (i) Sign the relevant job description.

While some of these requirements may be met on the day of orientation, they are not part of the orientation; therefore they will not be compensated.

### **Employment of Relatives**

The Agency will not give preferential consideration or treatment to applicants for employment based on a family relationship.

An individual will not be hired in a position having substantial direct or indirect decision making influence upon the employment, progress, compensation or supervision of a member of his or her immediate family. Nor will an individual be hired in a position in which a member of his or her immediate family would have substantial, direct or indirect decision making influence upon the employment, progress, compensation or supervision of that individual.

In the event two (2) persons employed by the Agency become members of the same immediate family after they are employed by the Agency and one has substantial direct or indirect decision making influence upon the employment, progress, compensation or supervision of the other, then one or the other must resign from their employment with the Agency effective within thirty (30) calendar days after the relationship arises. If neither one resigns effective within that thirty (30) calendar day period, then both will be considered to have resigned from their employment with the Agency and both of their employment with the Agency will automatically terminate effective on the thirtieth (30th) calendar day after the date on which the relationship arose.

In the event there is any dispute concerning whether a "substantial direct or indirect decision making influence" exists between two positions, the decision of the Agency's Board of Directors or their designee shall control and shall be final.

As used in this section concerning "Employment of Relatives," the term "immediate family" means: spouse; child; father; mother; brother; sister; father-in-law; mother-in-law; son-in-law; daughter-in-law; grandfather; grandmother; grandchildren; step-child; step-father; step-mother; step-brother; step-sister; step-grandfather; step-grandmother; and, step-grandchildren. This includes both current

relatives and relatives from a prior marriage.

The prohibitions contained in this section concerning "Employment of Relatives" may be waived by the Board of Directors or their designee in the event of special or unusual needs of the Agency.

### **Re-Employment**

An individual whose employment with the Agency terminates for any reason will be treated the same as any other applicant for employment. Former Agency employees who are re-employed by the Agency will be treated as new employees for all purposes, *e.g.*, serving in an introductory period, length of service, benefit participation.

## **Job Openings**

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### **General**

Except as stated below, all job openings with the Agency will be posted to give current employees an opportunity to be considered for the job. A "job opening" refers to any available openings. It does not include exclusive job openings.

### **Posting of Job Openings**

Posting of the job in-house and to the public, *e.g.*, newspapers, may occur simultaneously.

### **Award of the Job**

The determination of whether or not to award a job to a particular applicant who is an employee of the Agency involves the Agency's evaluation of a variety of considerations, including the applicant's qualifications, knowledge, training, demonstrated ability, skill, efficiency, work experience, attitude, attendance and disciplinary records, and Agency length of service, if any. It should be remembered that length of service and good caregiving skills do not necessarily mean that an individual possesses all of the qualities desirable for a particular job (*e.g.*, supervisory abilities are very important for supervisory positions). The actual award or non-award of a job to any person, in all instances, is at the discretion and judgment of the Agency.

# Categories of Employment

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## Categories of Employment

All nonexempt field staff employees are employed in one of the following categories of employment:

### **Per Diem Employees/PRN**

A per diem employee, also called PRN, is one who is employed on an "as needed" basis and who may either accept or reject an assignment when it is offered by the Agency. Hours will vary.

### **Exclusive Employee**

An exclusive employee is one who is employed for a specific project or for a specific period of time and whose employment will automatically terminate at the end of that project or that period of time. An exclusive employee's hours will vary.

## **Change of Employment Category**

An employee is specifically employed to work in a particular category of employment. Any change in an employee's category of employment occurs only by formal, written personnel action signed by the employee's Supervisor of the Agency which expressly states an employee's category of employment is being changed.

## Benefit Participation

### Per Diem Employees/PRN and Exclusive Employees

Subject to any conditions stated in this handbook, per diem employees are eligible for: the paid time off (PTO) benefit (see, page 34 of this handbook); holiday pay and, subject to any conditions stated in the plan documents and to any underwriting requirements, may be eligible to apply to participate in the Agency's group insurance plans (see, page 73 of this handbook).

## No Fraternization

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In order to promote the efficient operations of the Agency and to avoid any misunderstandings, conflicts of interests, complaints of favoritism or sexual harassment, and/or employee morale and dissension problems that can result from romantic and/or sexual relationships, all employees of the Agency are prohibited from becoming involved in a romantic or sexual relationship with a fellow employee of the Agency, when in the opinion of the Director of Nursing or Director of Operations their romantic or sexual relationship may create a conflict of interest, negative or unprofessional work environment, cause disruption to the operations of the Agency or present concerns regarding supervision, safety, security or morale.

It is the responsibility of each of the employees involved to fully disclose such a relationship to his or her Supervisor so a determination can be made as to whether the relationship violates this policy. Any employee who violates this policy is subject to disciplinary action up to and including termination of employment.

## Supervision

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A nonexempt employee is supervised by either an Administrator, Assistant Administrator, Senior Field Staff Supervisor, or Field Staff Supervisor, depending on the duties the employee is performing.

As used in the policies contained in this handbook, the term "supervisor" means either the Administrator, Assistant Administrator, Senior Field Staff Supervisor, or Field Staff Supervisor to whomever the employee is reporting at the time.

# Orientation

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All new nonexempt employees will participate in an orientation which covers:

- The Agency's Code of Conduct (see page 3 of this handbook):
- The Agency's policies, procedures, and objectives;
- The Agency's programs and services;
- Job description and responsibilities;
- Personnel policies;
- The functions of other Agency personnel and how they relate to each other in providing services for the client;
- The relation of the Agency to other community agencies;
- Confidentiality, including the HIPAA privacy and security rules and policies;
- Client rights;
- Dress code;
- Charting;
- Reimbursement criteria and restrictions;
- Timekeeping procedures;
- The Agency's organization;
- Hazard Communication Standard requirements;
- Employee benefit information;



- The Agency's Exposure Control Plan for Occupational Exposure to Bloodborne Pathogens;
- Universal precautions to be followed when an employee has direct contact with blood or other body fluids;
- Safety; and,
- Required inservices.

Nonexempt employees will be paid a minimum of three (3) inservice hours for successful completion of orientation. Orientation should not last more than three (3) hours, but if it does exceed three (3) hours, the Agency will pay the **inservice rate** of pay for the actual time spent in orientation.

## Job Titles and Descriptions; Temporary Assignment to Other Duties

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### Job Titles and Descriptions

All nonexempt employees are employed to work in a specific job title. A written job description exists for each job title. Each employee is given a copy of the job description for his or her job title upon request. Each employee is responsible for any duties referred to in his or her job description.

### Temporary Assignment to Other Duties

A nonexempt employee may be temporarily assigned to perform duties in a job title other than the one in which the employee is employed. While working in the temporary assignment, the employee receives his or her usual rate of pay. There is no limitation as to the maximum amount of time spent in a temporary assignment.

# Introductory Period

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An employee is considered to serve an "introductory period" for the first ninety (90) calendar days after his or her date of last hire in a job title by the Agency. The length of an employee's initial introductory period may be extended at any time for an additional specified period of time, not to exceed ninety (90) calendar days, by the employee's Supervisor giving written notice of the extension to the employee. For purposes of the policies contained or referred to in this handbook, an employee is considered to be in his or her introductory period, in "introductory status" or "introductory" during the basic ninety (90) calendar day introductory period through to the end of any extension of that basic period.

If an employee is hired to work in a different job title, he or she will serve a new introductory period from the date he or she is hired in the different job title. Furthermore, if employment terminates for any reason and the employee is rehired at a later time as an employee of the Agency, he or she will serve a new introductory period from the date he or she is rehired (the "date of last hire").

The introductory period is a "getting acquainted" period. It permits the employee to adapt to his or her position and become acquainted with policies and procedures. It permits management to determine from actual performance the employee's suitability for his or her position. Being introductory or non-introductory, however, does not affect the fact that employment at all times is at the mutual consent of the Agency and of the employee and either may terminate the employment relationship at will at any time for any reason, with or without cause or notice. Introductory status, however, does mean the employee may not appeal a disciplinary or discharge action which occurs while he is she is in introductory status (see, "Who May Appeal" on page 95 of this handbook). In addition, in the event of a long term layoff, employees in the affected job title who are in introductory status normally may be released first (see, "Order of Long Term Layoff" on page 97 of this handbook).

# Performance Reviews

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## Performance Reviews

The performance review policy of the Agency is designed to recognize those exhibiting better work performance and to motivate those showing lesser work performance. Each employee will be given a formal evaluation using criteria relevant to his or her job title and job performance. Application of skills and knowledge, quality of work, productivity, attitude, dependability, ability to perform new skills, initiative, judgment, punctuality, attendance and overall performance are included. The reviews are

based on input from the Agency's clients and their families, and other persons involved with services for the client, as well as first hand observation by other Agency employees and agents.

### **When Conducted Generally**

A written performance review will be conducted at the following intervals:

- In conjunction with completion of the ninety (90) calendar day introductory period for the purpose of continuing employment only. (For purposes of the policies contained in this handbook, if termination of employment results from this evaluation it shall be deemed to have occurred while the employee is in introductory status even though the effective date of the termination is after the introductory period, *i.e.*, the employee may not appeal the termination of employment.)
- In conjunction with completion of an extended introductory period for the purpose of continuing employment only. (For purposes of the policies contained in this handbook, if termination of employment results from this evaluation it shall be deemed to have occurred while the employee is in introductory status even though the effective date of the termination is after the introductory period, *i.e.*, the employee may not appeal the termination of employment.)
- In conjunction with the first anniversary of the employee's date of last hire in the job title and annually thereafter in conjunction with each anniversary date of employment in that job title; however, if the employee is on leave of absence during an anniversary of employment, the evaluation may be conducted after the employee returns to work.
- At any other time at the discretion of the employee's Supervisor.

### **Following Completion**

At the completion of the written performance review, the employee's Supervisor and the employee will discuss the review. At the end of that discussion, both the Supervisor and the employee are to sign the review. The employee's signature does not imply agreement or disagreement with the performance review; it only verifies that the review occurred. The employee may request and receive a copy of the performance review after it has been signed.

A positive performance review does not necessarily mean an employee will receive an increase in compensation. Merit raises are at the discretion of the employee's Supervisor, but must be approved by the Corporate Team. Any increase in an employee's rate of pay will take effect the following pay period.

# Health Requirements

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## Post Offer Applicants for Employment and Employees

### Tuberculosis

The Mantoux TB skin test is contraindicated for employees who have a history of necrosis, blistering, or ulceration or a history of anaphylactic shock as a result of a previous TB skin test. The TB skin test is not contraindicated for employees who are pregnant or who have been infected with HIV.

Qualifying employees will be reimbursed up to \$35.00 for TB Skin Testing, not more than once every 24 months, provided specific requirements are met.

Employees will be expected to complete the TB Health Screening Tool annually to assess for the presence of symptoms frequently associated with active Tuberculosis.

### Substance Abuse Testing

Substance abuse testing of applicants for employment may occur as provided in the Agency's "Substance Abuse and Employee Testing Program" included in this handbook as Appendix D.

### Vaccination for Hepatitis B

Vaccination for Hepatitis B is provided in accordance with the Agency's Exposure Control Plan for Occupational Exposure to Blood borne Pathogens.

# Licensure/Registration/Credentialing

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As a condition of employment, certain employee job titles require licensure, registration, or credentialing.

It is the responsibility of the employee in any of those job titles to maintain and renew his or her license, registration or credentials on a timely basis and to present written proof thereof to Human Resources whenever the license, registration or credentialing is renewed. Failure to comply with this requirement will result in suspension from active employment. This suspension will then result in termination of employment if the employee fails to comply within a time period specified by the Director of Nursing. Termination of employment under these circumstances is not a disciplinary action, but rather, will be considered a voluntary resignation without the notice requested by the Agency (see,

“Resignation” on page 91 of this handbook).

The Agency may from time to time verify an employee’s licensure, registration or credentialing.

# **Workweek; Office Hours; Hours of Work; Scheduling; Sleeping Time; Travel Time; Inclement Weather**

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## **Workweek**

The workweek for purposes of calculation of overtime pay begins at Midnight (12:00 a.m.) on Monday and ends at 11:59 p.m. on the following Sunday (*i.e.*, Monday through Sunday).

## **Office Hours**

Normal Agency office hours are Monday through Friday, 9:00 a.m. to 4:00 p.m. An answering system is utilized outside of normal office hours to provide twenty-four (24) hour a day emergency contact and/or home visits seven (7) days a week.

## **Hours of Work**

Employees are informed of the hours of work involved for a particular assignment at the time the employee is offered the assignment. Due to the nature of home care, nonexempt employees are not guaranteed any particular number of hours of work per day or per week.

## **General Scheduling**

Per diem employees and exclusive employees are informed of the schedule for a particular assignment at the time they are offered the assignment. If an employee accepts an assignment, he or she must work the scheduled assignment; failure to do so can result in disciplinary action up to and including discharge.

All scheduling is done through the Agency's office. An employee may not rearrange or change the schedule assigned by the office without the prior approval of his or her Supervisor. An employee must notify his or her Supervisor of any proposed change in the employee’s assigned schedule to obtain prior approval for the change.

## **Holiday Scheduling**

Any employee may be authorized to work on a day observed by the Agency as a holiday or on the actual holiday if it is different than the day observed as a holiday. Hours worked on holidays must be approved by the Agency.

## **Sleeping Time**

Time a nonexempt field staff employee spends sleeping while on a live-in assignment with a client will be treated as hours worked or not as hours worked as follows:

### **Duty of 24 Hours or More**

If the employee is required to be on duty for twenty-four (24) hours or more, a regularly scheduled sleeping period of not more than eight (8) hours will be excluded from hours worked provided adequate sleeping facilities are provided and the employee can usually have an uninterrupted night's sleep. If the sleeping period is more than eight (8) hours, only eight hours will be excluded.

Adequate sleeping facilities do not require a bed or separate bed room. If the employee does not believe adequate sleeping facilities have been provided, the employee should immediately contact his or her Supervisor upon arrival at the assignment.

If the sleeping period is interrupted by a need to provide services for the client, the period of the interruption will count as hours worked. If the period of interruption is such that the employee cannot get at least five (5) hours of uninterrupted sleep during the scheduled sleep period, the entire time will be treated as hours worked.

## **Travel Time**

Time a nonexempt field staff employee spends in travel will be treated as hours worked or not as hours worked as follows:

- (a) Travel from home to work at the beginning of the day and travel from work to home at the end of the day is commuting time; it is not working time.
- (b) Travel for a client's errands and appointments is working time and will be paid at the employee's usual hourly rate of pay.
- (c) Travel between client visits is working time if the employee does not have free time in between such visits. An employee who is completely relieved of all work duty in excess of 30 minutes to engage in purely personal pursuits between client visits will be paid only for the time it would have taken him or her to travel directly between the two clients. Employees may record this form of travel time by using an Internet program approved by the Agency that provides directions and travel

times. Travel time between clients will be paid at the minimum wage rate.

- (d) Compensated travel time must be recorded on your **daily flow note**.

### **Inclement Weather**

It is the responsibility of the Agency to provide its regularly scheduled client services whenever reasonably possible. When severe or dangerous weather or other conditions prevail, however, the following shall apply:

- All clients are prioritized. This priority classification is 1-2-3. All clients that must be seen for the regularly scheduled hours are placed in a priority one (1) classification.
- When the weather permits travel, the priority one (1) clients will be scheduled and seen first. When the weather does not allow travel to the client's home, the Supervisor will contact the client.
- If a nonexempt field staff employee is at a client's and no one is scheduled to relieve the employee at the end of the assignment, the employee must remain at the client's to the end of the assignment. At the end of the assignment, the employee is free to leave the client and to return home whenever the employee can. If the Supervisor approves, the employee may leave early. The employee is not paid for time after the scheduled end of the assignment.
- If a nonexempt field staff employee is at a client's and a relief is scheduled to relieve the employee at the end of the assignment, but the relief does not arrive, the employee must remain at the client's until a relief arrives. The employee will be paid for the extra time until the relief arrives.

When a relief arrives, the employee is free to leave the client and to return home whenever the employee can. The employee is not paid for time after the relief arrives.

- Employees are expected to travel to work in all types of weather. The final decision as to whether a specific employee should attempt to travel to work in light of existing weather, road or other conditions is for that employee and the employee's Supervisor. Consideration will be given to the needs and priority of the client and the employee's safety to determine if the assignment needs to be rescheduled.

Nonexempt field staff employees do not receive pay for work missed due the closing, delay or suspension of Agency activities due to bad weather or other condition. Employees may, however, use their available but unused PTO benefits, if any, for any such work missed due the bad weather or

other conditions.

# Client Assignment

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## Generally

The Agency maintains the sole responsibility of scheduling client care. Employees must obtain permission from their Supervisor before changing the client's days or hours.

Assignments of nonexempt field staff employees are made based upon client needs, geographical location, staff availability, staff qualifications, and caseload demands.

Always arrive by the scheduled time so you are ready to work as assigned. If you are told when reporting for duty that you were not scheduled or that you are not needed, call the Agency's office immediately -- before leaving the assignment.

Whenever someone is to relieve you at the end of an assignment and that person has not arrived by the end of your assignment, under no circumstances are you to ever leave the assignment unless prior permission to do so is given by your Supervisor. In the event your relief, if any, does not arrive on time, you must notify the office and receive the approval before leaving the client alone. Leaving without proper relief, notification and approval can result in termination of your employment.

If you are unable to find the location of your assignment, you must pull over and notify the office from the area you have become lost in. Do not return home and then call the office. If you return home, the Agency will expect you to go back out to your assignment. If you refuse, disciplinary action will be taken.

Whenever the Agency office is closed, call the regular office number and the on-call Supervisor will be contacted.

## Tardiness and Absenteeism

The Supervisor must be notified if you are going to be running late for any assignment. If the Supervisor is informed you are not at your assignment at the scheduled time and you have not notified the Supervisor of your being late, the Agency can only assume you are not going to make the assignment. The office will then attempt to find someone to cover for you, and, when you do arrive, you will be asked to leave.

Tardiness or absenteeism may result in disciplinary action being taken and can result in termination of your employment. A pattern of Friday-Monday absenteeism may result in termination of employment.



Whenever the Agency office is closed call the regular office number and the on-call Supervisor will be contacted.

If you stay late because a relief is late, please note this on your daily flow note and **notify the office**. You will then be paid for the extra time. Your relief may not record the amount of time by which they were late as time worked and will not be paid for that time.

It is essential that each employee's attendance be regular and punctual.

### **Notification of Absence**

As stated in "Notification of Absence" (see, page 74 of this handbook), if you are not able to report to your client assignment, you must call and talk to your Supervisor a minimum of four (4) hours before the beginning of your shift. The Supervisor must be informed of the reason for the absence, when the employee expects to return to work, and the employee's work assignments for the day. If the office is closed, call the regular office number and the on-call Supervisor will be contacted.

Unless the employee is hospitalized or severely incapacitated, **the employee** must call and speak with the employee's Supervisor. The Agency will *not* accept a call-in from anyone other than the employee. A friend or family member calling for the employee is not acceptable. Also, the employee may not text, use social media, or leave a message on the company cell phone or company phone system; the employee **must** talk to his/her Supervisor.

After missing three consecutive regularly scheduled workdays due to illness or injury, the employee will be required to present a physician's note stating the employee is able to return to work with no restrictions. The employee will not be allowed to return to work until CCHHS has this physician's approval.

Employees must remember they are required to have reliable transportation; recurring "car trouble" is not an acceptable excuse.

Unless the employee is on an approved leave of absence or an agreed upon return to work date has been arranged between the employee and Supervisor, an employee unable to work is required to give the required notice daily.

If an employee does not notify the employee's Supervisor as required or does not show up to his/her client assignment, it is considered a Voluntary Quit. The employee will be removed from any further assignments and will have the employee's employment status changed to Voluntary Quit, no notice, and will not be eligible for re-hire.

## Right Not to Participate in Care or Treatment

Employees should discuss all anticipated objections to assignments with the Supervisor to avoid conflicts before they occur. Employees must consider their participation in the work assignments that are required within the Agency and not accept employment if they are unable to deliver the client services or assignment that is expected.

If an employee objects to specific client services or a work assignment for cultural or religious reasons (e.g., implementation of an advance directive), the employee should notify the Supervisor in writing of the employee's objections immediately upon hire.

If the objections arise following hire, the employee should notify the Supervisor in writing of the employee's objections as soon as possible but no later than the beginning of the work assignment which would give rise to the objection. Failure of an employee to so notify the Supervisor may result in disciplinary action up to and including discharge. The Supervisor will discuss alternatives with the employee including;

- Reassign another employee to the client.
- Assigning another employee to the client for a portion of the schedule, performing only those activities that are not in conflict.
- Reassignment to another caseload/geographic area.

Alternatives will be developed only if there are assurances the client service will not be negatively affected. If no alternative can be developed, the employee will be expected to continue the service to the client.

If an employee cannot deliver service to the client without negatively affecting the service, the employee is subject to disciplinary action up to and including discharge.

Employees who do not perform work assignments as required are subject to disciplinary action up to and including discharge.

## When to Call the Office

Nonexempt field staff employees are required to call the office whenever any of the following occur:

- A client's condition changes.
- They are unable to go to an assignment.
- They are unable to perform or are unsure of what is required of them on the care plan.

- They feel they are harassed or in danger.
- They arrive at the client's home and the client is not there.
- They have an accident/incident.
- They are uncomfortable with a client's situation.
- They or someone else is taking the client to the emergency room/hospital.
- They are transporting the client or running errands for the client.

When in doubt, the employee should call the office.

### **Employee's Failure to Accept Assignment**

In the event an employee returns to active status, following a period of inactive status of 60 consecutive calendar days or more, the employee will be assigned a new date of hire. Inactive status is defined as not accepting or providing services for a client, regardless of reason.

Employees are expected to accept assignment on a regular basis. If, at anytime and for whatever reason, an employee does not accept any offered assignments during any three hundred sixty-five (365) consecutive calendar day period, that employee will be considered to have voluntarily resigned from his or her employment with the Agency without the notice requested by the Agency (see, "Resignation" on page 91 of this handbook). However, any calendar day on which the employee was on unpaid family and unpaid medical leave of absence (see, page 39 of this handbook), workers' compensation leave of absence (see, page 60 of this handbook), unpaid medical leave of absence (see, page 62 of this handbook), jury duty leave of absence (see, page 66 of this handbook), subpoenaed witness leave of absence (see, page 67 of this handbook), military leave of absence (see, page 71 of this handbook), or unpaid special leave of absence (see, page 72 of this handbook) does not count as one of the consecutive days of that three hundred sixty-five (365) day period (nor does it constitute a break in the accruing of consecutive days).

# Meal Periods; Breaks

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## Meal Periods

Nonexempt field staff employees are not scheduled for meal periods during the workday. Employees are expected to take lunch breaks on their own time in between visits.

For longer shifts, the employee should bring his/her own lunch and eat at the client's home with the client.

## Breaks and Nursing Mothers

Nonexempt field staff employees are generally not scheduled for break periods during the workday with an exception for nursing mothers.

For up to one (1) year after the child's birth, an unpaid reasonable break time will be provided each workday to an employee who needs to express milk for her child. If the employee uses less than 20 minutes to express milk for her child, her break time will be paid. This break time will take place in a space other than a bathroom that is shielded from view and free from intrusion from coworkers and the public.

# Compensation

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## Generally

In establishing the hourly rates of pay for the nonexempt field staff employee job titles, the Agency considers the relationship of the job to other jobs in the Agency and attempts to be competitive with the rates paid by other employers in the community for similar types of jobs.

## Hourly Compensation

All nonexempt field staff employees are compensated on an hourly basis. Nonexempt field staff employees are entitled to receive overtime pay (see, page 27 of this handbook).

## Hourly Basis

Nonexempt field staff employees are paid an hourly rate of pay for all hours worked.

### **Live-in Compensation**

Live-in compensation is an hourly payment in compensation for all time of the employee in connection with the twenty-four (24) hour, live-in assignment for an Agency client, minus the 8 hours designated sleep time (see, page 19 of this handbook).

### **Hourly Compensation for Other Work**

Hourly compensation is paid at a designated inservice rate for time worked in staff meetings, inservices and attending continuing education when approved by the Agency. Travel time between clients is paid at the minimum wage rate.

### **Weekday Night or Weekend Work**

A nonexempt field staff employee who is required to work on a weekday night or a weekend is paid his or her usual hourly rate of pay for the weekday night or weekend work. The employee does not receive premium pay for the weekday night or weekend work.

### **Holiday Work**

Nonexempt field staff employees who are authorized and approved to work on a day observed by the Agency as a holiday, are paid for the hours worked as stated in "Holidays" (see, page 33 of this handbook).

## **Bonuses**

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### **Monthly Drawing**

Each month a drawing is held at each Agency office for a small cash prize. Employees at each office are entered in the drawing for their office by answering newsletter quizzes, picking up extra shifts, going "above and beyond," and other similar reasons. The employees entered in a monthly drawing are selected by management in its sole discretion.

Monthly drawing bonuses are at the discretion of the Agency and may be canceled at any time.

### **Discretionary Fiscal Year Bonus**

From time to time, at its sole discretion, the Agency may award an annual bonus following the end of a fiscal year to persons employed by the Agency at the end of that fiscal year.

If awarded, the amount of the bonus may vary for each employee. If awarded to a nonexempt field staff employee, the bonus will be based upon a percentage of the employee's total compensation during the fiscal year involved. A nonexempt employee's "total compensation" means the employee's straight time and overtime earnings during the fiscal year, any prior bonus paid to the employee during that fiscal year, and any other remuneration for employment which the Agency may have paid to the employee during that fiscal year.

Notwithstanding that the Agency may award such bonuses from time to time, at all times whether or not a bonus will be awarded for any fiscal year is at the sole discretion of the Agency, and the Agency, in its sole discretion, may determine to not grant bonuses for any fiscal year. If the Agency decides to award such bonuses for any fiscal year, the amount of the bonus for any employee also is at the sole discretion of the Agency. No employee should ever feel that such a bonus will be awarded for any fiscal year and, if one is awarded, no employee should expect that he or she will be awarded a bonus or what the amount will be.

## Overtime

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### Employees Entitled to Overtime Pay

All nonexempt field staff employees are entitled to receive overtime pay.

### Overtime

Overtime is all time worked by a nonexempt employee that is in excess of forty (40) hours in a workweek. For this purpose, the workweek begins at midnight (12:00 a.m.) on Monday and ends at 11:59 p.m. on the following Sunday.

With one exception, only actual hours worked count as hours worked for overtime pay purposes. Paid and unpaid time off does not count as time worked for overtime pay purposes. The exception is the time involved in a paid meal period (see, page 25 of this handbook).

### Overtime Pay

Nonexempt employees are entitled to overtime pay at the rate of one-and-one half (1 ½) the employee's regular rate of pay for all overtime hours worked. The employee's regular rate is determined by totaling all the hourly compensation that workweek and dividing that total by the hours worked that workweek.

### **Overtime Must Be Authorized**

A nonexempt employee must notify his or her Supervisor that he or she is scheduled to work more than forty (40) hours in a workweek so the Supervisor can obtain and/or give overtime authorization.

It is the policy of the Agency to avoid overtime whenever possible. Overtime by a nonexempt employee must be approved or authorized by his or her Supervisor before it is worked. Supervisors are expected to avoid overtime whenever possible.

A nonexempt employee who works overtime without prior approval or authorization is subject to disciplinary action up to and including discharge.

Occasionally, however, overtime work becomes necessary and an employee may be required by the Supervisor to work overtime. Failure to work overtime when assigned may result in disciplinary action up to and including discharge.

### **No Compensatory Time Off**

Compensatory time off (*i.e.*, paid or unpaid time off instead of overtime pay) is not given in lieu of paying overtime pay to an employee who is entitled to overtime pay.

### **No Pyramiding of Premium Pay**

There is no pyramiding of overtime pay and/or other premium pay (*e.g.*, holiday pay). Pyramiding means paying time-and one-half ( $1 \frac{1}{2}$ ) more than once for the same hours worked.

# **Pay Period; Payday; Timekeeping; Charting and Billing Forms; Paychecks; Errors in Paychecks**

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## **Pay Period**

The pay period for nonexempt employees is bi-weekly beginning at midnight (12:00 a.m.) on Monday and ending at 11:59 p.m. on Sunday.

## Payday

Nonexempt employees are paid Friday for compensation earned during the pay period ending two Sundays prior. If the usual payday falls on a day observed by the Agency as a holiday (see, "Holidays Observed" on page 33 of this handbook), the payday will be the immediately preceding workday.

It is the policy of the Agency not to grant any pay in advance of it being earned.

All pay will be via electronic deposit.

## Charting and Daily Flow Notes

Each employee is responsible for documenting the hours he or she has worked on the forms provided by the Agency. If an employee has any questions regarding the completion of their documentation, the employee should contact the employee's Supervisor. Use care when completing documentation. They are legal documents that become part of the client's file and/or other Agency records.

Hours worked should be recorded rounded to the nearest quarter of an hour (15 minute increment).

Charting and daily flow notes for each workday must be received by the Agency's office by 5:00 p.m. on the following Monday. If you mail the forms, you are still responsible for assuring they are received in the Agency's office as required. In the event, a holiday falls on a Monday and post offices are closed, the paperwork is still due to the Agency office on Monday by 5:00 p.m. **No exceptions!** The Agency is not responsible for mail delivery delays. There are drop boxes located at the Agency office which may be used instead of mail and outside of office hours. Faxed copies will not be accepted. The Agency must have original copies because the paperwork are legal documents.

Paperwork received after Monday at 5:00 p.m. will not be processed until the following week. Any hours owed to the employee will be processed on the next pay date.

Daily flow notes are a legal accounting of the employee's time worked. The daily flow note must be completed and signed by the employee to confirm its accuracy. Charting and daily flow notes which are incomplete or improperly filled out must be corrected by the employee before they can be considered to be complete and to be "received" by the Agency.

Employees must take special care to be sure their charting and daily flow notes are accurate. Client service records must be verified by the client or his or her representative.

Completed daily flow notes which are received after the deadline cannot be processed for the usual payday and will be included on the following payroll. Failure to submit charting and daily flow notes on time also means the Agency cannot bill the appropriate payer source in a timely manner. If you fail to submit charting and daily flow notes as required, it will be reflected in your personnel file and you will be subject to disciplinary action up to and including discharge. Your failure to properly complete and submit paperwork also will be stated in the Agency's response to any reference requests it receives



concerning your employment with the Agency. In addition, the Agency may hold you personally responsible for any loss, expense or damage the Agency suffers as a result of your failure to submit charting, daily flow notes, or other paperwork as required.

### **Errors In Pay**

Any payroll questions, including perceived errors in a pay, should be submitted in writing to his or her Supervisor as soon as possible, but not more than fourteen (14) calendar days after the payday for the pay period to which the pay deposit applies. If the employee believes an error occurred, the written submission must state in detail why the employee believes the pay was in error.

# **Payroll Deductions; Garnishment; Wage Assignment**

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### **Payroll Deductions**

Deductions are withheld from an employee's paycheck each pay period as a result of federal and state tax laws. Those deductions are: federal income tax; state income tax; Social Security (FICA); Medicare; and local taxes if applicable. The income tax deductions are made according to standard government tax tables and can vary according to the amount of your wages and the number of dependents you claim. The Social Security and Medicare deductions are based on a percentage of your wages; for each dollar deducted from your wages, the Agency also pays a dollar on your behalf.

In addition, group insurance and supplemental insurance will be deducted from an employee's wages with the employee's written authorization. Forms for this purpose are available from the Supervisor.

No other voluntary wage deductions are available.

### **Garnishment and Support Orders**

Employees are responsible for their own debts and are encouraged to make arrangements to work out their financial affairs before a wage garnishment or support order is necessary. A garnishment or support order causes a considerable amount of paperwork and expense for the Agency. Employees' cooperation in avoiding the need for such orders is appreciated.

### **Wage Assignment**

The Agency will not agree to any form of wage assignment

# Length of Service

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## Types of Length of Service

Employees accrue two (2) types of length of service as follows:

- (a) Agency length of service; and,
- (b) Job title length of service.

### Agency Length of Service

Agency length of service is defined as all continuous service as an employee of the Agency, including, as applicable, periods of short-term layoff and of leaves of absence, commencing on the date the employee was last hired as an employee of the Agency.

Agency length of service terminates upon termination of the employee's employment as an employee with the Agency.

An employee's Agency length of service is important because: it is one factor which is considered under the agency's job posting procedure in determining whether or not to award a job to a particular individual (see "Job Openings" on page 10 of this handbook); for accrual of PTO (see, "Amount of PTO Benefit" on page 35 of this handbook); and, eligibility for Unpaid Educational Leave of Absence (see, "Unpaid Educational Leave of Absence" on page 71 of this handbook).

### Job Title Length of Service

Job title length of service is defined as all continuous service as an employee in the employee's job title, including as applicable, periods of short-term layoff and of leaves of absence, commencing on the employee's date of last hire with the Agency as an employee in that job title.

Job title length of service terminates: (a) upon termination of the employee's employment with the Agency; or, (b) upon the employee being hired to work in another job title; or (c) upon the employee becoming an exclusive employee. Job title length of service does not terminate upon the temporary transfer of the employee to perform the duties of another job title.

An employee's job title length of service is important because it may affect the order of a layoff in the event of a long term layoff (see "Layoff" on page 97 of this handbook);

**"Year of Service"; "Month of Service"; Nonrecurring Dates**

As used in these policies, the terms "year of service" and "month of service" have the following meanings:

**"Year of Service"**

As used in these policies, the term "year of service" is calculated based on the date of last hire involved (*i.e.*, for Agency length of service, the date of last hire as an employee by the Agency; for job title length of service, the date of last hire in the job title as an employee). For example, if an employee was hired on March 11, 2019, he or she completed one (1) year of the Agency length of service at 12:00 midnight on March 10, 2020; two (2) years of the Agency length of service at midnight on March 10, 2021; etc.

**"Month of Service"**

A "month of service" is calculated based on the date of last hire involved (*i.e.*, for Agency length of service, the date of last hire as an employee by the Agency; for job title length of service, the date of last hire in the job title). For example, if an employee was hired as an employee on March 11, 2019, he or she completed one (1) month of service at 12:00 midnight on April 10, 2019; two (2) months of service at midnight on May 10, 2019; etc.

**Nonrecurring Dates**

If an employee is hired on the day of a calendar month which does not exist for certain other calendar months, (*e.g.*, May 31st), years of service and months of service are completed on the last day of any calendar month which has less than that number of days. For example, if an employee's date of last hire was January 31, 2019, he or she completes one (1) month of service at 12:00 midnight on March 1, 2019; two months of service at 12:00 midnight on April 1, 2019; three (3) months of service at 12:00 midnight on May 1, 2019, etc., and completes one (1) year of service at 12:00 midnight on January 30, 2020.

# Holidays

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## Holidays Observed

The Agency's offices are closed in observance of the following six (6) holidays:

- New Year's Day (January 1<sup>st</sup>)
- Memorial Day (Last Monday in May)
- Independence Day (July 4<sup>th</sup>)
- Labor Day (First Monday in September)
- Thanksgiving Day (Fourth Thursday in November)
- Christmas Day (December 25<sup>th</sup>)

If an employee desires time off to observe a religious holiday which is not an observed holiday of the Agency, the employee may request unpaid special leave of absence for that day (see "Unpaid Special Leave of Absence" on page 72 of this Handbook).

## Holiday Scheduling

Any employee may be authorized to work on a day observed by the Agency as a holiday or on an actual holiday if it is different than the day observed as the holiday. Failure to accept holiday work when assigned can result in disciplinary action up to and including discharge.

## Employees Who Do Not Work on a Holiday

Nonexempt employees who do not work on a day observed by the Agency as a holiday receive the day off without pay.

## Employees Who Work on a Holiday

A nonexempt employee who is authorized to work on any day observed as a holiday, or on the actual holiday if it is different than the day observed as the holiday, and who actually works on that day, will be paid time-and-one-half (1 ½) his or her usual hourly rate of pay for the hours worked on the holiday. Provided, however, to be eligible for this premium pay, the employee must have worked his or her last scheduled shift prior to the holiday and first scheduled shift following the holiday, unless his or her failure to do so was due to one of the following reasons: (1) cancellation of the shift by the client; (2) jury duty leave of absence; (3) subpoenaed witness leave of absence.; (4) FMLA leave; (5) military leave; or, (6) other leave required by law. If the employee is not eligible for this holiday premium pay, he or she will receive his or her usual hourly or per visit rate for the hours worked on the holiday.

For purposes of this section concerning "Employees Who Work on a Holiday", a holiday shall begin at

12:01 a.m. on the holiday and shall end at 11:59 p.m. twenty-four (24) hours later.

There is no pyramiding of overtime pay and/or other premium pay (e.g., holiday pay). Pyramiding means paying time-and one-half (1 ½) more than once for the same hours worked.

### **Approval to Work on a Holiday**

Work on an observed or actual holiday by a nonexempt employee must be approved in advance by his or her Supervisor before it is worked. Unauthorized work completed on an observed or actual holiday will be paid at the employee's regular rate.

# **Paid Time Off (PTO)/Paid Medical Leave Act**

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## **Generally; Purpose of Paid Time Off (PTO) Benefits**

The Agency provides paid time off (PTO) benefits for nonexempt field staff employees.

The purpose of the Agency's PTO benefit is to provide the opportunity for the employee to take actual time off from work without loss of pay in the event of the employee's own illness or injury, for purposes of rest and recreation, or for such other purpose as the employee believes may be beneficial thereby increasing the employee's performance in the future. It also is intended to offer protection to the employee, fellow employees, and clients by enabling an ill or injured employee to be away from work to recover from the employee's own bona fide medical condition. In addition, it is intended to permit an employee to care for an ill or injured member of the employee's immediate family who resides with the employee.

PTO benefits are not to be regarded as "earned" time off or as an additional form of compensation. Under no circumstances shall an employee be entitled to receive the cash equivalence of the employee's accumulated but unused PTO benefit unless the employee has met all of the conditions stated in this handbook to receive such a cash equivalence.

The PTO benefit is inclusive of the paid medical leave act which provides employees with the right to earn sick time for personal or family health needs, as well as purposes related to domestic violence and sexual assault and school meetings needed as the result of a child's disability, health issues or issues due to domestic violence and sexual assault; to specify the conditions for accruing and using

earned sick time; to prohibit retaliation against an employee for requesting, exercising, or enforcing rights granted in this act.

The Agency recommends that employees should attempt to maintain some available but unused PTO benefit at all times so it is available for their use when needed.

Except at termination of employment, PTO hours cannot be exchanged for cash.

### **Amount of PTO Benefit**

The amount of PTO benefit provided to nonexempt field staff employees is based upon the number of hours worked. 'Hours worked' does not include PTO, 'show up' time, overtime, or holiday pay.

Employees eligible for PTO will accrue one hour of PTO for every 35 hours worked and will cap at 40 hours of PTO accrued per benefit year after they have successfully completed their probationary period (typically 90 days). Benefit year is defined as the employee's "year of service" (see page 32).

### **When PTO Benefits Are Granted and Become Available for Use**

An employee may use PTO as it is accrued. All eligibility requirements must be met as described above. (See 'Scheduling PTO' page 36 for any requirements on advanced notice.)

### **Accumulation of PTO**

Employees may carry over up to 40 hours of PTO to the next year of service.

An employee is not entitled to receive the cash equivalence of any PTO benefit lost.

### **PTO Pay; Time of Payment**

An employee will be paid at the employee's base rate of pay for time off which is properly charged to the employee's available but unused PTO accumulation. PTO pay is paid on the usual payday for the payroll period in which the PTO is taken.

### **Eligibility to Use PTO; Minimum Increment of Use**

An employee is not eligible to use his or her available but unused PTO benefit until after it has been granted and becomes available for use.

PTO benefits must be used and charged against available but unused PTO benefits in increments of not less than one (1) hour. Provided, however, if the absence will count as unpaid family and unpaid medical leave of absence (see, page 39 of this handbook), PTO benefits for that absence may be charged in increments of not less than one (1) hour.

## **Scheduling PTO Time Off**

For an employee to use PTO benefits, the PTO time off must be scheduled with and approved by the Supervisor as stated below.

### **For a Purpose Other than Employee's Medical Condition or an Immediate Family Member's Medical Condition**

For an employee to use PTO time off for a purpose other than his or her own medical condition or an immediate family member's medical condition, or that protected under the Paid Medical Leave Act, the time off must be scheduled with and approved by the Supervisor in advance. The PTO time off should be requested as far in advance as possible but not less than thirty (30) calendar days in advance.

An effort will be made to accommodate individual preferences as to PTO time off consistent with the needs of the Agency. In all cases, however, the work requirements of the Agency must take priority in the scheduling of PTO time off for a purpose other than medical condition, or those reasons accepted under the Paid Medical Leave Act. The Supervisor may cancel PTO time off previously scheduled if he or she determines unforeseen circumstances have occurred which requires the cancellation.

If an employee is absent without advance approval by the Supervisor, the employee generally will not be permitted to charge the time against available but unused PTO benefits and will be subject to disciplinary action up to and including discharge. The Supervisor may, however, allow time off which was not scheduled in advance to be charged against available but unused PTO benefits if the Supervisor in his or her discretion, judges the circumstances to be, or have been, an emergency or unforeseeable.

### **For Employee's Medical Condition or an Immediate Family Member's Medical Condition**

PTO benefits may be used by an employee for his or her absence from work due to his or her own bona fide medical condition which is not compensable under the Workers' Compensation law, or similar program, or due to the bona fide medical condition of a member of the employee's immediate family who resides with the employee. The term "medical condition" means all temporary medical disabilities, including illness, injury, pregnancy, childbirth, and related conditions.

To be eligible to use PTO benefits, an otherwise eligible employee who is unable to work due to his or her bona fide medical condition, the bona fide medical condition of a member of the employee's immediate family, or other reasons protected under the Paid Medical Leave Act must meet both of the following conditions:

- (a) **Notification.** The employee must notify his or her Supervisor, as stated in "Notification of Absence" (see, page 74 of this handbook), prior to the time the employee is scheduled to begin work on each day involved unless an agreed upon return to work date has been arranged between the employee and Supervisor. As stated and explained in "Notification

of Absence” (see, page 74 of this handbook), employees are required to call in at least four (4) hours *prior* to the scheduled time for them to report to work.

- (b) Proof of Medical Condition.** If requested by the Supervisor, either before, during or after the employee's absence, the employee must present proof to the Supervisor which is satisfactory to the Supervisor to confirm the employee's absence from work was due to the employee's own bona fide medical condition or the bona fide medical condition of a member of the employee's immediate family who resides with the employee. The Supervisor may require such proof to be a physician's certificate confirming to the Supervisor satisfaction that the employee's absence from work was due to the employee's own bona fide medical condition or the bona fide medical condition of a member of the employee's immediate family who resides with the employee. A return to work release always is required for any absence of three (3) or more consecutive scheduled work days due to an employee's own medical condition. For this purpose, a "physician" means a person licensed to practice medicine. The employee will have up to three (3) days to provide this documentation.

Failure to make such notification or submit satisfactory proof when required will result in the days of absence being treated as unpaid time off and may result in disciplinary action up to and including discharge.

#### **Return to Work Following PTO Use For Employee's Medical Condition**

An employee returning to work following PTO use for the employee's own medical condition must be able to perform the duties of his or her job title without posing a "direct threat" to the health or safety of himself/herself or of others or that any "direct threat" which may exist can be eliminated or reduced below the level of "direct threat" by reasonable accommodation which does not constitute an undue hardship to the Agency. The determination of whether or not an employee can do so is the responsibility of the Supervisor. The Agency reserves the right, in any instance, to delay or prevent an employee returning to work whenever the Agency determines it is necessary to protect clients, fellow employees, or visitors. The employee must present a physician's written statement within three (3) days confirming that, in the physician's opinion, the employee is able to perform the duties of his or her job title with or without reasonable accommodation and without posing a direct threat to herself or himself and others when submitting "Proof of Medical Condition." The Agency also reserves the right to request that the employee be examined by a physician of the Agency's selection and at the Agency's cost to assist the Agency in making this determination. If the employee is not permitted to return to work by the Agency, the additional time off may be charged to the employee's available but unused PTO benefit, if any.



## **Termination of Employment**

Upon termination of employment, an employee's available but unused PTO benefit existing at the time of termination of employment is lost and is no longer available for use. However, upon written request within 30 days of termination, the employee shall be entitled to a cash payment for the lost PTO benefit, if any. The amount of the payment shall be equal to the amount of the employee's available but unused PTO benefit existing at the time of termination of employment multiplied times the then existing applicable minimum wage. This payment, if any, will be made to the employee on the regular payday for the pay period in which the termination of employment is effective.

Nonexempt field staff employees who have not completed one (1) year of service forfeit unused PTO, regardless of the reason or circumstances surrounding the termination or resignation of employment.

## **Change of Employment Type**

In the event a nonexempt field staff employee becomes a nonexempt administrative employee or an exempt employee, without termination of employment between the two categories of employment, the employee's then existing available but unused PTO benefit, if any, is lost and may not be used thereafter. However, the employee shall be entitled to receive the cash equivalence of any such lost PTO benefit. This payment will be made to the employee on the regular payday for the payroll period in which the change occurs.

# Unpaid Family and Medical Leave of Absence (FMLA Leave)

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## Qualifying Reasons for FMLA Leave Generally

Under this policy, and in compliance with the Family Medical Leave Act of 1993 (“FMLA”), as amended, certain employees may be eligible to take unpaid leave for the following purposes:

- (a) Because of a serious health condition that makes the employee unable to perform the functions of the employee’s job;
- (b) To care for the employee’s spouse, son, daughter, or parent with a serious health condition;
- (c) For birth of a son or daughter, and to care for the newborn child;
- (d) For placement with the employee of a son or daughter for adoption or foster care;
- (e) Because of any qualifying exigency arising out of the fact that the employee’s spouse, son, daughter, or parent is a military member on covered active duty (or has been notified of an impending call or order to covered active duty status); and,
- (f) To care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent or next of kin of the covered service member.

## Definitions of Terms

The terms identified below shall have the following meanings for purposes of this policy:

### Contingency Operation

The term “contingency operation” means a military operation that: (a) is designated by the Secretary of Defense as an operation in which members of the Armed Forces are or may become involved in military actions, operations, or hostilities against an enemy of the United States or against an opposing military force; or, (b) results in the call or order to, or retention on, active duty of members of the uniformed services under section 688, 12301(a), 12302, 12304, 12305, or 12406 of title 10, chapter 15 of Title 10 of the United States Code, or any other provision of law during a war or during a national emergency declared by the President or Congress.

### Covered Active Duty or Call to Covered Active Duty Status

The terms “covered active duty” or “call to covered active duty status” means:

- (a) In the case of a member of Regular Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and,
- (b) In the case of a member of the Reserve components of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a Federal call or order to active duty in support of a contingency operation.

### **Covered Service Member**

“Covered service member” means:

- (a) A current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on temporary disability retired list, for a serious injury or illness; or,
- (b) A covered veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness.

### **Covered Veteran**

The term “covered veteran” means an individual who was a member of the Armed Forces (including a member of the National Guard or Reserves), and was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran. Provided, however, the period between October 28, 2009, and March 8, 2013, shall not count towards the determination of the five-year period for covered veteran status.

### **Eligible Employee**

An “eligible employee” means:

- (a) An employee who has been employed for a total of at least 12 months, by the Agency on the date on which the FMLA leave is to commence. Provided, however, any period of previous employment that occurred more than seven years before the date of the most recent hiring of the employee will not be considered for this purpose, unless:
  - (i) The break in service is occasioned by the fulfillment of the employee’s USERRA covered service obligation (the period of absence from work due to or necessitated by USERRA-covered service must be also counted in determining whether the employee has been employed for at least twelve (12) months by the Agency, but this shall not provide any greater entitlement to the employee than would be available under USERRA).
  - (ii) A written agreement exists concerning the Agency’s intention to rehire the employee after the break in service (*e.g.*, for purposes of the employee furthering his or her education or child-rearing purposes); and,
- (b) Who, on the date on which the FMLA leave is to commence: (a) has been employed by the Agency for at least 1,250 hours of service during the 12-month period

immediately preceding the commencement of the leave; and (b) is employed at a worksite at which 50 or more employees are employed by the Agency within 75 miles of that worksite.

An employee returning from fulfilling his or her USERRA-covered service obligation shall be credited with the hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA-covered service in determining whether the employee met the hours of service requirement.

- (c) The twelve (12) months an employee must have been employed by the Agency need not be consecutive months. If an employee is maintained on the payroll for any part of a week, including any periods of paid or unpaid leave during which other benefits or compensation are provided by the Agency (e.g., workers' compensation), the week counts as a week of employment. For purposes of determining whether intermittent/occasional/casual employment qualifies as at least twelve (12) months, 52 weeks is deemed to be equal to twelve (12) months.

### **Family Members**

"Family member" means a son or daughter, a parent, including biological parent or person who stood in the place of a biological parent, and a spouse. The term does not include a parent-in-law.

### **Health Care Provider**

A "health care provider" means:

- (a) A doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices;
- (b) Podiatrists, dentists, clinical psychologists, optometrists, chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) who are authorized to practice in the State and performing within the scope of their practice as defined under State law;
- (c) Nurse practitioners, nurse-midwives, clinical social workers, physician assistants who are authorized to practice under State law and who are performing within the scope of their practice as defined under State law;
- (d) Christian Science Practitioners listed with the first Church of Christ, Scientist in Boston, Massachusetts, or any other person recognized by the United States Secretary of Labor to be capable of providing health care services.
- (e) Any health care provider from whom the Agency or the Agency's group health plan's benefits manager will accept certification of the existence of a serious health condition to substantiate a claim for benefits.
- (f) A health care provider listed above who practices in a country other than the United States, who is authorized to practice in accordance with the law of that country, and who is performing within the scope of his or her practice as defined under that law.

**Incapacity**

“Incapacity” means inability to work, attend school or perform other regular activities due to a serious health condition, treatment therefore, or recovery therefrom.

**Inpatient Care**

“Inpatient care” means an overnight stay in a hospital, hospice, or residential medical care facility, including any period of incapacity.

**Intermittent Leave**

“Intermittent leave” means leave taken in separate blocks of time due to a single illness or injury, rather than for one continuous period of time, and may include leave of periods from an hour or more to several weeks. Examples of intermittent leave include leave taken on an occasional basis for medical appointments, or leave taken several days at a time spread over a period of six (6) months, such as for chemotherapy.

**Next of Kin of a Covered Service Member**

“Next of kin of a covered service member” means the nearest blood relative other than the covered service member’s spouse, parent, son or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered service member by court decree or statutory provisions; brothers and sisters; grandparents; aunts and uncles; and, first cousins; unless the covered service member has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made, and there are multiple family members with the same level of relationship to the covered service member, all such family members shall be considered the covered service member’s next of kin and may take FMLA leave to provide care to the covered service member either consecutively or simultaneously. When such a designation has been made, the designated individual shall be deemed to be the covered service member’s only next of kin.

**Outpatient Status**

“Outpatient status,” with respect to a covered service member who is a current member of the Armed Forces, means the status of a member of the Armed Forces assigned to: (1) a military medical treatment facility as an outpatient; or, (2) a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

**Parent**

“Parent” means a biological, adoptive, step or foster father or mother, or any other individual who stood *in loco parentis* to the employee when the employee was a son or daughter. The term does not include parents “in law.”

### Parent of a Covered Service Member

“Parent of a covered service member” means a covered service member’s biological, adoptive, step or foster father or mother, or any other individual who stood *in loco parentis* to the covered service member. The term does not include parents “in law.”

### Reduced Schedule Leave

“Reduced schedule leave” means a leave schedule that reduces the usual number of working hours per workweek, or hours per workday, of an employee. An example of reduced schedule is leave time taken to lessen the number of hours worked to one-half (½) days while recuperating from surgery.

### Serious Health Condition

“Serious health condition” means an illness, injury, impairment or physical or mental condition that involves either: (a) inpatient care, or (b) continuing treatment by a health care provider that involves one or more of the following:

- (a) A period of incapacity requiring an absence of more than three (3) consecutive, full calendar days and any subsequent treatment or period of incapacity relating to the same condition that also involves:
  - (i) Treatment two or more times within thirty (30) calendar days of the first days of incapacity, unless extenuating circumstances exist, by a health care provider, by a nurse under direct supervision of a health care provider, or by a provider of health services (e.g., physical therapist) under orders of or on referral by, a health care provider (Extenuating, circumstances means circumstances beyond the employee’s control that prevent the follow up visit from occurring as planned by the health care provider)
  - (ii) Treatment by a health care provider on at least one (1) occasion which results in a regimen of continuing treatment under the supervision of the health care provider.
  - (iii) As used in (1) and (2) above, treatment by a health care provider means an In-person visit to a health care provider. The first (or only) in-person treatment visit must take place within seven (7) days of the first day of incapacity.
- (b) A period of incapacity due to pregnancy, or for prenatal care;
- (c) A period of incapacity due to, or treatment for, a chronic serious health condition, *i.e.*, a condition which: (1) requires periodic visits (at least twice per year) for treatment by a health care provider or by a nurse under direct supervision of a health care provider, (2) continues over an extended period of time, and (3) may cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, or epilepsy);
- (d) A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the

continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's, stroke, or a terminal disease;

- (e) Any period of absence to receive multiple treatments (including any period of recovery) by, or on referral by a health care provider, or by a provider of health care services under orders of, or on referral by a health care provider, for: (1) restorative surgery after an accident or other injury; or (2) a condition that likely would result in incapacity of more than three (3) consecutive full calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation), severe arthritis (physical therapy), or kidney disease (dialysis).
- (f) Absences attributable to incapacity under (b) or (c), above, qualify for FMLA leave even though the employee or the covered family member does not receive treatment from a health care provider during the absence, and even if the absence does not last more than three (3) consecutive, full calendar days.

The term "serious health condition" may include treatment of the employee or covered family member for substance abuse, but, only if the treatment is by a health care provider or by a provider of health services on referral by a health care provider. Absence because of the employee's or covered family member's use of the substance, rather than for treatment, does not qualify for FMLA leave.

### **Serious Injury or Illness**

"Serious Injury or Illness" means:

- (a) in the case of a current member of the Armed Forces, including a member of the National Guard or Reserves, an injury or illness that was incurred by the covered service member in the line of duty on active duty in the Armed Forces, (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that may render the service member medically unfit to perform the duties of the member's office, grade, rank, or rating; and,
- (b) In the case of a covered veteran an injury or illness that was incurred by the member in the line of duty of active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran, and is:
  - (i) A continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the service member unable to perform the duties of the service member's office, grade, rank or rating; or,
  - (ii) A physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability Rating (VASRD) of 50 percent or greater, and which VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or
  - (iii) A physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or

- (iv) An injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veteran Affairs Program of Comprehensive Assistance for Family Caregivers.

### **Son or Daughter**

“Son or daughter” means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing *in loco parentis*, who is: (a) under eighteen (18) years of age; or, (b) eighteen (18) years of age or older and incapable of self-care because of a mental or physical disability at the time that FMLA leave is to commence.

### **Son or Daughter of a Covered Service Member**

“Son or daughter of a covered service member” means covered service member’s biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered service member stands *in loco parentis*, and who is of any age.

### **Son or Daughter on Covered Active Duty or Call to Covered Active Duty Status**

“Son or daughter on covered active duty or call to covered active duty status” means the employee’s biological, adopted, or foster child, stepchild, legal ward, or a child for whom the employee stands *in loco parentis*, and who is of any age.

### **Treatment**

“Treatment” includes (but is not limited to) examinations to determine if a serious health condition exists and evaluations of the condition. Treatment does not include routine physical examinations, eye examinations, or dental examinations.

### **USERRA**

“USERRA” means the Uniformed Services Employment and Reemployment Rights Act, 28 USC § 4301 *et seq.*

### **FMLA Leave for a Serious Health Condition of the Employee**

An eligible employee who is unable to work due to his or her own serious health condition that makes the employee unable to perform the functions of the employee’s job is entitled to take a leave of absence up to a maximum of twelve (12) workweeks in a twelve (12) month period. The leave is unpaid except to the extent the employee is required to use PTO benefits. An employee requesting FMLA leave for a serious health condition is required to submit a medical certification of the need for such leave.

An employee is “unable to perform the functions of the employee’s job” where the health care provider finds that the employee is unable to work at all or is unable to perform any one of the essential functions of the employee’s job within the meaning of the Americans with Disabilities Act. An employee who must



be absent from work to receive medical treatment for a serious health condition is considered to be unable to perform the essential functions of his or her job during the absence for treatment.

Eligible employees who are absent from work due to a serious health condition covered by worker's compensation shall automatically be on an FMLA medical leave for any unused leave benefit up to the maximum leave benefit of twelve (12) workweeks in a twelve (12) calendar month period. Eligible employees on such leave covered by worker's compensation are not required to exhaust their PTO benefit, if any, prior to receipt of unpaid FMLA leave.

### **FMLA Leave to Care for the Employee's Spouse, Son, Daughter, or Parent with a Serious Health Condition**

An eligible employee is entitled to take a leave of absence up to a maximum of workweeks in a twelve (12) month period to care for the employee's spouse, son, daughter, or parent who has a serious health condition. The leave is unpaid except to the extent the employee is required to use PTO benefits. An employee requesting FMLA leave for a serious health condition of the employee's spouse, son, daughter, or parent is required to submit a medical certification of the need for such leave.

### **FMLA Leave for Pregnancy, the Birth of a Son or Daughter, and to Care for the Newborn Child**

#### **Birth of Son or Daughter and to Care for the Newborn Child**

An eligible employee is entitled to take a leave of absence up to a maximum of twelve (12) workweeks in twelve (12) calendar months for the birth of a son or daughter and to care for the newborn. Both the mother and the father are entitled to such leave. An employee's entitlement to FMLA leave for birth and to care for the newborn child expires at the end of the twelve (12) month period beginning on the date of birth. The leave is unpaid except to the extent the employee is required to use PTO benefits. An employee requesting leave for the birth of a son or daughter or to care for the newborn may be required to submit evidence of the birth.

Both the mother and father are entitled to FMLA leave if needed to care for a child with serious health condition.

#### **For Pregnancy, Prenatal Care, Serious Health Condition**

A mother is entitled to FMLA leave for incapacity due to pregnancy for prenatal care or for her own serious health condition following the birth of the child. An expectant mother may take FMLA leave before the birth of the child for prenatal care or if her condition makes her unable to work. The mother is entitled to leave for incapacity due to pregnancy even though she does not receive treatment from a health care provider during the absence, and even if the absence does not last for more than three consecutive calendar days, e.g., being unable to report to work due to severe morning sickness.

A husband is entitled to FMLA leave if needed to care for his pregnant spouse who is incapacitated or if needed to care for her during her prenatal care, or if needed to care for the spouse following the birth of a child if the spouse has a serious health condition.

### **FMLA Leave for Placement with the Employee of a Son or Daughter for Adoption or Foster Care**

An eligible employee is entitled to take a leave of absence up to a maximum of twelve (12) workweeks in a twelve (12) calendar month period for placement with the employee of a son or daughter for adoption or foster care if an absence from work is required for the placement to proceed. An employee's entitlement to FMLA leave for adoption or foster care expires at the end of the twelve (12) month period beginning on the date of the placement. The leave is unpaid except to the extent the employee is required to use PTO benefits. An employee requesting leave for the placement with the employee of a son or daughter by adoption or foster care may be required to submit evidence of the placement.

An eligible employee is entitled to FMLA leave if needed to care for an adopted or foster child with a serious health condition. However, the employee is entitled to FMLA leave even if the adopted or foster child does not have a serious health condition.

### **FMLA Leave for a Qualifying Exigency Related to Family Military Member**

#### **General**

An eligible employee shall be entitled to a total of twelve (12) workweeks of leave during a twelve (12) calendar month period because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is on covered active duty or call to covered active duty status (or has been notified of an impending call or order to covered active duty). The leave is unpaid except to the extent the employee is required to use PTO benefits. An employee requesting FMLA leave is required to submit a certification of the qualifying exigency.

#### **Covered Active Duty or Call to Covered Active Duty Status**

As more completely described in the regulations, covered active duty or call to covered active duty status (or has been notified of an impending call or order to covered active duty) includes:

- (a) **Member of Armed Forces:** Covered active duty or call to covered active duty status in the case of a member of the Regular Armed Forces means duty during the deployment of the member with the Armed Forces to a foreign country.
- (b) **Member of Reserve Components:** Covered active duty or call to covered active duty status in the case of a member of the Reserve components of the Armed Forces means duty during deployment of the member with the Armed Forces to a foreign country under a Federal call or order to active duty in support of a contingency operation as described in the FMLA regulations, § 825.126(2).
- (c) **Deployment to a Foreign Country:** Deployment of the member with the Armed Forces to a foreign country means deployment to areas outside of the United States, the District of Columbia, or any Territory or possession of the United States, including international waters.
- (d) **Must be Federal Call to Duty:** A call to active duty for purposes of leave taken because of a qualifying exigency refers to a Federal call to active duty. State calls to

active duty are not covered unless under order of the President of the United States pursuant to a contingency operation as described in the FMLA regulations, § 825.126(2).

- (e) **Meaning of Son or Daughter:** Son or daughter on covered active duty or call to covered active duty status means the employee's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the employee stood *in loco parentis*, who is on covered active duty or call to covered active duty status, and who is of any age.

### Qualifying Exigencies

An eligible employee may take FMLA leave for one or more of the following qualifying exigencies:

- (a) **Short-Notice Deployment:** To address any issue that arises from the fact that the military member is notified of an impending call or order to covered active duty seven (7) or less calendar days prior to the date of deployment. Leave for this purpose can be used for a period of seven (7) calendar days beginning on the date the military member is notified of an impending call or order to covered active duty.
- (b) **Military Events and Related Activities:** To attend official ceremony, program, or event sponsored by the military that is related to the covered active duty or call to covered active duty status of the military member. Also, to attend family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or the American Red Cross that are related to the covered active duty or call to covered active duty status of the military member.
- (c) **Childcare and School Related Activities.** To attend to any of the following childcare and school related activities:
- (i) To arrange for alternative childcare of a child of the military member when the covered active duty or call to covered active duty status of the military member necessitates a change in the existing childcare arrangement;
  - (ii) To provide childcare for a child of the military member on an urgent, immediate need basis (but not on a routine, regular, or everyday basis) when the need to provide such care arises from the covered active duty or call to covered active duty status of the military member;
  - (iii) To enroll in or transfer to a new school or day care facility a child of the military member when enrollment or transfer is necessitated by the covered active duty or call to covered active duty status of the military member; and,
  - (iv) To attend meetings with staff at a school or daycare facility, such as meetings with school officials regarding disciplinary measures, parent-teacher conferences or meeting with school counselors, for a child of the military member, when such meetings are necessary due to circumstances arising from the covered active duty or call to covered active duty status of the military member.
- (d) **Financial and Legal Arrangements:** To make or update financial and legal arrangements to address the military member's absence while on covered active

duty or call to covered active duty status, such as preparing and executing financial and healthcare powers of attorney, transferring bank account signature authority, enrolling in the Defense Enrollment Eligibility Reporting System (DEERS), obtaining military identification cards, or preparing or updating a will or living trust. Also, to act as the military member's representative before a federal, state, or local agency for purposes of obtaining, arranging, or appealing military service benefits while the military member is on covered active duty or call to covered active duty status, and for a period of ninety (90) days following the termination of the military member's covered active duty status.

- (e) **Counseling:** To attend certain counseling provided by someone other than a health care provider, for oneself, for the military member, or for the biological, adopted, or foster child, a stepchild, or a legal ward of the military member, or a child for whom the military member stands *in loco parentis*, who is either under age eighteen (18), or eighteen (18) or older and incapable of self-care because of a mental or physical disability at the time the FMLA leave is to commence, provided the need for counseling arises from the covered active duty or call to covered active duty status of the military member.
- (f) **Rest and Recuperation:** To spend time with the military member who is on short-term, temporary, Rest and Recuperation leave during the period of deployment. Leave for this purpose can be used for fifteen (15) calendar days being on the date the military member commences each instance of Rest and Recuperation leave.
- (g) **Post-Deployment Activities:** To attend arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of ninety (90) calendar days following the termination of the military member's covered active duty status. Also, to address issues that arise from the death of the military member while on covered active duty status, such as meeting the recovering the body of the military member, making funeral arrangements, and attending funeral services.
- (h) **Parental Care:** For purposes of leave for parental care listed in (i) through (iv), below, the parent of the military member must be incapable of self-care and must be the military member's biological, adoptive, step, or foster father or mother, or any other individual who stood *in loco parentis* to the military member when the member was under eighteen (18) years of age.

A parent who is incapable of self-care means the parent requires active assistance or supervision to provide daily self-care in three (3) or more of the activities of daily living or instrumental activities of daily living.

The purposes of leave for parental care are:

- (i) To arrange for alternative care for a parent of the military member when the parent is incapable of self-care and the covered active duty or call to covered active duty status of the military member necessitates a change in the existing care arrangement for the parent;
- (ii) To provide care for a parent of the military member on an urgent, immediate need basis (but not on a routine, regular, or everyday basis) when the parent is incapable of self-care and the need to

provide such care arises from the covered active duty or call to covered active duty status of the military member;

- (iii) To admit to or to transfer to a care facility a parent of the military member when admittance or transfer is necessitated by the covered active duty or call to covered active duty status of the military member; and,
- (iv) To attend meetings with staff at a care facility, such as meetings with hospice or social service providers for a parent of the military member, when such meetings are necessary due to circumstances arising from the covered active duty or call to covered active duty status of the military member but not for routine or regular meetings.

**Additional Activities:** To address other events which arise out of the military member's covered active duty or call to covered active duty status provided that the Agency and the employee agree that such leave shall qualify as an exigency, and agree to both the timing and duration of the leave.

### **FMLA Leave for a Covered Service Member with a Serious Injury or Illness (“Military Caregiver Leave”)**

An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member is entitled to a total of twenty-six (26) workweeks of leave during a twelve (12) calendar month period to care for the service member. This leave is available only during a single twelve (12) calendar month period beginning on the first day the employee takes FMLA leave for this purpose and ends twelve (12) months after that date. If the employee does not take all of his or her twenty-six (26) workweeks of leave entitlement to care for a covered service member during this single twelve (12) month period, the remaining part of his or her twenty-six (26) workweeks of leave to care for the covered service member is forfeited. The leave is unpaid except to the extent the employee is required to use PTO benefits. An employee requesting FMLA leave to care for a covered service member is required to submit a certification of the covered service member's serious injury or illness.

### **Intermittent or Reduced Leave Schedule**

FMLA leave may be taken intermittently or on a reduced leave schedule under certain circumstances. Intermittent and a reduced leave schedule may be taken in increments of one (1) hour.

For intermittent leave or a reduced leave schedule because of one's own serious health condition, to care for a spouse, parent, son, or daughter with a serious health condition, or to care for a covered service member with a serious injury or illness, there must be a medical need for the leave and it must be that such medical need can be best accommodated through an intermittent or a reduce leave schedule.

Leave may be taken intermittently or on a reduced leave schedule when medically necessary for planned and/or unanticipated medical treatment of a serious health condition or of a covered service member's serious injury or illness. It also may be taken to provide care or psychological comfort to a covered

family member with a serious health condition or a covered service member with a serious injury or illness.

Unless the leave is due to the serious health condition of the mother or of the child, eligible employees are not entitled to intermittent or reduced schedule leave after the birth of a healthy child or placement of a healthy child for adoption or foster care, except at the sole discretion of the Agency.

Leave due to a qualifying exigency may be taken on an intermittent or a reduce leave schedule basis.

When leave is needed intermittently or on a reduced leave schedule for planned medical treatment, then the employee must make a reasonable effort to schedule the treatment so as not to disrupt the Agency's operations.

An eligible employee requesting intermittent leave or a reduce leave schedule that is foreseeable due to a planned medical treatment may be transferred temporarily by the Agency to an available alternate position for which the employee is qualified, which has equivalent pay and benefits, and which better accommodates the recurring periods of leave than does the employee's regular position.

If the Agency agrees to permit intermittent or a reduced leave schedule for the birth of a child or the placement of a child for adoption or foster care, the employee may be transferred temporarily by the Agency to an available alternate position for which the employee is qualified, which has equivalent pay and benefits, and which better accommodates the recurring periods of leave than the employee's regular position.

## **Employee Notifications to the Agency**

### **Employee's Notice to the Agency for Foreseeable FMLA Leave**

An employee must provide the Agency with thirty (30) days advance notice before FMLA leave is to begin if the need for the leave is foreseeable based on an expected birth, placement for adoption or foster care, planned medical treatment for a serious health condition of the employee or of a family member, or planned medical treatment for a serious injury or illness of a covered service member. If thirty (30) days notice is not practicable, then the employee must give as much notice as practical. If an employee is required to give thirty (30) days notice of foreseeable leave and does not do so, the employee must explain the reasons why such notice was not practicable when asked by Human Resources to do so.

For foreseeable leave due to a qualifying exigency, notice must be provided as soon as practical, regardless of how far in advance such leave is foreseeable.

The notice should be given to Human Resources. The employee must consult with the employee's Supervisor and make a reasonable effort to schedule medical treatments so as to not unduly disrupt the operations of the Agency.

An employee who fails to give the requisite notice may be delayed in receiving authorization for the

leave.

The notice to the Agency should provide sufficient information for the Agency to reasonably determine whether the FMLA may apply to the leave request. Failure to respond to reasonable Agency inquiries regarding the leave request may result in denial of FMLA protection if the Agency is unable to determine whether the leave is FMLA qualifying.

### **Employee's Notice to the Agency for Unforeseeable FMLA Leave**

When the approximate timing of the need for leave is not foreseeable, an employee must provide notice to the employer as soon as practicable under the facts and circumstances of the particular case. Notice may be given by the employee's spokesperson (e.g., spouse, adult family member, other responsible party) if the employee is unable to do so personally.

The notice to the Agency should provide sufficient information for the Agency to reasonably determine whether the FMLA may apply to the leave request. Failure to respond to reasonable Agency inquiries regarding the leave request may result in denial of FMLA protection if the Agency is unable to determine whether the leave is FMLA qualifying.

### **Employee Failure to Provide Notice**

**Foreseeable Leave - 30 days.** When the need for FMLA leave is foreseeable at least thirty (30) days in advance and an employee fails to give timely advance notice with no reasonable excuse, the Agency may delay FMLA coverage until thirty (30) days after the date the employee provides the notice. Provided, however, this will occur only if the need for the leave and the approximate date leave would be taken must have been clearly foreseeable to the employee thirty (30) days in advance of the leave.

**Foreseeable Leave - Less than Thirty (30) Days.** When the need for FMLA leave is foreseeable fewer than 30 days in advance and the employee fails to give notice as soon as practicable under the particular facts and circumstances, the extent to which the Agency may delay FMLA coverage depends on the facts of the particular case. For example, if an employee reasonably should have given the Agency one week notice, but, instead, provided only one week notice, then the Agency may delay FMLA leave for one week.

**Unforeseeable Leave.** When the need for FMLA leave is unforeseeable and an employee fails to give notice as required by this policy, the extent to which the Agency may delay FMLA coverage depends on the facts of the particular case. For example, if it would have been practicable for an employee to have given the Agency notice of the need for leave very soon after the need arises consistent with the Agency's policy, but, instead, the employee provided notice two days after the leave began, then the Agency may delay FMLA coverage of the leave by two days.

### **Employee's Duty to Inform the Agency of Status during FMLA Leave**

An employee on FMLA leave pursuant to this policy must contact Human Resources at such reasonable intervals determined by Human Resources to report concerning the employee's status and intent to

return to work. A statement of intent to return to work must be submitted to Human Resources no more than fourteen (14) calendar days before the anticipated return date.

## **Agency Notifications to Employee**

### **Eligibility and Rights and Responsibilities Notice**

Absent extenuating circumstances, the Agency will notify an employee in writing if he or she is eligible for FMLA leave within five (5) business days after: (a) receiving the employee's request or notice for such leave; or, (b) when the Agency has knowledge that the employee's leave may be for an FMLA-qualifying reason. The Agency also will provide to the employee written notice detailing the specific expectations and obligations of the employee and explaining the consequences of a failure to meet these obligations.

### **Designation Notice**

Absent extenuating circumstances, within five (5) business days after the Agency has enough information to determine whether the leave is being taken for FMLA-qualifying reasons (*e.g.*, after receiving a certification), the Agency will give written notice to the employee whether the leave will be designated and will be counted as FMLA leave.

## **Certifications**

### **Certification of Need for Leave**

An employee should furnish certification of the need for requested FMLA leave at the time the employee gives the Agency notice of the need for the leave or within five business days thereafter, or, in the case of unforeseen leave, within five business days after the leave commences. An employee must provide a requested certification within 15 calendar days after the Agency request for certification unless it is not practical to do so under the circumstances despite the employee's diligent, good faith efforts to do so or the Agency provides more than 15 calendar days to return the requested certification.

### **Medical Certification for Employee's Own Serious Health Condition**

The employee requesting FMLA leave must provide the Agency with a medical certification of his or her own serious health condition within the time period stated in "Certification of Need for Leave," above. The certification shall be on the Agency form for this purpose which must be sufficient and fully completed by the health care provider to be acceptable. Failure to return this fully completed, sufficient certification in a timely manner may result in the employee being precluded from taking FMLA leave.

### **Medical Certification to Care for a Family Member's Serious Health Condition**

The employee requesting FMLA leave to care for a family member must provide the Agency with a medical certification of the family member's serious health condition within the time period stated in "Certification of Need for Leave," above. The certification shall be on the Agency form for this purpose which must be sufficient and fully completed by the health care provider to be acceptable. Failure to return this fully completed, sufficient certification in a timely manner may result in the employee being



precluded from taking FMLA leave.

### **Additional Opinions Concerning Serious Health Condition**

The Agency may require a second medical certification of the employee's or the employee's family member's serious health condition in circumstances where the Agency has reason to question the validity of a medical certification. The Agency will designate the health care provider who will furnish the second certification opinion and will pay the costs of the certification.

In the event the second certification opinion conflicts with the original certification submitted by the employee, the Agency may require certification of the serious health condition by a third health care provider approved jointly by the employee and the Agency. The Agency will pay the cost for the third certification, which will be binding on both parties and finally resolve the issue of the need for leave.

### **Recertification of Serious Health Conditions**

With certain exceptions, the Agency will request a recertification of serious health condition only in connection with an absence by the employee and no more often than every thirty (30) days.

The exceptions are:

- (a) If the medical certification indicates that the minimum duration of the condition is more than thirty (30) days, the Agency will wait until that minimum duration expires before requesting a recertification of medical condition unless (b) or (c) below applies; provided, however, in all cases, the Agency may request a recertification of medical condition every six (6) months.

The Agency may request recertification of medical condition in less than (30) days if:

- (i) The employee requests an extension of time
- (ii) Circumstance described by the previous certification have changed; or,
- (iii) The Agency receives information that casts doubt upon the employee's stated reason for the absence or the continuing validity of the absence.

The employee must provide the recertification to the Agency within the time period stated in "Certification of Need for Leave," above.

Any recertification requested by the Agency will be at the employee's expense. No second or third opinion of a recertification will be required.

### **Certification of Qualifying Exigency**

The employee requesting FMLA leave because of a qualifying exigency arising out of the covered active duty or call to covered active duty status of a military member must provide to the Agency a copy of the military member's active duty orders or other documentation issued by the military which indicates that

the military member is on covered active duty or call to covered active duty status and the dates of the military member's covered active duty service. This information will be required to be provided to the Agency only once for the same covered active duty or call to covered active duty status. This certification must be provided to the Agency within the time period stated in "Certification of Need for Leave," above. The certification shall be on the Agency form for this purpose which must be sufficient and fully completed by the health care provider to be acceptable. Failure to return this fully completed, sufficient certification in a timely manner may result in the employee being precluded from taking FMLA leave.

### **Certification to Care for a Covered Service Member**

An employee requesting FMLA leave to care for a covered service member with a serious injury or illness must provide the Agency with a certification of the covered service member's serious injury or illness within the time period stated in "Certification of Need for Leave," above. The certification shall be on the Agency form for this purpose which must be sufficient and fully completed by the health care provider to be acceptable. Failure to return this fully completed, sufficient certification in a timely manner may result in the employee being precluded from taking FMLA leave.

As provided in FMLA regulations, the Agency will accept an "invitational travel order" (ITO) or "invitational travel authorization (ITA) issued to the employee to join the injured covered service member in lieu of the Agency form for certification for the period covered by the ITO or ITA.

### **Maximum Aggregate Leave Available; Transitional Duty Work**

#### **Maximum Aggregate Leave Available**

**General.** Except for leave taken to care for a covered service member's serious injury or illness, an eligible employee's leave entitlement is to twelve (12) workweeks of aggregate paid or unpaid FMLA leave during any 12 month period for any one or more of the following reasons:

- (a) The birth of the employee's son or daughter, and to care for the newborn child;
- (b) The placement with the employee of a son or daughter for adoption or foster care, and to care for the newly placed child;
- (c) To care for the employee's spouse, son, daughter, or parent with a serious health condition;
- (d) Because of the serious health condition of the employee;
- (e) Because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a military member on covered active duty status (or has been notified of an impending call or order to covered active duty);

Except as stated below, the leave year within which an eligible employee may take his or her twelve (12) weeks of FMLA leave will be calculated as a "rolling" twelve (12) month period measured backward from the date an employee uses this leave.

**Birth, Adoption, or Foster Placement.** In the case of leave taken for the birth, adoption, or foster placement of a new son or daughter, spouses employed by the Agency will be limited to an aggregate total leave for both employees of twelve (12) workweeks during twelve (12) calendar months following the birth, adoption or foster placement.

**Care for Sick Parent.** In cases of leave taken to care for a sick parent with a serious health condition, spouses employed by the Agency will be limited to an aggregate total leave of twelve (12) workweeks in a twelve (12) month period.

**Covered Service Member's Serious Injury or Illness.** In the case of leave taken to care for a covered service member's serious injury or illness, spouses employed by the Agency will be limited to an aggregate total leave of twenty-six (26) workweeks of leave in a single twelve (12) calendar month period. For this purpose, the "single twelve (12) calendar month period" begins on the first day the eligible employee takes FMLA leave to care for a covered service member and ends months after that date. If an eligible employee does not take all of his or her 26 workweeks of leave entitlement to care for a covered service member during this single 12-month period, the remaining part of his or her 26 workweeks of leave entitlement to care for the covered service member is forfeited.

Leave entitlement to care for a covered service member with a serious illness or injury is applied on a per-covered service member, per-injury basis such that an eligible employee may be entitled to take more than one period of 26 workweeks of leave if the leave is to care for different covered service members or to care for the same service member with a subsequent serious injury or illness. Provided, however, no more than 26 workweeks of leave may be taken within any single 12-month period. An eligible employee may take more than one period of 26 workweeks of leave to care for a covered service member with more than one serious injury or illness only when the serious injury or illness is a subsequent serious injury or illness. When an eligible employee takes leave to care for more than one covered service member or for a subsequent illness of the same covered service member, and the single 12-month periods corresponding to the different military caregiver leave entitlements overlap, the employee is limited to taking no more than 26 workweeks of leave in each single 12-month period.

An eligible employee is entitled to a combined total of 26 workweeks of leave for any FMLA qualifying reason during the single 12-month period described above, provided that the employee is entitled to no more than twelve (12) workweeks of leave for one or more of the following: (a) because of the birth of a son or daughter of the employee and in order to care for such son or daughter; (b) because of the placement of a son or daughter with the employee for adoption or foster care; (c) in order to care for the spouse, son, daughter, or parent with a serious health condition; (d) because of the employee's own serious health condition; or, (e) because of a qualifying exigency. For example, an eligible employee may, during the single 12-month period, take 16 workweeks of FMLA leave to care for a covered service member and 10 workweeks of FMLA leave to care for a newborn child. However, the employee may not take more than twelve (12) workweeks of FMLA leave to care for a newborn child during the single 12-month period, even if the employee takes fewer than 14 workweeks of FMLA to care for a covered service member.

### **Transitional Duty Work**

Time spent by an employee performing transitional duty work does not count against the employee's FMLA leave entitlement. If an employee is voluntarily performing transitional duty work, the employee is not on FMLA leave.

### **Use of PTO Benefits**

Employees who are granted FMLA leave are required to exhaust their available but unused PTO benefits, if any, prior to commencement of unpaid leave. Use and exhaustion of PTO benefits will be in accord with the provisions of this Handbook. Any amount of those benefits used pursuant to this Section shall apply toward the aggregate benefit of twelve (12) workweeks (or twenty-six (26) workweeks) of leave in a twelve (12) calendar month period. The employee may choose the order in which he or she will use PTO benefits.

### **Maintenance of Health Insurance by the Agency**

#### **General**

If at the time FMLA commences, an employee participates in the health insurance benefit offered by the Agency, the Agency will maintain its responsibility for such health insurance coverage for the employee, including payment of cost of such coverage at the same level and under the same conditions that coverage would have been provided if the employee had continued his or her regular employment with the Agency. In addition, if at the time leave commences, an employee participates in the dental insurance coverage offered by the Agency, the Agency will maintain its responsibility for such dental insurance coverage for the employee, including payment of cost of such coverage at the same level and under the same conditions that coverage would have been provided if the employee had continued his or her regular employment with the Agency.

#### **Employee Contribution for Health and/or Dental Insurance**

Any contribution regularly paid by the employee for health and/or dental insurance benefits remains the employee's responsibility while on unpaid FMLA leave. The employee shall submit payment of his or her contribution to the Agency pursuant to the Agency's policies for employees on leave.

#### **Employees Not Participating in the Agency's Health and/or Dental Insurance**

The Agency shall not be responsible for any contribution to maintain health and/or dental insurance benefits for employees who do not participate in that benefit under the Agency's health or dental insurance at the time the request is made for FMLA leave pursuant to this policy. Provided, however, if the employee becomes eligible for participation in the Agency's health and/or dental insurance benefits during the period of FMLA leave, the Agency will offer the employee the opportunity to participate in the health and/or dental insurance benefits and shall maintain the benefits at the regular contribution rate for the remainder of the FMLA leave period.

**New Plan or Benefits or Changes of Plan or Benefits**

If the Agency provides a new health plan or benefits or changes health benefits or plans while an employee is on FMLA leave, the employee is entitled to the new or changed plan/benefits to the same extent as if the employee were not on leave. Notice of any opportunity to change plans or benefits also must be given to an employee on FMLA leave.

**Coverage Offered Through Section 125 Plan**

If at the time FMLA leave commences, an employee purchased health and/or dental insurance with all or a portion of the pre-tax dollars supplied under the Agency's Section 125 Plan, the Agency shall maintain such coverage, including the cost of such coverage, at the same level and under the same conditions that coverage could have been purchased by the employee had the employee continued his or her regular employment with the Agency.

**PTO Accrual during Leave; Other Benefits**

Eligible employees who use PTO benefits for their normal and customary scheduled hours during family or medical leave will continue to accrue PTO time at their usual rate. Employees should consult Human Resources for information concerning continuation of all other employee benefits.

**Return to Work; Restoration to Position; Certification of Fitness**

An employee who is granted FMLA leave is expected to return to active employment upon the expiration of the approved amount of FMLA leave.

**Restoration to Position**

Upon an employee's return from the approved amount of FMLA leave under this policy, he or she will be restored to his or her job position as formerly held or a position the employee held when the leave commenced or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. Provided, however, an employee has no greater right to reinstatement or to other benefits and condition of employments than if the employee had been continuously employed during the FMLA leave period.

**Key Employee Exception**

If the Agency makes a good faith determination that its operations will suffer substantial and grievous economic injury if it has to reinstate a "key employee" (an employee who is salaried and among the highest paid ten percent (10%) of the Agency's employees within seventy-five (75) miles of an Agency facility) at the conclusion of his or her FMLA leave, the Agency will notify the employee in writing of his or her status as a "key employee" at the time the employee gives notice of the need for FMLA leave (or when FMLA leave commences, if earlier). The Agency will further provide in its notice denying reinstatement an explanation for the basis of its determination and a reasonable opportunity for the key employee to return to work so as to avoid termination of employment. In the event the key employee

does not return to work within the time permitted by the Agency, the employee nevertheless remains entitled to the continued health care benefits, if any, through the term of his or her FMLA leave.

### **Certification of Fitness to Return**

In the event that the employee's need for FMLA leave was occasioned by the employee's own serious health condition that made the employee unable to perform the employee's job, restoration to an employee's former position is conditioned upon the employee obtaining and presenting to the Agency a certification from the employee's health care provider that the employee is able to resume work with or without reasonable accommodation.

Such a certification will not be required if the employee's absence was taken on an intermittent or reduced leave schedule. Provided however, the Agency may require such a certification for such absences up to once every thirty (30) days if reasonable safety concerns exist regarding the employee's ability to perform his or her duties based on the serious health condition for which the employee took the leave.

The Agency may delay restoration until a required certification is provided. Unless the employee provides either the fitness-for-duty certification or a new medical certification for a serious health condition at the time FMLA leave is concluded, the employee may be terminated.

### **Transitional Duty Exception**

An employee on leave pursuant to the FMLA policy due to work-related injury or illness may be offered the opportunity to return to a paid position in transitional duty, if available according to the Agency's Transitional Duty Policy (see, Page 64 of this Handbook). Transitional duty may include a job modification and/or reduced hour schedule or a temporary reassignment to a position comporting with the employee's physical abilities. An employee who chooses to return to work in "transitional duty" following a work related injury does not relinquish his or her right to restoration of his or her former position upon complete recovery from his or her injury or serious health condition. Rather, an employee will be eligible for complete restoration upon certification by a health care provider of his or her fitness to return to the former position.

### **Other Employees**

Employees who are not eligible for FMLA leave may be eligible to participate in the Agency's unpaid workers' compensation leave of absence or unpaid medical leave of absence.

### **Interpretation of this Policy**

The Agency's intent is to comply with the requirements of the federal Family and Medical Leave Act of 1993 (the FMLA), its regulations and other federal and state laws impacted by this FMLA policy, as any or all of them may be amended from time to time. In all instances, the provisions of this FMLA policy shall be interpreted and construed to be consistent with the requirements of the FMLA, its regulations, and all applicable laws. In the event of any conflict between this FMLA policy and the FMLA, its

regulations, or the other applicable law shall control. This FMLA policy does not repeat all of the provision of the FMLA, its regulations, and all other applicable laws, and, consequently, provision of the FMLA, its regulations and any applicable law shall apply even though not set forth in this FMLA policy.

### **Non-Discrimination and Non-Retaliation Policy Statement**

Under no circumstances will the Agency interfere with, restrain or deny an employee's exercise of any right provided under this FMLA leave policy. The Agency will not discharge or discriminate against any employee for opposing any practice made unlawful by the FMLA. Nor will it discharge or discriminate against any employee for his or her involvement in any proceeding under or relating to the FMLA.

## **Workers' Compensation Leave of Absence (Non-FMLA)**

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### **Workers' Compensation Leave of Absence**

Any nonexempt employee who is not eligible for FMLA leave of absence (see, page 39 of this handbook) and who is temporarily disabled and unable to work due to a condition covered by the Workers' Compensation law, or similar program, shall automatically be on a Workers' Compensation leave of absence for the period of his or her disability, beginning the first (1st) day of absence, up to a maximum of ninety (90) calendar days. Typically, the first 7 (seven) days of Workers' Compensation leave is unpaid. Thereafter, the employee may be entitled to compensation under the Workers' Compensation law, or similar program, for the remainder of the absence.

Each separate time a nonexempt employee who is not eligible for FMLA leave of absence (see, page 39 of this handbook) is temporarily disabled and unable to work due to a condition covered by the Workers' Compensation Law, or similar program, he or she shall automatically be on a Workers' Compensation leave of absence; provided, however, all such Workers' Compensation leaves of absence are added together and count toward the ninety (90) calendar day maximum, unless: (a) the reasons for the Workers' Compensation leaves of absence are not medically related and the employee had resumed his or her regular schedule of active employment for at least thirty (30) consecutive calendar days between the leaves; or, (b) the reason for the later Workers' Compensation leave of absence is medically related to the earlier one and starts at least six (6) calendar months after the end of the earlier one.

### **Return to Work**

An employee returning to work from a Workers' Compensation leave of absence must have a physician's written statement confirming that, in the physician's opinion, the employee is able to perform the duties of

his or her job title without posing a "direct threat" to the health or safety of himself/herself or of others or that any "direct threat" which may exist can be eliminated or reduced below the level of "direct threat" by reasonable accommodation which does not constitute an undue hardship to the Agency. The determination of whether or not an employee can so return to work is the responsibility of Human Resources. The Agency reserves the right, in any instance, to delay or prevent an employee returning to work whenever the Agency determines it is necessary to protect clients, fellow employees, or visitors. The Agency may require an employee to be examined by a physician of the Agency's selection to assist the Agency in making this determination. The cost of such an examination, when required by the Agency, will be paid by the Agency, if not covered by insurance. If the employee is not permitted to return to work by the Agency, the additional time off will continue to be considered as Workers' Compensation leave of absence and count toward the calendar day maximum.

An employee on Workers' Compensation leave of absence [non-FMLA] is not guaranteed that the employee's former position will be held open and be available to the employee upon expiration of the leave. If the employee's position is filled while he or she is on leave, the employee will be placed in the first comparable position that becomes available with the Agency within thirty (30) calendar days after the end of the leave. For this purpose, "comparable position" means a position of the same job title with the same days of work per workweek. If the employee cannot be placed in a comparable position within that calendar day period or if the employee refuses to accept such a comparable position, termination of employment may result.

#### **Expiration of Leave. Failure to Return**

An employee who is on Workers' Compensation leave of absence is expected to return to active employment upon expiration of the leave of absence. If the employee does not so return for work at the end of leave, his or her employment is terminated.

#### **Inability to Return Without Restrictions**

Upon expiration of the ninety (90) calendar days maximum length of Workers' Compensation leave of absence, if the employee is still unable to return to work without posing a "direct threat" to the health or safety of himself/herself or of others that cannot be eliminated or reduced below the level of a "direct threat" by reasonable accommodation that does not constitute an undue hardship to the Agency, his or her employment may be terminated.



# Unpaid Other Medical Leave of Absence (Non-FMLA)

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## Unpaid Other Medical Leave of Absence

An employee who is not eligible for FMLA leave (*see*, page 39 of this handbook) and who is temporarily disabled and unable to work due to his or her own bona fide medical condition, which is not compensable under the Workers' Compensation law, or similar program, upon request, may be granted a leave of absence without pay for the period of his or her disability up to a maximum of forty-five (45) consecutive calendar days in any twelve (12) month period. The term "medical condition" means all temporary medical disabilities, including illness, injury, pregnancy-related medical conditions, childbirth and other such related conditions.

## Use of PTO Benefits

Employees who are granted an unpaid other medical leave of absence are required to use their available but unused PTO benefits, if any, prior to the unpaid other medical leave of absence beginning. Any amount of PTO benefits so used shall go toward the forty-five (45) consecutive calendar day maximum.

## Request for Unpaid Other Medical Leave of Absence; Physician's Certificate

An employee who requires an unpaid medical leave of absence that does not qualify as FMLA leave for a condition not compensable by the Workers' Compensation law, or similar program, must notify Human Resources of his or her need for the leave as far in advance of the proposed beginning date of the leave as possible, but not later than 4 hours before the beginning of his or her shift on the workday on which the absence begins. The notice must be in writing and state: (1) the medical condition requiring the leave; (2) the date the employee desires the leave to begin; and (3) the length of the leave requested. The notice must be accompanied by a physician's certificate substantiating the medical condition and the need for the leave requested. A "physician" means a person licensed to practice medicine or surgery in the state in which the physician practices. The leave must be approved in writing by Human Resources. Absence without such approval is unauthorized and may result in disciplinary action up to and including discharge.

## Return to Work

An employee returning to work from an unpaid other medical leave of absence must have a physician's written statement confirming that, in the physician's opinion, the employee is able to perform the duties of his or her job title without posing a "direct threat" to the health or safety of himself/herself or of others or that any "direct threat" which may exist can be eliminated or reduced below the level of "direct threat" by reasonable accommodation which does not constitute an undue hardship to the Agency. The

determination of whether or not an employee can do so is the responsibility of Human Resources. The Agency reserves the right, in any instance, to delay or prevent an employee returning to work whenever the Agency determines it is necessary to protect clients, fellow employees, or visitors. The Agency may require an employee to be examined by a physician of the Agency's selection to assist the Agency in making this determination. The cost of such an examination, when required by the Agency, will be paid by the Agency, if not covered by insurance. If the employee is not permitted to return to work by the Agency, the additional time off will continue to be considered as unpaid other medical leave of absence and count toward the thirty (30) consecutive calendar day maximum.

If the employee desires to return to work before the approved medical leave of absence ends, he or she must contact Human Resources to determine if such a change is acceptable.

An employee on unpaid other medical leave of absence is not guaranteed that the employee's former position will be held open and be available to the employee upon expiration of the leave. If the employee's position is filled while he or she is on leave, the employee will be placed in the first comparable position which comes available at the Agency within thirty (30) consecutive calendar days after the end of the leave. For this purpose, "comparable position" means a position of the same employment status and job title with the same number of scheduled hours of work per workweek, but the shift may vary. If the employee cannot be placed in a comparable position within that thirty (30) consecutive calendar day period or if the employee refuses to accept such a comparable position, termination of employment will result.

### **Expiration of Leave**

### **Failure to Return**

An employee who is granted unpaid other medical leave of absence is expected to return to active employment upon expiration of the approved medical leave of absence. If the employee does not so return for work at the end of the leave, his or her employment may be terminated.

### **Inability to Return Without Restrictions**

Upon expiration of the forty-five (45) consecutive calendar day maximum length of unpaid other medical leave of absence, if the employee is still unable to return to work without posing a "direct threat" to the health or safety of himself/herself or of others that cannot be eliminated or reduced below the level of a "direct threat" by reasonable accommodation that does not constitute an undue hardship to the Agency, his or her employment may be terminated.

# Transitional Duty

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## Generally; Policy

It is the policy of the Agency to offer an employee who is injured in a work related incident covered by Workers' Compensation or similar program or who by law qualifies for temporary reasonable accommodation an opportunity to return to a paid position at the same rate of compensation commensurate with his or her ability under this transitional duty program. The transitional duty program contributes to the prompt safe return of employees to their regular positions by accommodating work limitations in job modification, modified work schedules or temporary reassignment. The Agency's transitional duty policy is designed to improve the employee's morale and recovery time enabling an employee who is unable to perform his or her regular work assignment with reasonable accommodation to return to another position at the same rate of compensation as their former position. An employee's failure to accept and perform transitional duty may result in the denial of Workers' Compensation lost time payments.

## Procedure

Based upon a medical evaluation or certification by a health care provider, an employee who has suffered a work-related injury or illness or who has a temporary work restriction and qualifies for temporary reasonable accommodation, will be evaluated by the Supervisor to determine if transitional duty is available. If the Supervisor determines based upon the medical certification that the employee is capable of returning to work in another position or in a reduced hour capacity, the employee will be offered the opportunity to return to work in the "transitional duty" job at his or her regular rate of pay. If the employee is returned to work in a modified capacity, there must be certification from a health care provider of the type, nature, and duration of any work restrictions to properly accommodate the employee's needs. For this purpose, "health care provider" means a person licensed to practice medicine or surgery in the state in which the physician practices.

## Types of Transitional Duty

Transitional duty may be available in the following manners:

### Job Modification

A new transitional duty position may be temporarily established that has differences from the employee's regular work assignment that are designed to fit any restrictions imposed by the employee's health care provider. The Agency can only offer Job Modification to a limited number of qualified employees at one time based on light-duty work availability within the Agency. The Agency will treat qualified employees for job modification equally on a first-come, first-served basis.

### **Modified Work Schedule**

A new transitional duty position may be temporarily established with less work hours to permit an employee to perform his or her duties within his or her current physical tolerance level. The work hours may be gradually increased in anticipation of return to the pre-injury or pre-illness scheduled hours. Any reduction in hours worked under the modified work schedule may be charged to Family and Medical Leave. The Agency can only offer modified work schedules to a limited number of qualified employees at one time based on modified work availability within the Agency. The Agency will treat qualified employees for modified work schedules equally on a first-come, first-served basis.

### **Temporary Reassignment**

A temporary reassignment to a more appropriate position may be made to accommodate an employee's current physical abilities. The Agency can only offer temporary reassignment to a limited number of qualified employees at one time based on temporary reassignment availability within the Agency. The Agency will treat qualified employees for temporary reassignment equally on a first-come, first-served basis.

### **Duration of Transitional Duty**

An employee's placement in transitional duty will be evaluated every seven (7) days by Human Resources to determine if the employee may return to his or her regular position or if the transitional duty should be continued. Transitional duty assignments are intended to be temporary and are designed to return the employee to his or her original position. If an employee is unable to return to his or her original position after an appropriate time in transitional duty, the employee may be considered for other vacated positions. Reasonable accommodation will be considered in any placement unless such accommodation causes undue hardship to the Agency.

## **Funeral Leave of Absence**

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### **Unpaid Funeral Leave of Absence**

The Agency provides unpaid funeral leave of absence for all nonexempt employees.

In the event of the death of a member of the employee's immediate family, the employee will be permitted to be absent from work without pay for up to a total of twenty-four (24) hours on up to three (3) consecutive work days during the period beginning on the date of death through and including the day after the funeral. For this purposes, the employee's immediate family means the employee's current spouse or the son, step-son, daughter, step-daughter, father, step-father, mother, step-mother, father-in-law, mother-in-law, brother, sister, grandparent, or grandchild of the employee or of the employee's

current spouse. In all cases, an employee's immediate family means only current relatives - not relatives from a prior marriage.

Funeral leave is granted only when the employee is required to be absent from work to attend the funeral or to take care of personal business related to the death or the funeral. If the employee is not required to be absent from work for either of these reasons, the employee is not entitled to funeral leave.

### **Notification**

To be eligible to receive unpaid funeral leave, an employee who will be absent due to the death of a relative stated above, must notify his or her Supervisor as soon as possible of the employee's need for the leave, but not later than 4 hours before the beginning of his or her shift on the workday on which the absence begins.

### **Additional Absence**

If a nonexempt field staff employee desires additional absence or an absence in connection with the death of a person who is not a member of his or her immediate family, as defined above, the employee may request to use his or her available but unused PTO benefits, if any, or to receive unpaid special leave of absence (see, "Unpaid Special Leave of Absence" on page 72 of this handbook). Such a request must be submitted to the Supervisor who will determine whether or not the PTO benefits or unpaid special leave of absence can be approved given the needs of the operations of the Agency.

## **Jury Duty Leave of Absence**

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### **Unpaid Jury Duty Leave of Absence**

Whenever any employee is required to be absent from work due to being called for jury duty, the employee will be considered to be on an unpaid jury duty leave of absence.

Such absences are restricted to absences on scheduled workdays. Therefore, the employee may be required to work on days when he or she is not required to be serving on jury duty.

The Agency considers it a civic duty for employees to perform jury duty service if called. Therefore, the Agency will not provide excuses for employees to be relieved of jury duty because of their work unless their absence from work would vitally affect client care or the operation of the Agency.

## **Use of PTO Benefits**

Employees who are on unpaid jury duty leave of absence may, but are not required to, use their available but unused PTO benefits, if any, for the period of the absence.

## **Notification**

An employee who will be absent from work due to jury duty must notify the Supervisor of the need for the absence as soon as possible, but not later than 4 hours before the beginning of his or her shift on the workday on which the absence begins. The employee will be required to present proof of the jury duty summons and of the days he or she was actually performing jury service.

## **Return to Work**

An employee absent from work due to jury duty is expected to return to work on his or her first regularly scheduled workday after the day his or her jury duty obligation ends. The employee must keep the Supervisor informed as to the date the employee expects to be able to return to work.

## **Failure to Return To Work**

If an employee does not return to work on his or her first regularly scheduled workday after the day his or her jury duty ends, he or she is subject to disciplinary action up to and including discharge.

# **Subpoenaed Witness Leave of Absence**

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## **Subpoenaed Witness Leave of Absence**

Whenever any employee is required to be absent from work due to being subpoenaed as a witness before a court, grand jury, commission, regulatory agency, or other public body with the legal power to issue subpoenas, the employee will be considered to be on an unpaid subpoenaed witness leave of absence. If, however, the reason for the subpoena is due to the employee's services for the Agency and the employee is not a plaintiff in the proceeding, the absence is considered to be working time of the employee rather than subpoenaed witness leave of absence.

Such absences are restricted to absences on scheduled workdays. Therefore, the employee may be required to work on days he or she is not required to be present in court, before the grand jury, etc.

### **Use of PTO Benefits**

Employees who are on unpaid subpoenaed witness leave of absence may, but are not required to, use their available but unused PTO benefits, if any, for the period of the absence.

### **Notification**

An employee who will be absent from work due to being subpoenaed as a witness must notify his or her Supervisor of the need for the absence as soon as possible, but not later than 4 hours before the beginning of his or her shift on the workday on which the absence begins. The employee will be required to present proof of the subpoena and of the days he or she was actually required to serve.

### **Return to Work**

An employee absent from work due to being subpoenaed as a witness is expected to return to work on his or her first regularly scheduled workday after the end of his or her obligation under the subpoena. The employee must keep his or her Supervisor informed as to the time the employee expects to be able to return to work.

### **Failure to Return To Work**

If an employee does not return to work on his or her first regularly scheduled workday after the day his or her obligation under the subpoena ends, he or she is subject to disciplinary action up to and including discharge.

# **Crime Victim & Crime Victim Representative Leave of Absence**

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### **Crime Victim Leave of Absence**

Whenever an employee is a crime victim and the employee is subpoenaed or requested by the prosecuting attorney to attend court for the purpose of giving testimony, the employee will be considered to be on an unpaid crime victim leave of absence.

For this purpose, "crime" means a violation of penal law of Michigan for which the offender, upon conviction, may be punished by imprisonment for more than one (1) year or an offense expressly designated by law as a felony.

For this purpose, “victim” means any of the following:

- (1) An individual who suffers direct or threatened physical, financial, or emotional hardship as the result of commission of a crime, except as provided in (2), (3) or (4), below:
- (2) The following individuals, other than the defendant, if the victim is deceased:
  - (i) The spouse of the deceased victim;
  - (ii) A child of the deceased victim if the child is eighteen (18) years of age or older and (a)(i), above, does not apply.
  - (iii) A parent of a deceased victim if (a)(i) and (a)(ii), above, do not apply;
  - (iv) The guardian or custodian of a child of the deceased victim if (a)(i) to (a)(iii) do not apply;
  - (v) A sibling of the deceased victim if (a)(i) to (a)(iv) do not apply;
  - (vi) A grandparent of the deceased victim if (a)(i) to (a)(v) do not apply.
- (3) A parent, guardian, or custodian of a victim who is less than eighteen (18) years of age and who is neither the defendant nor incarcerated, if the parent, guardian or custodian so chooses.
- (4) A parent, guardian, or custodian of a victim who is mentally or emotionally unable to participate in the legal process if he or she is neither the defendant or incarcerated.

Such absences are restricted to absences on scheduled workdays. Therefore, the employee may be required to work on days he or she is not in court for the purposes stated.

### **Crime Victim Representative Leave of Absence**

Whenever an employee is a crime victim representative and attends or desires to attend court to be present during the testimony of the victim, the employee will be considered to be on a crime victim representative leave of absence.

For this purpose, “crime victim representative” means any of the following:

- (1) A guardian or custodian of a child of a deceased victim if the child is less than eighteen (18) years of age;



- (2) A parent, guardian, or custodian of a victim of an assaultive crime if the victim of the assaultive crime is less than eighteen (18) years of age;
- (3) If the victim is physically or emotionally unable to exercise the privileges and rights of a victim, the person designated by the victim under Michigan law to act in the victim's place while the physical or emotional disability continues. Under Michigan law, the designee must be the victim's spouse, child eighteen (18) years of age or older, parent, sibling, grandparent, or any other person eighteen (18) years of age or older who is neither the defendant nor incarcerated.

Such absences are restricted to absences on scheduled workdays. Therefore, the employee may be required to work on days he or she is not in court for the purposes stated.

### **Use of PTO Benefits**

Employees who are on unpaid crime victim leave of absence or a crime victim representative leave of absence may, but are not required to, use their available but unused PTO benefits, if any, for all or a portion of the absence.

### **Notification**

An employee who will be absent from work due to being a crime victim or crime victim representative must notify his or her Supervisor of the need for the absence as soon as possible, but not later than 4 hours before the beginning of his or her shift on the workday on which the absence begins. The employee may be required to present proof of his or her status as a crime victim or crime victim representative.

### **Return to Work**

An employee absent from work due to being a crime victim or crime victim representative is expected to return to work on his or her first regularly scheduled workday after his or her crime victim or crime victim representative leave of absence ends. The employee must keep his or her Supervisor informed as to the time the employee expects to be able to return to work.

### **Failure to Return to Work**

If an employee does not return to work on his or her regularly scheduled workday after the day his or her crime victim or crime victim representative leave of absence ends, he or she is subject to disciplinary action up to and including discharge.

# Unpaid Educational Leave of Absence

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## Unpaid Educational Leave of Absence

An employee who has at least one (1) year of Agency length of service may be granted an educational leave of absence without pay for a period of time not to exceed one-hundred-eighty (180) calendar days.

### Request for Unpaid Educational Leave of Absence

An employee requesting an unpaid educational leave of absence must do so as far in advance of the proposed beginning date of the leave as possible, but not less than twenty-one (21) calendar days in advance. The request must be submitted in writing to the employee's Supervisor. The written request must state: (1) the employee's reason for the requested unpaid educational leave of absence; (2) the date proposed for the leave to begin; and, (3) the date proposed for the leave to end. Whether or not the leave will be granted is at the discretion of the Supervisor.

### Return to Work

An employee on unpaid educational leave of absence is not guaranteed that the employee's former position will be held open and be available to the employee upon expiration of the leave. If the employee's position is filled while he or she is on leave, the employee will be placed in the first comparable position that becomes available with the Agency within thirty (30) calendar days after the end of the leave. For this purpose, "comparable position" means a position of the same job title and days of work per workweek. If the employee cannot be placed in a comparable position within that thirty (30) calendar day period or if the employee refuses to accept such a comparable position, termination of employment will result.

### Failure to Return to Work

If an employee does not return to work at the end of an approved unpaid educational leave of absence, his or her employment will be terminated.

# Military Leave of Absence

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Unpaid military leave of absence for performance of temporary duty with the United States Armed Forces, a reserve component, the National Guard, or other uniformed service is granted in accordance with applicable law.

A nonexempt employee who will be absent due to military duty should notify his or her Supervisor as far in advance of the leave as possible.

## Unpaid Special Leave of Absence

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### Unpaid Special Leave of Absence

An employee may be granted a special leave of absence without pay for a period of time not to exceed forty-five (45) consecutive calendar days. An extension will be granted at the exception of the Agency. Except as otherwise stated in this handbook, an unpaid special leave of absence will not be granted due to an employee's medical condition, nor will it be granted to extend a FMLA leave of absence.

### Request for Unpaid Special Leave of Absence

An employee requesting an unpaid special leave of absence must do so as far in advance of the proposed beginning date of the leave as possible, but not less than twenty-one (21) calendar days in advance. The request must be submitted in writing to Human Resources. The written request must state: (1) the employee's reason for the requested unpaid special leave of absence; (2) the date proposed for the leave to begin; and, (3) the date proposed for the leave to end. Whether or not the leave will be granted is at the discretion of Human Resources.

### Return to Work

An employee on unpaid special leave of absence is not guaranteed that the employee's former position will be held open and be available to the employee upon expiration of the leave. If the employee's position is filled while he or she is on leave, the employee will be placed in the first comparable position that becomes available with the Agency within thirty (30) consecutive calendar days after the end of the leave. For this purpose, "comparable position" means a position of the same job title and days of work per workweek. If the employee cannot be placed in a comparable position within that thirty (30) calendar day period or if the employee refuses to accept such a comparable position, termination of employment may result.

An employee returning to work following an unpaid special leave who subsequently experiences an injury, illness or other medical condition during this period of absence must be able to perform the duties of his or her job title without posing a "direct threat" to the health or safety of himself/herself or of others or that any "direct threat" which may exist can be eliminated or reduced below the level of "direct threat" by reasonable accommodation which does not constitute an undue hardship to the Agency. The determination of whether or not an employee can do so is the responsibility of Human Resources. The Agency reserves the right, in any instance, to delay or prevent an employee returning to work whenever the Agency determines it is necessary to protect clients, fellow employees, or visitors. The employee

must present a physician's written statement confirming that, in the physician's opinion, the employee is able to perform the duties of his or her job title without posing a "direct threat" to the health or safety of himself/herself or of others or that any "direct threat" which may exist can be eliminated or reduced below the level of "direct threat" by reasonable accommodation which does not constitute an undue hardship to the Agency. The Agency reserves the right to require an employee to be examined by a physician of the Agency's selection to assist the Agency in making this determination. The cost of such an examination, when required by the Agency, will be paid by the Agency, if not covered by insurance. If the employee is not permitted to return to work by the Agency, the additional time off will continue to be considered as unpaid special leave of absence and count toward the thirty (30) consecutive calendar day maximum.

### **Failure to Return to Work**

If an employee does not return to work at the end of an approved unpaid special leave of absence, his or her employment will be terminated.

## **Group Insurances**

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Group Insurances are addressed in Appendix F of this handbook.

## **Other Employee Benefits**

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### **Social Security**

The Agency contributes to social security (FICA) for each employee, according to rates established by the federal government, to provide for retirement funds and other social security benefits.

### **Medicare**

The Agency contributes to the Medicare program for each employee, according to rates established by the federal government, to provide for Medicare benefits.

### **State Unemployment Compensation**

The Agency contributes to the state unemployment compensation program for each employee, according to rates established by the state, to provide for unemployment benefits.

## **Federal Unemployment**

The Agency contributes to the federal unemployment compensation program (FUTA) for each employee, according to rates established by the federal government, to provide unemployment benefits.

## **Workers' Compensation**

As an employee of the Agency, you are provided Workers' Compensation insurance for medical/surgical costs associated with on-the-job injuries or job-related illnesses and for compensation consistent with legal requirements.

# **Staff Development**

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## **Client Specific Education**

The Agency may determine that it is necessary for a nonexempt field staff employee to receive additional training or orientation with a particular client. When this occurs, the employee will be required to train or orientate with a Supervisor or other field staff employee. Such additional training is paid at an inservice rate for the time involved.

## **Inservice Education**

The Agency provides periodic inservice education. An employee may be required to attend inservice education sessions when directed to do so by the Agency. The Supervisor will inform you of these inservices. Nonexempt employees will be paid an inservice rate for time spent in a required inservice session. Failure to attend a required inservice education session can result in disciplinary action up to and including discharge.

# **Notification of Absence**

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An employee who is unable to report to work, for whatever reason, is required to notify the employee's Supervisor at least four (4) hours before the time the employee is scheduled to begin work, but should call sooner if possible. A reason must be given for the absence. If the office is closed, the employee should call the regular office number and the on-call Supervisor will be contacted.

Although the Agency realizes that emergencies do occur which may not permit an employee to give at least four (4) hours notice prior to the employee's scheduled starting time, the employee must still call in as soon as possible, with a full explanation given to the employee's Supervisor concerning the nature of the emergency and how it prohibited the employee from giving earlier notice. Employees must remember they are required to have reliable transportation; reoccurring "car trouble" is not an acceptable excuse.

Unless the employee is hospitalized or severely incapacitated, the Agency will *not* accept a call in from anyone other than the employee. A friend or family member calling for the employee is not acceptable. Also, the employee may not leave a message with the answering service; the employee **must** talk to his/her Supervisor.

Unless the employee is on an approved leave of absence or an agreed upon return to work date has been arranged between the employee and his or her Supervisor, an employee unable to work is required to give the required notice daily.

If an employee does not notify the employee's Supervisor as required or does not show up to his/her client assignment without a lawful reason or purpose, it is considered a Voluntary Quit. The employee will be removed from any further assignments and will have the employee's employment status changed to Voluntary Quit, no notice, and will not be eligible for re-hire.

## Liability Insurance

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### Professional and General Liability

Nonexempt employees are included in the Agency's professional liability and comprehensive general liability insurance coverages. Employees are covered only while performing within the scope of their employment by the Agency.

For your personal protection, it is recommended that you have your own professional and general liability insurance to provide coverage for your personal liability in the event of a claim arising outside of the scope of your employment by the Agency.

### Automobile Liability

#### Generally

Nonexempt field staff employees are *not* included in the Agency's automobile liability insurance coverage and, therefore, must look to their own automobile insurance for coverage of their personal liability in the event of an automobile accident.

Unless the employee has signed a waiver as described below, an employee is required to carry automobile insurance with limits of at least the amounts required from time to time by the Agency. Such an employee must present to the Agency proof of insurance verifying insurance coverage at the specified limits:

- (a) Prior to the first day of employment;
- (b) Upon renewal or replacement of the employee's auto insurance; and,
- (c) At any other time upon request of the Agency.

If such an employee fails to maintain insurance as required by this section or to provide certificates of insurance as stated in this section, the employee will be subject to disciplinary action up to and including discharge.

For your personal protection, it is very important that you have adequate automobile insurance which covers your personal liability in the event of an accident. Unless the employee has signed a waiver (as described below), if an employee drives without automobile insurance or a valid driver's license, the employee is subject to disciplinary action up to and including termination of employment.

### **Automobile Waiver**

If an employee does not have the automobile insurance described above under "Automobile Liability" or a valid driver's license, the employee may still be employed provided he or she signs a waiver stating that the employee will not transport any client, drive to or from the client's place of residence, or drive an Agency vehicle and that the Agency is not responsible to find transportation for the employee. The waiver form for this purpose may be obtained from the employee's Supervisor.

## **Safety**

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### **Generally**

Each employee is responsible for performing his or her duties in a safe manner. Not following safe conduct and working procedures will not be tolerated and will subject the employee to disciplinary action up to and including discharge.

Each employee is instructed concerning safety precautions (during orientation and on-going). It is the employee's personal responsibility to notify his or her Supervisor if the employee believes his or her well-

being is in jeopardy.

### **Violence in the Work Place**

The Agency will not tolerate any violence in the workplace. Examples of workplace violence include but are not limited to threats or acts of violence, aggressive physical behavior and threatening or offensive comments intended to create a fear of an act of violence. Employees are expected to promptly report any incidents of violence to their Supervisor and document the incident by completing an incident report and sending it to Human Resources. The Agency wants to know about incidents or any potential incidents as soon as you are aware of them, so the appropriate incident management can be taken. No reprisals will be taken against an employee because the employee reports or experiences workplace violence.

### **Driver's License**

If the job requires, applicants for employment and employees must submit a copy of his or her current, valid driver's license to the Agency. Whenever an employee receives a new driver's license, it is the employee's responsibility to submit a copy of the new license to his or her Supervisor. Periodically, the Agency will randomly check driver's licenses with state authorities for verification of driving record and continued validity of the license. If an employee fails to submit a copy of his or her driver's license as required, if his or her driver's license is found to be invalid, or if the employee's driving record is unacceptable to the Agency, disciplinary action up to and including discharge may result.

The requirements of this paragraph do not apply to an applicant or employee who has signed an automobile waiver in effect (see, "Automobile Waiver" on page 76 of this handbook).

### **Operation of Vehicle**

When driving a motor vehicle as part of his or her duties for the Agency, an employee must comply with all applicable motor vehicle and traffic laws including the wearing of seat belts.

### **Distracted Driving Policy**

Employees may not use a hand-held cell phone while operating a motor vehicle – whether the vehicle is in motion or stopped at a traffic light or stop sign. This includes, but is not limited to, answering or making phone calls, engaging in phone conversations, and reading or responding to emails, instant messages, and text messages.

If employees need to use their phones, they must pull over safely to the side of the road or another safe location.

Additionally, employees are required to:

- Turn cell phones off or put them on silent or vibrate before starting to operate the vehicle.



- Consider modifying voice mail greetings to indicate that you are unavailable to answer calls or return messages while driving.
- Inform clients, your family and friends of this policy as an explanation of why calls may not be returned immediately.

### **Client Care**

The Agency's client care policies are contained in the Safety and Policy manuals.

## **Incident Reports**

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If an employee witnesses an incident or an accident concerning a client, an employee or a visitor, or sees anything which is considered out of keeping with proper procedure, he or she must notify his or her Supervisor within sixty (60) minutes.

An employee who is injured while working must notify his or her Supervisor within sixty (60) minutes. At that time, the employee will be directed to a location for care as appropriate. Even if the illness or injury seems to be a minor one, it should be reported as soon as possible as it may turn out to be more serious than originally believed.

An incident report must be completed as soon as possible and be submitted to the employee's Supervisor no later than twenty-four (24) hours after the incident/accident.

Incident reporting forms can be obtained from employee's Supervisor.

## **Expense Reimbursement**

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### **Travel Expenses**

Employees who are required to use their own automobiles while conducting Agency business with prior Supervisor approval will be reimbursed for actual miles traveled. The reimbursement rate will be at a rate per mile established from time to time by the Agency. To receive mileage reimbursement, the employee must record mileage on the daily flow note and must note the exact location and odometer reading. If mileage is not filled out accurately and honestly, it will not be reimbursed. Mileage

reimbursement is paid on the payday for the pay period in which the mileage occurred and is reported.

All reimbursed travel must be pre-approved by the employee's Supervisor.

Periodically, employees' mileage reimbursement requests will be audited for accuracy. Falsification of a request for mileage reimbursement will result in disciplinary action up to and including termination.

### **Continuing Education Expenses**

CCHHS offers a tuition scholarship opportunity for qualifying employees. See Tuition Scholarship policy for details.

### **Other Expenses**

To be reimbursed by the Agency for any other expense incurred for the Agency's benefit, the expense must be approved *in advance* by the employee's Supervisor and original receipts and other required documentation proving and explaining the expense must be submitted to the employee's Supervisor. Reimbursement for such expenses is paid on regular paydays via electronic deposit.

## **Other Policies**

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### **Workplace Morale**

It is important for workplace morale that employees behave in a civil and professional manner toward fellow employees, clients, client's family members, physicians and visitors. To further promote positive workplace morale, employees of the Agency are expected to accept responsibility for their duties, adhere to accepted business and professional principles in the performance of their jobs, and exhibit personal integrity when performing their duties for the Agency's clients. While the Agency does not generally regulate behavior outside of its employees' work duties, all employees are expected to avoid conduct at work or elsewhere which could be viewed by clients or the general public as immoral, indecent or unethical.

Nothing in this policy is designed to interfere with, restrain, or prevent employee communications regarding wages, hours or other terms and conditions of employment.

### **Attendance**

As an employee, you are responsible for being prompt in attendance on assigned work days. Dependability is essential to satisfy the needs of our clients, to provide for an effective/efficient office, and is an important factor to be considered during the introductory period and for performance

evaluations. Employees are expected to be at work in the office or in the residence of our clients as scheduled and to arrange their personal schedules to accommodate our established working hours.

### **Cleanliness**

All employees are expected to practice good personal hygiene.

### **Dress Code**

The Agency's Dress Code policies are contained in Appendix G of this handbook.

### **Agency Name Tags**

The Agency's name tags must be displayed at all times while on duty. The name tag is provided to the employee by the Agency. If an employee loses his or her Agency name tag, an additional name tag may be obtained from the employee's Supervisor.

### **Communications**

It is the responsibility of each employee to keep abreast of all Agency functions. Please check the bulletin board for information.

### **Newsletter**

The Agency has an official newsletter. This is the Agency's way of keeping all employees current with the news of the Agency. Topics may include but are not limited to:

- Policy changes
- Benefits changes
- Special events
- General interests

The newsletter will be available in either paper or electronic format when published. Please maintain the habit of reviewing the newsletter, as this is the best way to gain knowledge and understanding of Agency news.

### **Bulletin Boards**

The Agency maintains a bulletin board at the Agency office for posting of Agency announcements and communications to employees. The bulletin board is for Agency use only. Personal items or notices may not be posted.

### **Confidentiality of Client Information**

While working for our Agency, you will receive confidential information concerning illnesses, deaths, and accidents of our clients. You are expected to maintain confidence concerning these matters. Any request for information concerning a client must be referred to the Supervisor who will determine the proper response.

As part of the orientation process employees are introduced to and inserviced on the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Any violation of those requirements must be reported to the Agency's Privacy Officer.

### **Use of Computer Passwords**

All employees must comply with the Agency's password management procedure set forth in Appendix E of this handbook.

### **Removal of Charts From Office**

Nonexempt employees may not remove original client charts from the Agency office. Any request for a client chart must be referred to the Supervisor who will determine the proper response.

### **Photographs/Audiotapes**

Consent must be obtained from the Director of Operations, as well as written consent of the client, before a photograph or audiotape may be made of any client of the Agency.

### **Sleeping While On Duty**

Employees may not sleep while on duty unless the employee's assignment specifically allows the employee to do so.

### **Witnessing Documents**

A nonexempt employee may not act as a witness to the execution of any document except an Agency document. A nonexempt employee may not witness any document or paper pertaining to the treatment or care of a client unless it is an Agency document, such as a procedure consent form. No employee may witness a client's advanced directive.

### **Eating and Drinking**

Nonexempt field staff employees may not eat the client's food or drink. Neither the client nor the client's family should ever feel responsible for providing meals, snacks or drinks to an Agency employee. If an employee is offered any type of food or drink, the employee *must* refuse the offer and inform the client or

family member that it is against Agency policy to accept the offer.

### **No Smoking Policy**

Recognizing that smoking is both a health and a fire hazard, no smoking is permitted anywhere within the Agency' offices or clients' homes. No employee may smoke within any other site where the Agency's client services are delivered. This includes the use of electronic cigarettes. Employees must be sensitive to not smelling of tobacco smoke during working time.

### **Use of Telephones, Email and Cameras**

Employees who work in client's homes are expected to use the client's telephone only to contact the office in emergency situations or for a matter concerning that client. You must ask the client's permission to use his or her telephone. Personal telephone calls are not to be made or received on client telephones. Employees may never use the client's e-mail system.

Personal telephone calls and emails are to be limited to urgent or emergency matters during work hours. Any personal long distance calls must be charged to the employee's home telephone or personal charge card.

Employees may not use any function of a personal cellular telephone (including recording images such as photographs or video) for any reason during work hours in client homes and while traveling in their cars. If you must use a cellular telephone due to an urgent or emergency matter, you must do so outside of your working hours and in a non-work area such as the parking lot. This policy is to protect the employee from distracted driving and to protect client confidentiality.

A telephone number through which you can be reached directly is required for employment with the Agency. The Agency will not give your telephone number to anyone without reasonable cause. If we receive a telephone call for you in an emergency situation, we will attempt to reach you so you can return the call. Do not give your telephone number or email address to any Agency client.

Employees may not use a camera or video recorder of any kind for any reason in client homes during working hours, without the prior written approval of the Director of Operations. This policy is intended to protect client confidentiality.

### **Mail**

All personal mail must be delivered to an employee's home address. Employees are not permitted to receive personal mail at the Agency's office or at the client's home.

### **Parking**

Free parking is available for employees in the lots adjoining the Agency office. Parking is available on the first-come basis. Parking is at your own risk; the Agency is not responsible for damage or theft to

automobiles while parked in the parking lots or while parked at a client's home or any other location. You should place valuables out of sight and lock your vehicle each time you park.

### **Agency Property**

The Agency's office equipment (including the copier, fax machines, and computers) and the Agency's stationary may be used only for Agency business; personal use of the Agency's office equipment and stationary is prohibited.

Certain property, such as pagers, telephones, and laptop computers, may be issued to certain employees. Those employees must sign Agency provided documents establishing the employee's responsibility for the safety and return of the property.

Any Agency property in the possession of an employee must be returned to the Agency upon request of the Agency. Any Agency property in the possession of an employee must be returned to the Agency not later than the last day of employment. Such property includes but is not limited to: name badges, reference materials, policy manuals, equipment, instruments, consumer records, supplies, pagers, keys, calling cards, back support belts, bags, and bank cards.

Theft of agency property will not be tolerated. Anyone found in unlawful possession of agency property will be subject to disciplinary action up to and including discharge. In addition, theft of property can legally be treated as a felony and violators may be subject to criminal proceedings according to state and federal laws.

### **Items Purchased From Clients**

No employee may purchase items from a client or a client's family member. Experience has shown that misunderstandings concerning such transactions arise at a later time, creating difficulties for all persons concerned.

### **Financial Duties; Client's Property; Automobile**

You may not perform any financial duties for a client, under any circumstances, without the prior approval of the employee's Supervisor. If you are asked to do so, report the request to your Supervisor.

You may not handle any money or credit cards of the client or any of the client's personal property that is of major value (e.g. heirlooms, crystal, expensive jewelry) without the prior approval of the employee's Supervisor. If you have any questions in this regard, contact your Supervisor.

If you are asked to drive the client's automobile, you may not do so without prior approval from your Supervisor.

### **Gifts; Tips; Gratuities; Loans**

Except for small tokens of appreciation (e.g., cards, flowers, candy, cookies), no employee may accept gifts, tips, gratuities or loans of any kind from a client or a client's family. While a client or family member may sincerely wish to give you a present one day, the client or family member may later report it stolen. If a client or family member repeatedly tries to give you a gift, tip, gratuity or loan, report this to his or her Supervisor. If deemed appropriate under the circumstances, the Supervisor will negotiate the matter with the client and/or family member.

### **Client Complaints or Accusations**

If a client or client's family member has a complaint, nonexempt employees should refer the client to his or her Supervisor.

If a nonexempt employee is accused of inappropriate behavior (e.g. theft, substandard care) by a client or a client's family member, the appointed CIRT (Critical Incident Review Team) member or designee usually will obtain a signed, written statement from the client and/or family member concerning the accusation. If such a statement is obtained, the employee will then have the opportunity to respond to the accusation by giving a signed, written statement to the appointed CIRT (Critical Incident Review Team) member or designee. Both statements will then be placed in the employee's personnel file. Depending on the seriousness of the behavior, disciplinary action up to and including discharge may result. Accusations of theft or other crime also will be reported to the police for investigation as stated below.

### **Allegations of Theft**

If you are with a client and it becomes apparent to you the client has unsecured sums of money, jewelry, or other valuables around the house, report this to your Supervisor immediately.

All allegations of theft will be reported to the CIRT. In the event a client or client's family member alleges theft on the part of a nonexempt field staff employee, the client or family member will be asked to report the allegation to the police for investigation. Based upon the results of the police investigation and any other information that may be available to the Agency, discipline up to and including termination of employment may occur. The Agency may suspend the employee from work, without pay, until the Agency determines whether discipline or termination of employment is appropriate.

One of your best protections against allegations of theft is to follow the policies, above, for items purchased from clients, for gifts, tips, gratuities and loans, for performing financial duties for clients, for handling client's personal property, and for reporting of unsecured property of the client.

### **Assisting Clients While in Transit**

A nonexempt employee may transport a client in the employee's automobile only with the approval of his or her Supervisor. If an employee does so without the Supervisor's authorization, it is outside the scope

of his or her employment by the Agency, at the employee's own risk of liability, and the Agency will hold the employee personally responsible for any expense, damage or loss the Agency may incur as a result of the employee's violation of this policy. Disciplinary action up to and including discharge also may result.

### **Client Contact**

Nonexempt field staff employees must not contact clients or client family members before or after client visits unless the contact is approved in advance by the employee's Supervisor. Do not take clients or client family members to your home unless authorized in advance by the Supervisor.

### **Lost or Stolen Articles**

The Agency is not responsible for lost or stolen articles. Employees are discouraged from bringing items of personal value to their assignments or to the Agency's office. If you believe it is necessary to have personal belongings with you, it is at your own risk and it is your responsibility to assure that they are stored in a secure place.

### **Personal Visitors**

Nonexempt field staff employees may not have personal visitors while working at a client's home or place of residence.

### **Children in the Workplace**

Children may not accompany a nonexempt field staff employee while the employee is working at a client's home or place of residence. This includes having them wait outside while the employee is performing his or her duties with the client. You may never take children into a client's home or place of residence.

To maintain employee productivity and prevent possible injury in the workplace, children are permitted in the Agency office for only fifteen (15) minutes.

While in the Agency's office, children are not permitted to use or play with the telephones, copiers, typewriters, computers, paper cutters, hole punches, etc. Children must be attended by the adult they accompany at all times. The adult is responsible for any and all damages caused by the child.

### **Leaving Work Early**

Nonexempt employees are expected to work the employee's assigned schedule for the day. A nonexempt employee may not leave work early without the prior approval of his or her Supervisor. Leaving work early may result in disciplinary action up to and including discharge.



**Loitering**

Upon completion of an assignment, a nonexempt field staff employee must leave the premises immediately to prevent interruption of the schedule of others.

**Substance Abuse and Testing**

All employees are subject to the "Substance Abuse and Employee Testing Program" adopted by The Agency. A copy of that policy is included in this Handbook as Appendix D.

**Outside Business/Employment**

No employee may engage in any other business or employment during the employee's working hours with the Agency.

An employee may engage in an outside business or employment during non-working hours only if: (a) the employee's efficiency and job performance with the Agency is maintained; (b) there is no time conflict with the employee's duties with the Agency; (c) the business or employment does not involve providing services to or on behalf of any firm or business that is in direct competition with the Agency without written permission of the Administrator of the Agency; and (d) the employee has signed the Agency's dual employment forms.

**Solicitation and Distribution**

Persons who are not employed by the Agency may not solicit or distribute literature on the premises of the Agency at any time.

Employees of the Agency may not solicit or distribute literature during working time for any purpose. Working time means the working time of both the employee doing the soliciting or the distributing and an employee to whom the soliciting or distribution is directed. Working time does not include periods such as meal or break times when employees are not required to be working.

Distribution of literature is not permitted at any time in working areas. Working areas means client's homes or places of residence and the Agency office. Provided, however, working areas do not include break rooms within the Agency office or areas outside the Agency office such as parking areas.

**Contacts with the Media About Clients; Authority to Speak on Behalf of the Agency**

Any and all communications with the media (e.g. television, radio or newspaper reporters) concerning any aspect of the Agency's clients shall occur only through the Corporate Team. A nonexempt employee may not discuss those matters with any media representative unless the discussion is approved in advance by the Corporate Team. A nonexempt employee who is contacted by any media representative concerning those or similar matters must refer the media representative to the Corporate Team, who will arrange for an Agency representative to respond as appropriate.

No nonexempt employee has the authority to speak or write on behalf of the Agency in any public or private matter unless the employee's doing so has been approved in advance by the Corporate Team. A nonexempt employee shall not, under any circumstances, represent or imply that he or she has the authority to speak or write on behalf of the Agency unless the communication has been specifically approved in advance by the Corporate Team. Nothing in this policy is designed to interfere with, restrain, or prevent employee communication on their own behalf regarding wages, hours or other terms and conditions of employment.

### **Ownership of Copyrightable Works**

Under the United States Copyright Law, the Agency is automatically the copyright owner of any work prepared by an employee within the scope of his or her employment by the Agency. The employee is not the owner of such a work unless the Agency transfers copyright ownership to the employee.

Any work created by an employee as an assigned project by the Agency as well as any other work created in whole or in part during the employee's working time for the Agency or with the use of the Agency' resources will be considered within the scope of the employee's employment by the Agency. Any employee who creates a work which he or she believes may be worthwhile to register copyright should bring it to the attention of the Director of Operations before copies are distributed outside of the Agency and preferably before it is actually created by the employee.

If an employee desires to create a work during the employee's working time or using the Agency's resources but the employee believes it should not be considered to be within the scope of his or her employment by the Agency, it is the employee's responsibility to raise the scope of employment and ownership question with the Director of Operations in advance of creation of the work to determine whether the Agency will approve ownership by the employee.

### **Suggestions**

Suggestions for improving the quality or efficiency of the Agency' services are always welcome. All employees are encouraged to make suggestions for improvements, in writing, to the Director of Operations.

### **Outstanding Job Performance**

Supervisors will identify those employees who deserve special recognition due to superior job performance and willingness to assist in client care. A written acknowledgment may occur and be placed in the employee's personnel file. The acknowledgment will then be utilized in the employee's performance review.

# Personnel and Medical Files

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## Personal Changes

Each employee must notify his or her Supervisor immediately of any change of name, address, marital status, the telephone number through which the employee can be reached, number of dependents, or other information that would affect the employee's tax withholding or benefits.

## Personnel File

The Agency is required by law to maintain individual records on each employee. When you begin employment, a personnel file is established in the office, which is for your and the Agency's protection and benefit. This file may be in paper or electronic format. After employment, additional information may be requested in order to ensure compliance with all applicable laws and requirements.

An employee's personnel file contains the following documents which may be inspected and reviewed by the employee: Employment application/ resume; job description; evidence of qualification/licensure/certification/registration; limited criminal history documentation; personnel action documents; training and orientation records; attendance records; recognition materials; evaluation forms; disciplinary action documents; insurance records (if any); and, payroll records. Some of these documents may not be in the employee's personnel folder but will be considered to be part of the employee's personnel file for purposes of inspection and review.

The Agency also maintains the following documents, separate from an employee's personnel file, which are not available for inspection, review, or copying by the employee. These are:

- Employee references supplied to the Agency if the identity of the person making the reference would be disclosed.
- Materials relating to the Agency's planning with respect to more than one (1) employee, including compensation increases, bonus plans, promotions and job assignments.
- Medical reports and records made or obtained by the Agency if the records or reports are available to the employee from the doctor or medical facility involved.
- Information of a personal nature about a person other than the employee if disclosure of the information would constitute a clearly unwarranted invasion of the other person's privacy.
- Information that is kept separately from other records and that relates to an

investigation by the employer of criminal activity by the employee that may result in loss or damage to the Agency's property or disruption of the Agency's business operations.

- Records limited to grievance investigations which are kept separately.
- Records kept by an executive, administrative or professional employee that are kept in the sole possession of the maker of the record and that are not accessible or shared with other persons. (However, such a record concerning an occurrence or fact about an employee may be entered into a personnel record if entered not more than six (6) months after the date of the occurrence or the date the fact becomes known.
- Attorney-client communications.

### **Medical File**

The Agency is required by law to maintain certain medical and health records on each employee, some of which must be maintained separate from the employee's personnel file. When you begin employment, a separate medical file is established in the office that contains all of your medical and health records; during employment, additional medical and health records may be added to the file as they are generated.

An employee's medical file contains the following documents which may be inspected and reviewed by the employee: medical examination forms; test results (e.g., test for controlled substances.); medical information concerning use of paid sick leave and family and medical leave; medical information concerning unpaid leave of absence; records concerning exposure incidents to bloodborne pathogens; and, other information concerning the employee's health status.

### **Employee Review**

An employee may periodically (generally not more than two (2) times in a calendar year or as otherwise provided by law) review the contents of the employee's personnel record by contacting Human Resources. The request should be in writing and be received by Human Resources not less than seven (7) calendar days prior to the time of inspection.

The review shall take place at the Agency office to which the employee is assigned and during normal office hours. However, if a review during normal office hours would require the employee to take time off from work with the Agency, the Agency will provide another reasonable time for the review. The employee's Supervisor or other member of the administrative staff selected by the Agency must be present during the employee's review of the record.

## **Copies**

An employee may receive copies of all or a portion of the contents of his or her own personnel record. The request should be in writing and be received by Human Resources not less than forty-eight (48) hours prior to the day the employee desires to receive the copies. There is a charge for each page copied which must be paid to the Agency prior to the Agency making the copies for the employee.

## **Disagreement with Information in Personnel Record**

If an employee disagrees with information contained in the employee's personnel record, the employee should contact Human Resources. If Human Resources does not agree to removal or correction of the information, the employee may submit a written statement to the Corporate Team explaining the employee's position. The statement may not exceed five (5) sheets of eight-and-one-half (8 1/2) by eleven (11) inch paper. As long as the information is part of the personnel record, that statement will be included when the information is divulged to a third party.

## **Divulging Disciplinary Action**

On or before divulging a disciplinary report, letter of reprimand, or other disciplinary action concerning an employee to a third party, the Agency will provide written notice to the employee that the information is or will be divulged. The written notice to the employee will be by first-class mail to the employee's last known address and will be mailed on or before the day the information is divulged.

Provided, however, such a written notice will not be given to the employee if any of the following occur:

- The employee has specifically waived written notice as part of a written, signed employment application with another employer;
- The disclosure is ordered in a legal action or arbitration to a party in that legal action or arbitration; or,
- The information is requested by a government agency as a result of a claim or complaint by the employee.

## **Deletion of Disciplinary Records**

Except when the release is ordered in a legal action or arbitration to a party in that legal action or arbitration, before releasing information from an employee's personnel record to a third party, the Agency will review the personnel record and delete from the release any disciplinary reports, letters of reprimand, and other records of disciplinary action which are more than four (4) years old.

## **Investigation of Criminal Activity**

If the Agency has reasonable cause to believe an employee is engaged in criminal activity which may

result in loss or damage to the Agency's property or disruption of the Agency's business and the Agency is engaged in an investigation, then information relating to the investigation will be kept in a separate file. Upon completion of the investigation or after two (2) years, whichever comes first, the Agency will notify the employee that an investigation was or is being conducted of the suspected criminal activity. Upon completion of the investigations, if disciplinary action is not taken, the investigative file and all copies of the material in it will be destroyed.

### **Release of Information**

An employee's name, job title, job duties, work schedule, and dates of employment are considered public information and may be released by Human Resources as they determine to be appropriate. Other information contained in an employee's personnel record generally will not be disclosed outside the Agency except: upon the employee's written authorization; in compliance with law; in compliance with a subpoena or court order. Requests for work reference on present or former employees of the Agency will be answered by Human Resources.

## **Resignation**

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If a nonexempt employee wants to resign, he or she is asked to give written notice of this intent as far in advance as possible, but not less than fourteen (14) calendar days prior to the date of termination of employment. A resignation should state the reason and expected date of termination of employment and be given to the employee's Supervisor. This procedure is necessary in order to maintain adequate, continuous staffing. An exit interview will be conducted.

Except in emergency situations, a resignation with less than fourteen (14) calendar days prior written notice disqualifies the person from being rehired.

In the event a nonexempt employee resigns, rather than continuing to employ the employee during all or a portion of the period between the date the resignation is received and the date the employee resignation is effective, the employee's Supervisor, at his or her discretion, may terminate the employee's employment at any time during that period.

# Discipline and Discharge

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## Progressive Discipline

Except in a case where the employee's Supervisor concludes the circumstances warrant discharge, a progressive discipline procedure may be used in an effort to give employees advance notice of unacceptable performance and an opportunity to correct problems. Under this approach, a written reprimand will be issued to an employee who is being disciplined. An unpaid disciplinary suspension of up to three (3) calendar days may accompany a written warning. If an employee at any time has three (3) active written reprimands, the employee's employment will be terminated. A written reprimand is considered to be "active" until the period of three-hundred-sixty-five (365) calendar days passes after the date of the written reprimand without the employee receiving another written reprimand.

Examples of the types of conduct for which a written reprimand may be issued, include but are not limited to:

- a. Unwillingness or failure to perform job requirements.
- b. Excessive absence or tardiness as determined by the employee's Supervisor.
- c. Failure to maintain dress code requirements or good personal hygiene.
- d. Discussing personal problems with clients or client's family.
- e. Violation of the Agency's solicitation and distribution policy.
- f. Having visitors while working at a client's home or place of residence without prior approval from the office.
- g. Unauthorized use of a client's telephone.
- h. Failure to abide by any personnel policy or other Agency policy or procedure.
- i. Accepting or soliciting tips, gifts, gratuities or loans from clients without the approval of the employee's Supervisor.
- j. Purchasing any item from a client without approval of the employee's Supervisor.
- k. Modifying work schedule with a client without approval of the employee's Supervisor.

- l. Providing clients with the employee's own or another employee's telephone number.
- m. Sleeping while on duty unless the assignment specifically allows the employee to do so.
- n. Working overtime without prior authorization.
- o. Unsatisfactory work performance.
- p. Poor work effort.
- q. Gambling while on Agency premises or while on the property of a client.
- r. Conducting personal business during working time.
- s. Minor (as determined by the employee's Supervisor) failure to follow requirements concerning occupational exposure to blood borne pathogens;
- t. Minor (as determined by the employee's Supervisor) failure to use universal precautions when the employee has direct contact with blood or other body fluid;
- u. Minor (as determined by the employee's Supervisor) failure to follow requirements set out in the Respiratory Protection Plan.
- v. Turning in paperwork late or other paperwork issues.
- w. Stating a false reason for absence from work.

The preceding list is not all inclusive. Other types of unacceptable conduct may occur for which written reprimands may be issued. Furthermore, under the circumstances of a particular case, a written reprimand may not be issued or discharge may occur. The exercise of this discretion by the Agency is not a waiver of the Agency's right to discipline or discharge the same employee or any other employee for the same or similar type of offense in the future.

### **Discharge**

It must be remembered that the employee's employment with the Agency at all times is at the mutual consent of the Agency and the employee, and either may terminate employment at will at any time for any reason unless certain conditions are met, as stated in the Introduction, page 1, paragraph 2. The Agency, therefore, may immediately discharge an employee without prior progressive discipline whenever the Agency believes the circumstances warrant discharge.

Examples of the types of conduct, which may result in an immediate discharge, include:



- a. Physical or mental abuse of a client.
- b. Failure to report physical and/or mental abuse of a client to the employee's Supervisor.
- c. Disclosing anything of a personal nature concerning a client at any time, unless specific work duties require the giving or exchanging of such information.
- d. Stealing any Agency property, client property, employee property, or property of visitors.
- f. Leaving a client assignment without permission.
- g. Excessive complaints of poor work performance from clients or client family members which the employee's Supervisor determines to be valid complaints.
- h. Actions that would constitute a criminal offense and could adversely affect the Agency's operations or reputation.
- i. Unauthorized possession of firearms or other weapons in the Agency office or in a client's home or place of residence.
- j. Falsifying any client or Agency record, including a timekeeping, charting, billing, mileage or application for employment form.
- k. Intentional damage to Agency property or a client's property.
- l. Use of, possession of, or being under the influence of alcohol during working hours, in the Agency office, or in client's home or place of residence.
- m. Illegal manufacture, distribution, possession, sale, use of, or being under the influence of a controlled substance during working hours, in the Agency office, or in a client's home or place of residence.
- n. Immoral, indecent or unethical conduct in the Agency office or in a client's home or place of residence.
- o. Failure to work a scheduled case without notifying the employee's Supervisor, except in an emergency situation where contact is not possible.
- p. Incident of workplace violence.

- q. Threats of violence, whether implied or actual, to clients, client's families, visitors, or other Agency employees.
- r. Accusations by clients and families, whether implied or actual, of theft or other crimes.
- s. Acts or omissions which endanger or injure a client or another employee.
- t. Poor driving record, motor vehicle record, or background screening.
- u. Major (as determined by the employee's Supervisor) failure to follow requirements established for occupational exposure to blood borne pathogens.
- v. Major (as determined by the employee's Supervisor) failure to use universal precautions when the employee has direct contact with blood or other body fluid.
- w. Major (as determined by the employee's Supervisor) failure to follow requirements set out in the Respiratory Protection Plan.
- x. Failure to follow back safety and lifting techniques.

The preceding list is not all inclusive. Other types of unacceptable conduct may occur for which discharge may occur. Furthermore, under the circumstances of a particular case, a written reprimand may be issued rather than discharge or no disciplinary action may be taken. The exercise of this discretion by the Agency is not a waiver of the Agency's right to discharge or discipline the same employee or any other employee for the same or similar type of offense in the future.

### **Appeal of Disciplinary Action**

#### **Who May Appeal**

An employee who disagrees with a disciplinary or discharge action taken concerning the employee may appeal the action or decision to the employee's Supervisor, to the Supervisor's immediate superior, and ultimately to Human Resources or designee. However, an employee in initial introductory status may not appeal a disciplinary or discharge action that occurs while he or she is in introductory status or as a result of the evaluation at the end of his or her introductory period or extended introductory period.

#### **Appeal Procedure**

An appeal of a disciplinary or discharge action to which this appeal procedure applies shall be processed and disposed of in the following manner:

**Step 1**

To appeal a disciplinary or discharge action or decision, the employee must present the appeal in writing to the employee's Supervisor within five (5) business days after the employee becomes aware or should have become aware of the circumstances giving rise to the appeal. The written appeal must state the specific action or decision appealed and the specific reason(s) the employee believes the action or decision was in error.

The Supervisor will answer the appeal in writing with the longer of:

- a. Fifteen (15) business days after the date the Supervisor receives the employee's written appeal; or,
- b. If either the Supervisor or the employee requests a meeting between the Supervisor and the employee to discuss the appeal, within fifteen (15) business days after the date of that meeting.

**Step 2**

If the appeal is not settled as a result of the Supervisor's decision, the employee may appeal to the Supervisor's immediate superior.

An appeal to the Supervisor's immediate superior must be in writing and be received by the immediate Superior within five (5) business days after the date the employee receives the Supervisor's decision. The written appeal must state the specific reason(s) the employee believes the Supervisor's decision was in error.

The Supervisor's immediate superior will answer the appeal in writing within the longer of:

- a. Fifteen (15) business days after the date the Supervisor's immediate superior receives the employee's written appeal; or
- b. If either the Supervisor's immediate superior or the employee requests a meeting between the Supervisor's immediate superior and the employee to discuss the appeal, within fifteen (15) business days after the date of that meeting.

**Step 3**

If the appeal is not settled as a result of the Supervisor's immediate superior's decision, the employee may appeal to Human Resources. The appeal must be in writing and be received by Human Resources within five (5) business days after the

date the employee receives Supervisor's immediate superior's decision. The written appeal must state the specific reason(s) the employee believes the Supervisor's immediate superior's (or the Supervisor's) decision was in error. If either Human Resources or the employee requests a meeting between Human Resources and the employee to discuss the appeal, such a meeting may be held at the discretion of Human Resources.

The decision of Human Resources is final.

### **Significance of Time Periods**

To settle discipline and discharge matters expeditiously, certain time periods are established in the appeal procedure stated, above. If an employee fails to comply with any of the time periods, the employee's problem shall be considered settled and he or she may not pursue the procedure further. Failure on the part of a Supervisor or the Supervisor's immediate superior to answer within the time periods established shall not be considered acquiescence by the Agency, the Supervisor or the Supervisor's immediate superior, but the employee may appeal to the next step of the procedure upon expiration of the time period involved.

### **Suspension Pending Investigation**

Whenever the Human Resources believes circumstances warrant, a nonexempt employee may be suspended from active work without pay pending an investigation by management to determine whether disciplinary or discharge action should occur. In the event an employee is so suspended, an effort will be made to complete the investigation expeditiously.

# **Layoff**

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## **Long Term Layoff**

### **Order of Long Term Layoff**

If the Corporate Team of the Agency determines a reduction in the nonexempt field staff employee work force of the Agency in a particular employment category and job title of more than thirty (30) consecutive calendar days is necessary or appropriate (a "long-term layoff"), reduction of the nonexempt employees in that employment category and job title who are in introductory status normally will be released first provided the employees remaining are able to perform the work to be done in a satisfactory manner.

The Corporate Team will determine the nonexempt employees to be released in the affected employment category and job title based on the qualifications of the employees. The employees who are most qualified to meet the work requirements of the Agency will be retained. If the qualifications of two or more employees are determined by the Corporate Team, in his or her discretion, to be relatively equal, then the order in which those employees will be released will be in reverse order of their job title length of service, if any (least job title length of service first).

In determining the relative qualifications of employees, the Corporate Team will evaluate a variety of considerations, including the employees' knowledge, training, demonstrated ability, skill, efficiency, work experience, attitude, attendance and disciplinary records.

### **Affect on Employment of Long-Term Layoff**

If an employee is placed on long-term layoff, that employee's employment with the Agency terminates when his or her long-term layoff begins.

### **Notice of Long-Term Layoff**

The Agency will attempt to give an employee at least fourteen (14) calendar days prior written notice of his or her long-term layoff.

## **Short-Term Layoff**

### **Generally**

A reduction in the nonexempt employee work force for a period of fifty-nine (59) consecutive calendar days or less (a "short-term layoff") may be undertaken other than as stated above for long term layoff.

### **Affect on Employment of Short-Term Layoff**

An employee who is placed on short-term layoff remains employed by the Agency during the period of the short-term layoff (*i.e.*, the employee's employment does not terminate when his or her short-term layoff begins).

### **Benefits While On Short-Term Layoff**

An employee who is placed on short-term layoff.

- (a) Will accumulate Agency and job title length of service.
- (b) Will maintain insurance coverage to which he or she was entitled at the time his or her short-term layoff began to the extent permitted by the policies and

provided he or she pays the premiums. The employee must submit payment of his or her premium to the Agency pursuant to the Agency's policies for employee's on leave.

- (c) May use his or her available but unused PTO benefits, if any, existing at the time the layoff began.
- (d) May not use or receive any type of unpaid time off or leave of absence.

### **Beginning Date**

Any layoff (long-term or short-term) of an employee will be considered to begin on the day after the last day for which the Agency states work is available for that employee.

## **Termination of Employment**

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Termination of employment shall result for any of the following reasons:

- (a) If the employee resigns or is considered to have resigned;
- (b) If the employee is discharged;
- (e) If the employee is an exclusive employee, upon completion of the project or period for which the employee was hired;
- (f) If the employee fails to return to work at the expiration of paid or unpaid time off or a leave of absence without the approval of the employee's Supervisor.
- (e) If the employee is released from employment as part of a long-term layoff.
- (g) If the employee does not accept an assignment during any three hundred sixty-five (365) consecutive calendar day period as stated in "Employee's Failure to Accept Assignment" (see, page 24 of this handbook).

# Exit Interview

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Upon termination of a nonexempt employee's employment, the employee's Supervisor may contact the employee and schedule a mutually convenient time for an exit interview. Usually, the exit interview will be conducted during the terminating employee's final workweek.

The general purpose of this interview will be to:

- (a) Give the employee an opportunity to express privately any reason for terminating employment;
- (b) Collect keys, name tags, policy manuals, and any other Agency property that may have been issued to the employee;
- (c) Obtain information (mailing address, etc.) concerning the disposition of the employee's W-2 or other pertinent information.
- (d) Review the status of any outstanding work and designate the time for completion.
- (d) For eligible employees, discuss the extent to which insurance may be continued following termination of employment.

# Problem Solving - Non-Disciplinary Matters

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This Problem Solving Procedure is to ensure that all employees will have an open channel of communication to their Supervisor and to other managers when they have a question, concern, or complaint about any aspect of their relationship with the Agency, other than to appeal a disciplinary or discharge action or claim of unlawful discrimination or harassment. This Problem Solving Procedure is not to be used to appeal a disciplinary or discharge action; a disciplinary or discharge action must be appealed, if at all, as stated in "Appeal of Disciplinary Action" (see, page 95 this handbook). Nor should it be used to report a claim of unlawful discrimination or harassment; claims of unlawful discrimination or harassment should be reported as stated in "Non-Discrimination:" (see, page 6 of this handbook).

Although it focuses on resolving differences, the intent of this Problem Solving Procedure is that the "doors" of management are open to each employee for any reasonable purpose. For example, if an

employee has questions about the Agency's policies, or wants guidance concerning training and development or career opportunities, or if the employee wishes to discuss any other matter, he or she is encouraged to talk with his or her Supervisor. The employee should understand, of course, that using this Problem Solving Procedure will not always result in the action desired by the employee. However, it does provide each employee the opportunity to review concerns not only with his or her Supervisor, but if necessary, with higher levels of management. It also provides an opportunity for review of each employee's situation.

To use the problem solving procedure, the employee should follow the steps below:

- (a) Talk with his or her Supervisor as soon as a concern or question arises. It is the Supervisor's responsibility to take time to discuss any questions or concerns related to employment. Experience has shown that open and direct communication between an employee and his or her Supervisor is the best way to resolve questions, concerns, and misunderstandings quickly and effectively.
- (b) If the employee and his or her Supervisor cannot resolve the problems within five (5) business days of the Agency, the employee may then express the employee's concerns in writing to the Supervisor's superior.
- (c) If the employee's questions or concerns have not been resolved satisfactorily by the Supervisor's superior within five (5) business days after the Supervisor's superior receives the employee's written concerns, the employee may then express the employee's concerns to Human Resources in writing. The Human Resources' written response is the end of the problem solving process.

## Disclaimer and Amendment

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None of the policies described or referred to in this handbook are intended to constitute a contract. The Agency reserves the right to amend, add to, repeal, or deviate from any or all of the policies described or referred to in this handbook whenever the Agency, acting through its Corporate Team, believes it is necessary or desirable to do so.



# Code of Conduct

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## **Purpose**

Compassionate Care Home Health Services, Inc. (hereinafter called “the Agency”) desires to provide quality health care while complying with all federal and state statutes and regulations governing the provision of home health and hospice care, including fraud and abuse laws, false claims laws, and physician self-referral laws. The Agency is committed to not only obeying the law, but to maintaining ethical standards in its professional and business practices throughout its organization, from the Board of Directors through management to the employees.

This Code of Conduct has been adopted by the Board of Directors of the Agency to provide standards for the Board of Directors, officers, managers, employees, contractors, and anyone else providing services on behalf of the Agency (hereinafter called “Individuals Subject to this Code of Conduct”) to follow in the conduct of their jobs and/or assignments for the Agency, to establish organization-wide integrity, to help assure the Agency’s compliance with all state and federal laws and regulations applicable to the home health and hospice operations of the Agency and to assist the Agency in fulfilling its mission.

## **Legal Integrity**

The Agency is subject to numerous federal and state laws governing its operations. The Agency is committed to obeying these laws. Individuals Subject to this Code of Conduct are required to be aware of these requirements and to abide by them in performing their duties. Violating the law is grounds for disciplinary action, up to and including termination of employment.

## **Conduct Standard - Health Care Fraud and Abuse**

Federal law and state law prohibit requesting or providing remuneration in exchange for referrals of home health or hospice services that are reimbursable under a federal health program, including Medicare and Medicaid. This includes offering or accepting, bribes or kickbacks. Individuals Subject to this Code of Conduct may not offer anything of value to a referral source, potential referral source, or a beneficiary the Agency to induce the referral of a client. Individuals subject to this Code of Conduct may not accept anything of value to induce their referral of a client to another provider. Either action will result in disciplinary action, up to and including termination of employment.

Any Individuals Subject to this Code of Conduct, who qualify as a “physician” under the federal “Stark” law, shall not refer clients to the Agency for care from the Agency, without first obtaining approval from the Agency’s compliance officer.

### **Conduct Standard - False Claims**

Federal and state laws prohibit submitting claims for services that were not provided. Individuals subject to this Code of Conduct who submit documentation for services they did not perform, or who are aware that documentation is fraudulent, but accept the documentation and submit claims anyway, are submitting false claims and are violating the law. Similarly, submitting documentation for services that did occur, but for which the documentation has been modified to show longer or more services rendered or that are in some other way intentionally inaccurate is a violation of the law. Submitting false or altered documentation regarding service provided or the need for services is grounds will result in disciplinary action, up to and including termination of employment.

### **Conduct Standard - Discounts**

Individuals Subject to this Code of Conduct shall not discount charges to clients or waive co-payments from clients, unless approved in advance by the Director of Finance. Doing so is grounds for disciplinary action, up to and including termination of employment.

### **Conduct Standard – Conflicts of Interest.**

Each Individual subject to this Code of Conduct shall fulfill his or her obligations to the Agency in accordance with his or her work duties. Each employee shall perform his or her obligations to the Agency free of conflict arising from regard for his or her personal gain, profit or advantage, including, but not limited to, receipt of gifts or gratuities from clients or vendors that is not permitted by the Agency policies and procedures, self-dealing which conflicts with the interests of the Agency, misuse of the Agency's confidential, proprietary and/or trade secret information, or professional or personal interests which place the Agency at risk of non-compliance with any or all of the laws and regulations which govern the operation of its business.

### **Ethical Considerations – Corporate Integrity.**

The Agency provides care while operating in compliance with all applicable laws and regulations, but also provides services while adhering to professional and business ethical standards. This Code of Conduct outlines specific conduct standards the Agency expects to be maintained by Individuals Subject to this Code of Conduct.

### **Conduct Standard - Business Ethics**

#### **Generally**

No individual subject to this Code of Conduct shall offer or solicit any gifts, favors, bribes, or anything of value, including services, as an inducement to provide referrals to the Agency or in exchange for the Agency providing referrals to the entity receiving the offer or solicitation.

No individual subject to this Code of Conduct shall offer any gifts, favors, bribes, or anything of value, including services, as an inducement to a client to choose the Agency as the client's home health provider.

**Special Case - Discounts.**

If a vendor or contractor offers a discount or a deviation from its usual or customary charge, the discount or deviation may not be accepted on behalf of the Agency without first obtaining written approval from the Agency's Director of Finance. This approval may be obtained by providing the Agency's Director of Finance with information regarding the offered discount or deviation. The Agency's Director of Finance will then review the information and follow the Agency's policies and procedures relating to accepting a discount or deviation from a usual or customary charge.

**Special Case – Gifts and Gratuities.**

No Individual Subject to this Code of Conduct may accept or offer a gift or gratuity to a vendor, referral source, or client unless the gift or gratuity is offered or accepted in accordance with the Agency's policies and procedures governing gifts and gratuities.

**Protection of the Agency's Assets**

Each Individual Subject to this Code of Conduct shall preserve and protect the Agency's assets and property. Each Individual Subject to this Code of Conduct shall act to use the Agency's resources and property in the most efficient and cost effective manner possible.

**Special Case – Costs and Expenses.**

Each Individual Subject to this Code of Conduct shall accurately report costs and expenditures charged to the Agency. Travel and entertainment expenses shall be consistent with the employee's job responsibility, the Agency's policies concerning costs and expenses, and, where applicable, properly authorized by management.

**Personal use of the Agency's Assets**

Each Individual Subject to this Code of Conduct shall not use the Agency's assets for personal use or personal gain except as permitted by the Agency's policies and procedures.

**Duty to Report**

Every Individual Subject to this Code of Conduct has an affirmative duty to report any violations of this Code of Conduct or any statute or regulation governing the conduct of the Agency of which they become aware.

## **Reporting Illegal Conduct**

Any Individual Subject to this Code of Conduct shall report to the employee's Supervisor any known or suspected violation of state or federal law by the Agency, by anyone acting on behalf of the Agency, or by anyone providing services to or for the Agency. This duty to report illegal conduct shall include, but is not limited to, any known or suspected violations of federal or state fraud and abuse laws, self referral laws, the false claims law, any fraudulent submission of clinical or billing documentation, or any violation of the Medicare Conditions of Participation or the statutes and rules governing the Agency's license to operate or approval to provide services as a provider in any state, federal, or private insurance program.

All reports of known or suspected illegal activity shall be and remain confidential. The Agency's compliance committee shall investigate all reports and take action in accordance with the Agency's policies and procedures.

The Agency shall not retaliate against any individual making a report of suspected illegal conduct. Any individual retaliating against or taking retributive action against an individual for making a report required by this section shall be subject to disciplinary action by the Agency, up to and including termination of employment.

## **Reporting Quality Concerns**

### **Complaints**

Individuals subject to this Code of Conduct shall report any client or client family member's complaint or any other concern relating to the quality of care provided to the Agency's clients to the employee's Supervisor.

### **Incident Reports**

Individuals subject to this Code of Conduct shall report any incidents regarding clients or client care to the employee's Supervisor.

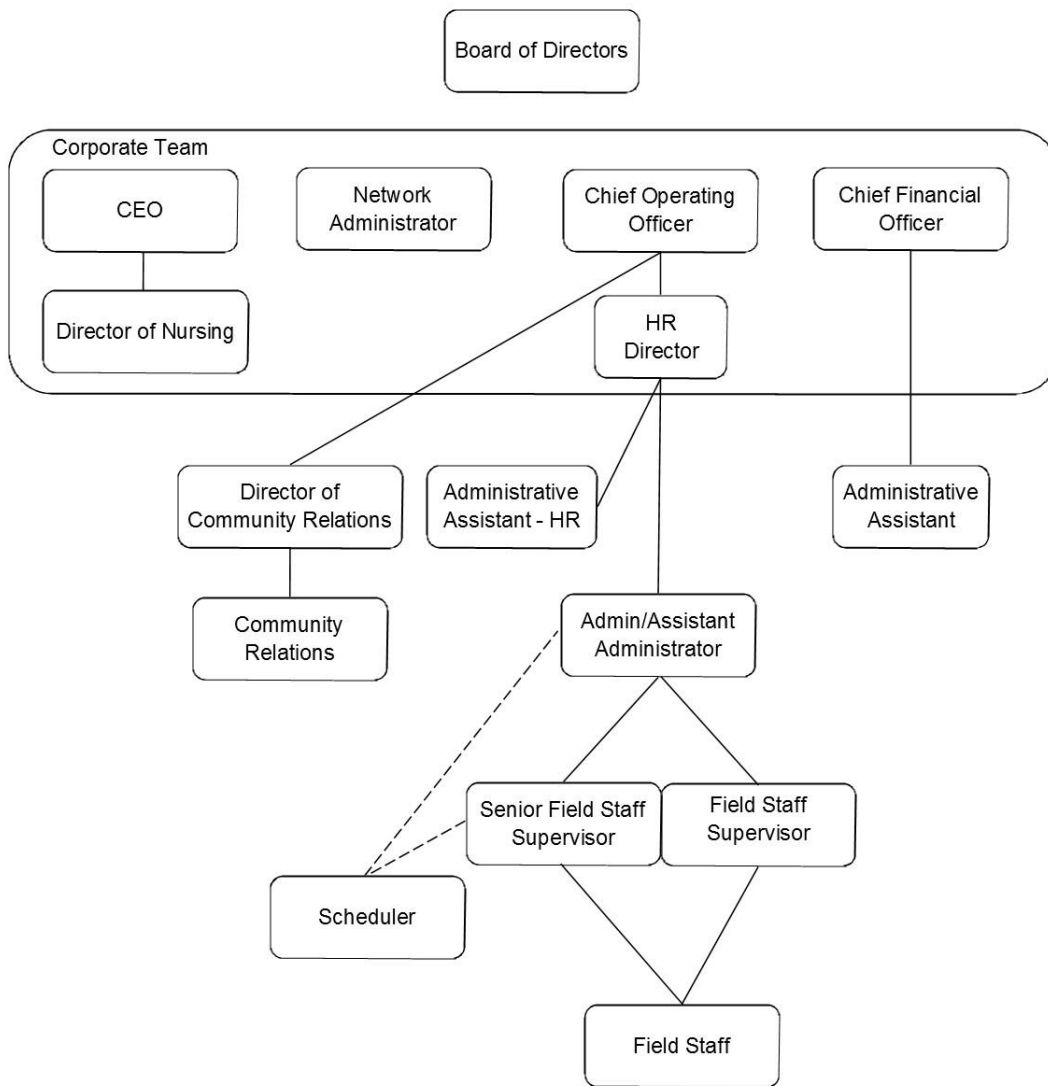
### **False Reporting**

It is a violation of this Code of Conduct to submit a false report relating to a reportable incident. Any individual making a false report of a violation of this Code of Conduct shall be subject to disciplinary action, up to and including termination of employment.

# Organization Chart



## ORGANIZATIONAL CHART



Revised 10/26/2020

----- Varies depending on office.

# Section 504 Grievance Procedure

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Any person(s) who believes that he or she or any class of individuals has been subjected to discrimination as prohibited by Section 504 of the Rehabilitation Act of 1973 may file a complaint pursuant to the procedures set forth below, on his or her own behalf, or on behalf of another person or on behalf of disabled persons as a class. All persons are encouraged to file grievances in order to resolve any disputes arising under Section 504. Your filing a complaint will not subject you to any form of adverse action, reprimand, retaliation or otherwise negative treatment by the Agency personnel.

Accordingly, the Agency has adopted an internal grievance procedure providing for the prompt and equitable resolution of complaints alleging any action prohibited by the United States Department of Health and Human Services regulations (45 CFR Part 84), implementing Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794). Section 504 states, in part, that "no otherwise qualified individual with disabilities ... shall, solely by reason of his or her disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance...." The law and regulations may be examined in the office of Human Resources at the Agency's office at 515 Progress St., West Branch, MI, 48661, who has been designated as the Agency's "Section 504 Coordinator" to coordinate the efforts of the Agency to comply with the regulations.

- (1) Complaint processing procedures are as follows:
  - A. All complaints involving matters prohibited by Section 504 shall first be filed with the employee's Supervisor at the employee's assigned office location, who shall render an initial determination and resolution within fifteen (15) business days of receipt of the complaint.
  - B. If satisfactory resolution is not achieved at Step A, the complainant may request a meeting with Human Resources for a final determination. The final determination will be made within fifteen (15) business days of presentation.
- (2) A complaint should be in writing, contain the name and address of the person filing it, and briefly describe the action(s) alleged to be prohibited by the Section 504 regulations.
- (3) All complaints should be filed as set forth above within five (5) business days after the complaining party becomes aware of the action(s) allegedly prohibited by the Section 504 regulations.
- (4) All complaints should also be referred to the office of the Section 504 Coordinator, who shall maintain the files and records of the Agency relating to complaints filed under this Section 504 Grievance Procedure. The Section 504 Coordinator may

assist persons with the preparation and filing of complaints, participate in the investigation of complaints, and advise the President concerning their resolution.

- (5) The Board of Directors, or his or her designee, shall take steps to ensure an appropriate investigation of each complaint to determine its validity. These rules contemplate formal but thorough investigations, affording all interested persons and their representatives, if any, an opportunity to submit evidence relevant to the complaint.
- (6) The right of a person to prompt and equitable resolution of the complaint filed hereunder shall not be impaired by the person's pursuit of other remedies such as the filing of a Section 504 Complaint with the Office for Civil Rights of the United States Department of Health and Human Services. Utilization of this grievance procedure is not a prerequisite to the pursuit of other remedies.
- (7) These rules shall be liberally construed to protect the substantial rights of interested persons, to meet appropriate due process standards, and to assure the Agency's compliance with Section 504 and the regulations.

# Substance Abuse and Employee Testing Program

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## **Purpose**

Because Compassionate Care Home Health Services, Inc. (“the Agency”) provides services to individuals who may be frail and unable to care for their own needs and pursuant to programs regulated by state and federal laws, it has a compelling obligation to eliminate substance abuse from its workforce. Alcohol or drug abuse adversely impacts an employee’s job performance, as well as endangers other employees, our clients and the general public. It is therefore necessary that the Agency maintain a work environment that is free from the effects of alcohol and drugs.

It is the policy of the Agency that the unlawful manufacture, distribution, possession, sale or use of a controlled substance is prohibited in all our workplaces. The Agency will periodically inform employees about: (1) the dangers of substance abuse in the workplace; (2) the Agency’s policy of maintaining a drug-free workplace; (3) any available substance abuse counseling, rehabilitation, and employee assistance programs; and, (4) the penalties that may be imposed upon an employee for substance abuse violations occurring in the workplace.

The Agency’s Substance Abuse and Employee Testing Program is managed and administered by Human Resources and any questions about this policy or testing in general should be directed to that individual.

## **Use of Alcohol and Drugs**

### **Use Prohibited**

Employees shall not illegally use, distribute, manufacture, dispense, possess, buy, or sell controlled substances during working hours, in the Agency’s offices or on its property, in any vehicle provided by the Agency for employee use or while in the home or on the property of any the Agency client.

Employees shall not work or report to work at the Agency’s office, a client’s home, or any other facility or location on behalf of the Agency under the influence of alcohol or controlled substances, as defined by federal law.

### **Notification of Drug Offense**

Employees including managers, Supervisors and officers of the Agency, are required to notify Human Resources of any arrest or criminal charge made against the employee of any criminal statute involving the manufacture, distribution, dispensing, possession, purchase, sale or use of any controlled substance. This notification must be provided no later than five (5) days after such arrest or charge. Human Resources, in his or her sole discretion and based on all circumstances known at the time may place the



employee on immediate unpaid leave, pending the Agency's investigation and determination of the matter. Such leave may or may not be extended until such time as the proceedings stemming from the charge are concluded. Actions which would constitute a criminal offense will result in disciplinary action up to and including termination of employment.

### **Use of Prescription Controlled Substance for an Ongoing Medical Condition**

An employee undergoing medically prescribed treatment by a licensed physician with a controlled substance that may limit the employee's ability to perform the essential functions of the employee's position in a normal and safe manner must report the treatment to Human Resources prior to beginning work. If, in Human Resource's judgment, there is evidence that the employee would not be able to perform the essential functions of the employee's position and/or would pose a risk of imminent harm to the employee or to others, the employee will be requested to submit to testing for over medication or for over the counter and/or prescribed medications interactions. If an employee refuses to be tested, the employee will be immediately placed on FMLA or Unpaid Medical Leave Of Absence.

**REMINDER:** Off-the-job use of alcohol or controlled substances will have a residual effect in the person's system which will influence the results of any testing. Employees are warned that this makes no difference in the Agency's assessment of the appropriate discipline action which may include discharge.

### **Treatment for Substance Abuse**

Employees are urged to request assistance with any substance abuse problems before disciplinary action is necessary. If an employee seeks assistance with a substance abuse problem, the employee will be offered the opportunity to receive appropriate counseling and, if necessary and appropriate, may be granted leave of absence, under the Agency's Family and Medical Leave, sick leave, vacation or unpaid medical leave policies, as applicable, to receive the recommended treatment. However, a substance abuse related problem will not excuse any violation of the Agency's rules or standards.

Chemical dependency is a treatable disease. Employees covered by health care insurance benefits may have some coverage for treatment of chemical dependency. However, costs associated with treatment not covered by such benefit programs remains the responsibility of the employee. Regardless of the treatment program chosen, the employee remains responsible for the successful completion of the treatment and assertion that a counselor failed to consider certain factors shall not constitute an excuse for continued substance abuse or a defense to disciplinary action if the employee does not successfully complete treatment.

### **Testing**

Substance abuse tests will be conducted in the following instances:

#### **Post-employment Testing**

Employees also may be required to submit to substance abuse screening test(s) under the following circumstances:

- (a) Where state or federal regulations require controlled substance and alcohol testing.
- (b) Where an employee is offered assignment to job titles that require physical examinations.
- (c) Where the employee's Supervisor believes there is reasonable suspicion that an employee is in violation of this policy.
- (d) Where the employee's Supervisor believes there is reasonable suspicion that the use of alcohol or a controlled substance has adversely affected an employee's job performance, or may result in a risk of imminent harm to the employee, other employees, clients, or the public.
- (e) Where an employee is involved in or contributes to (by action or inaction) a work-related accident or unsafe practice involving actual or potential physical harm, death, property loss or liability, including automobile accidents in which the employee is involved while working for the Agency.

The Agency reserves the right to require substance abuse testing with or without suspicion. The Agency also reserves the right to increase or decrease the frequency of testing based on the availability of resources and experience consistent with its objective of achieving and maintaining a substance abuse free workplace. Such change in the Agency's testing policy may include random testing of employees pursuant to a blind selection of employees to be tested on a scheduled basis. The employees to be tested at any one time pursuant to this random policy will be determined by drawing a designated number of names from the entire list of active employees as of that date.

### **Testing Procedures**

#### **Samples**

Testing will require that the employee or applicant provide a breath, saliva, urine, blood or other scientifically acceptable sample. The Agency will test for alcohol and for controlled substances including those that have been declared unlawful to use or possess under the federal Controlled Substance Act, including but not limited to marijuana, cocaine, amphetamines, opiates and phencyclidine (PCP). The samples will be sealed and properly identified after collection. The samples will be tested by a certified laboratory, and test results will be treated confidentially. Results will be distributed only on a need to know basis to the extent necessary to protect a legitimate interest of the Agency.

#### **Expenses**

The Agency will pay the costs of the initial screening and confirmatory test.

#### **Consent**

Prior to administering a substance abuse test, the Agency will require the test subject to sign a consent form agreeing to submit to such tests and release of results to the Agency. Any person who refuses to sign the consent form or submit to the screening tests will be subject to disciplinary action up to and including discharge

#### **Confirmation**

Positive drug test results will be confirmed by gas chromatography/mass spectrometry (GC/MS) or another medically accepted testing method. An employee may also request a confirmatory retest of the original sample, at the employee's expense, after notice that a positive test result has been confirmed. The employee must request this within five (5) working days after receiving notice of the confirmatory test result.

## **Consequences of a Positive Test Result**

### **Employees Positive Tests**

An employee who tests positive will be immediately suspended from work without pay. The employee will have the right to explain the positive test result to his or her Supervisor and may, as described in "Confirmation", above, request a confirmatory retest.

If there is no confirmatory retest, or if the retest result is positive, the employee will have two (2) alternatives to choose from unless Human Resources, in his or her sole discretion, determines that more severe discipline is warranted.

- (a) The employee may choose to seek professional help for a drug/alcohol related problem. If the treatment requires that the employee not work for a specific period of time, the employee may be entitled to Family and Medical Leave. As a condition of continued employment following a positive test under this Section, the employee must: (1) sign a release of information so that the Agency has access to treatment progress; (2) agree to at least one joint session with the treatment counselor and an Agency representative; and, (3) successfully complete an accredited treatment program. An employee granted leave for substance abuse treatment (or who uses paid leave time) may return to work if: (1) the Agency receives written notification from the accredited treatment program that the individual has successfully completed the course of treatment; (2) the employee satisfactorily passes an alcohol/drug/controlled substance screening test, paid for by the employee; and, (3) the employee secures a return-to-work clearance from a physician.
- (b) The employee may choose not to seek professional help. If the positive test indicated the use of illegal controlled substances, the employee shall be immediately terminated unless Human Resources, in his or her sole discretion, determines that circumstances warrant a lesser form of discipline. If the positive test indicated the use of legal but otherwise controlled substances in order to return to work, the employee must provide a written explanation from the treating physician who prescribed the controlled substance and must pass another alcohol/substance abuse test within sixty (60) calendar days of the first test. If an employee is unable to provide a written explanation from a treating physician regarding the prescription of the drug in question, the test results shall be considered as if an illegal control substance had been indicated.
- (c) Any tests during the sixty (60) day period are at the employee's own expense. If, at the conclusion of the sixty (60) day period, the employee has not passed another

alcohol/substance abuse test, employment will be terminated unless the employee has been admitted to an accredited treatment program.

### **Rehabilitation**

The Agency encourages employees who suffer from substance abuse problems to seek assistance. However, it is the responsibility of each employee to seek assistance before alcohol or controlled substance problems lead to disciplinary action. Once a violation of this policy occurs, seeking rehabilitation assistance may have no bearing on the determination of the appropriate disciplinary action.

The Agency may grant Family and Medical Leave or an Unpaid Medical Leave for treatment of a substance abuse problem within any one (1) year period (starting with the date of the leave) if the employee is eligible. The employee may also use accumulated PTO Benefits and must exhaust the balance of such paid time before unpaid leave is taken.

### **Searches**

All motor vehicles, packages, lunch boxes, containers, handbags, and other employee property are subject to systematic or random inspection as a condition to bringing them onto the Agency or client property or anywhere into the work environment. In addition, lockers, desks, and work spaces are subject to inspection when there is reasonable suspicion to believe that such a search may reveal violation of the Agency's policies. Employees are required to cooperate in these inspections. Failure to comply with a reasonable inspection request will subject the employee to disciplinary action up to and including discharge.

### **Confidentiality**

All records and information obtained by the Agency as part of substance abuse policy including test results, treatments for substance abuse and information concerning employee medical condition will be confidentially maintained by allowing direct access only to those specifically designated by management with the need to know. Copies of substance screening test results will be furnished to an applicant or employee only on his or her written request.

# Password Management Procedure

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## **Purpose**

This procedure is designed to ensure that passwords used by members of Compassionate Care Home Health Services (“the Agency”) workforce to authenticate themselves on the Agency’s information systems are maintained in a manner that reduces the risks of unauthorized entry into the Agency’s information systems.

## **Responsible Party**

The Agency’s Network Administrator shall be responsible for ensuring that his procedure is followed by members of Compassionate Care Home Health Services’ workforce.

## **Password Requirements**

The Agency’s information systems shall use passwords to authenticate individual users. Each user will be assigned a unique password. A password must be at least 8 characters long. A password may not be a word in the English language. A password must have one of three following: uppercase, lowercase, numeral or symbol characters.

The Network Administrator shall configure the Agency’s information systems to only accept passwords that meet the above criteria.

The Network Administrator shall assign each user a password when the user’s account is created. The Network Administrator shall provide the password to the user by written notification. The user shall be allowed to modify or change the password assigned to the user.

## **Password Expiration and Renewal**

### **Password Expiration**

A user’s password is valid for ninety (90) days from the date of creation. After that time, the user shall choose a new password.

The Network Administrator shall configure the Agency’s workstations to stop accepting a password after it has been in use for ninety (90) days. The Network Administrator shall configure the system to notify the user that his or her password has expired. However, the Network Administrator shall configure the system to provide users with three (3) grace log-ins before completely denying access to the Agency’s information systems. The user shall be responsible for creating a new password that conforms to Compassionate Care Home Health Services password policies.

If a user is denied access to the system because the user failed to create a new password during the

user's grace log-in period, the user shall notify the employee's Supervisor who will then verify the user's access should remain active, reactivate the user's access, and assign the user a new password.

### **Safeguarding Passwords**

Users shall not write passwords down anywhere near their workstations.

Users shall not share passwords with other users.

Users should never disclose their passwords in an e-mail.

# Group Insurances

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## **Group Health Insurance**

Beginning June 2015, an employee who has at least one (1) year of Agency length of service may be eligible to apply for enrollment in the group health insurance offered by the Agency. The one year of Agency length of service is used to determine eligibility of benefits. If enrollment is declined upon offer, the employee must wait for open enrollment that occurs one time per year.

Information concerning the group health benefit can be obtained from Human Resources.

## **Continuation of Group Insurances**

Information concerning the extent to which the group insurance benefits may be continued during leaves of absence, short term layoffs, and upon termination of employment can be obtained from Human Resources.

## **Policies Control**

In the event of any questions concerning any of the insurance benefits made available by the Agency, the terms and provisions of the master policies or formal plan documents shall govern. Specific details concerning each of the benefits, its coverage, and eligibility for enrollment are stated in separately provided summary plan descriptions.

# Dress Code

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Employees are expected to dress and groom in accordance with accepted social and business standards. This is especially critical when providing client services. Each employee is expected to be suitably attired and groomed during working hours or whenever representing the Agency.

A neat and tasteful appearance contributes to the positive impression employees make on each client and family member. A good clean appearance bolsters the employee's own poise and self confidence as well as greatly enhances the image of the Agency.

The following rules apply to all employees:

- Scrubs are encouraged. Denim, jean and khaki shorts, skirts and skorts must be at least knee-length. No cut-offs are permitted.
- No advertising or obscenities on clothing is permitted. Tasteful shirts with place names are permitted.
- No tank tops are permitted.
- No exposed midriffs (or exposed skin from back or stomach) are permitted.
- No bare feet will be permitted. No open-toed shoes may be worn in the client's home or while caring for a client. Closed-toed shoes must be worn at all times.
- Hosiery (socks, hose) must be worn at all times while providing client care.
- All tattoos and body piercings (except earrings) must be covered at all times while providing client care.

Management will make the final decision concerning appropriate attire and may modify dress requirements in consideration of weather conditions or other circumstances.

While providing client service or while otherwise in contact with clients or the public during working hours, jewelry, makeup, and perfume should be kept to a minimum and non-jewelry pins and buttons worn on visible clothing shall be limited to small work-related or professional pins and the Agency name tag that do not exceed 3 inches in length and depth.